

8. Upon payment of the assessment, the Association shall execute a written release of the lien, to be recorded at the Clerk's Office at the expense of the Association.

ARTICLE VI - AMENDMENTS TO THE DECLARATION

1. This Declaration may be amended only by vote or agreement of Owners of lots to which at least ninety (90%) percent of the votes in the Association are allocated, unless such amendment relates to a provision or section requiring a greater percentage, and in that event the greater percentage will be controlling.

2. No action to challenge the validity of an amendment adopted by the Association may be brought more than one year after the amendment is recorded.

3. Amendments to the Declaration to be recorded must be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or by the President of the Association.

ARTICLE VII - ASSOCIATION RECORDS

The Association shall keep financial records sufficiently detailed to enable the Association to comply with this Declaration. All financial and other records must be made reasonably available for examination by any Owner and his authorized agents.

ARTICLE VIII - COMMON PROTECTIONS AND PROTECTIVE COVENANTS

1. No further subdivision of any of the lots or tracts of real estate within Shady Lane Subdivision will be allowed for a period of twenty (20) years, and then only with approval of ninety percent (90%) of the then existing tract owners within Shady Lane. Each successor lot, including its parent lot, that being the lot from which it came, must comply with all applicable health laws, zoning ordinances, subdivision laws, and the Hampshire County Subdivision Control Ordinance. Before subdividing any lot, the Owner is encouraged to contact the Hampshire County Planner for more information with regard to local regulations. Any subdivision must also comply with all applicable common protections and protective covenants.

2. Any Owner of a lot who may desire to subdivide his lot must, at the Owner's expense, cause a new subdivision plat to be

228

made and presented to the Board of Directors of the Association for approval, which shows the parent lot and the newly subdivided lot. The newly created lot shall bear a number or numeral which will identify it as being derived from one of the existing lots of Shady Lane Subdivision.

3. The Board of Directors may not unreasonably withhold permission to record the Amended Plat of Survey, and once approved for recordation by the Board of Directors (and the local county officer in charge of approving plats for recordation), the Owner may record the Amended Plat, after which he may freely transfer his subdivided lot to any person of his choosing.

4. Any Owner who creates a new lot by further subdivision of his lot agrees that the newly created lot shall have a vote in Shady Lane Subdivision, just as any other lot has, but it must pay its annual pro rata share of the maintenance costs of Shady Lane Subdivision as set forth herein. Furthermore, said lot is bound by all of the rules and regulations of Shady Lane Subdivision as a lot of same.

5. No signs of any nature shall be erected or maintained on any lot except for sale or rental signs, directional and informational signs, and commercial signs relating to home occupations conducted by the occupant thereof, which said signs shall not exceed nine (9) square feet in area. Declarant's promotional sales signs may not exceed twenty (20) square feet in area.

6. No Owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. As part of the development of any lot, the Owner shall provide adequate off-road parking for Owner and his guest(s).

7. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any lot. This paragraph shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farming situation.

8. No mobile home, house trailer or manufactured home shall be placed on any lot or tract within the subdivision; however, the so-called "double-wides" and modular homes, a minimum of twenty-four (24) feet in width, are permitted on the lots or tracts within Shady Lane Subdivision so long as, and only so long as the same are placed on a permanent masonry foundation with the tongue

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and wheels removed in a permanent manner.

229

9. No buildings of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months, provided however nothing shall be construed to prevent the owner from erecting tents on the lot and to camp overnight in said tents for a period of up to sixty (60) days. Travel trailers may be placed on the lots, but the Association may regulate their continued presence by making rules and regulations pertaining to their use.

10. Not more than one single family residence shall be erected on a lot.

11. Each lot shall be used for residential or recreational purposes only.

(a) No commercial businesses other than home occupations shall be allowed on any lot.

12. Owner agrees to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to and from Owner's lot. All lots improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, rubbish, junk, refuse, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

13. The set back lines are mandated by Hampshire County. No building shall be erected closer than twenty-five (25) feet to the property line which adjoins the subdivision road, nor closer than twenty-five (25) feet to the side or rear property lines. If this paragraph should be found to provide setbacks less than the amount required by the Hampshire County Ordinance, then it shall prevail.

14. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia County Health Department. No privies may be constructed and maintained on any lot. During construction of a house or cabin, portable toilets that are Health Department approved may be used for a period not to exceed eight months.

15. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

16. Each lot has been perked, and each lot owner shall receive proof of percolation test results at the time of closing. The Declarant covenants that Owner's lot has been approved for installation of a sewage disposal system, but Declarant does not

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guarantee what size home will be allowed on the lot, or the type of sewage disposal system which will be required before a home is installed or built. Any fees due the Health Department to obtain the Health Permit must be paid by the Owner. The cost of the soil percolation test has been added to the price of the real estate.

17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon majority vote of the Board of Directors, and after fifteen (15) days notice to the lot owner, the Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 12" high by brushhogging the lot), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

18. The Declarant reserves for its benefit and the benefit of the Association an easement for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and/or sewer, gas, telephone, cable television, electric and water lines on, over, above and under a strip of land twenty-five (25) feet wide at any point along the sides, rear or front lines of any of the lots or tracts within the subdivision. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners of the lots within the subdivision. The easement reserved in this paragraph is the same area referenced hereinbefore in these covenants for set backs.

19. Each lot owner shall have an unobstructed and right of ingress and egress to and from his lot over the rights-of-way and roadways as shown on the subdivision plat. The width of all subdivision rights-of-way is designated on the plat of survey. Reference is made to the subdivision plat for more information. The Property Owners Association shall be responsible for maintenance of the subdivision roads (common elements) after the period of time during which the Declarant will be responsible. Nothing shall require Declarant to install roads to the full width of the easement.

20. Trees may be harvested and removed from the land only insofar as it is reasonably necessary to clear land for a house,

outbuildings, yard, garden or driveway. No trees may otherwise be harvested or cut.

21. Declarant, or his agent, reserves the right to maintain a sales office and/or management offices in or on any of the lots so long as the sales promotion is ongoing. The sales office may be a tent, mobile trailer, or other structure of Declarant's choosing, and, if desirable, Declarant may move the office from time to time. Declarant reserves the right to place "for sale" signs on the lots for so long as he owns same. Until such time as the sales promotion is completed, Declarant reserves the right to place, replace and maintain "for sale" signs on the common elements of Shady Lane Subdivision.

22. Any mobile or temporary headquarters that are placed on any lot shall be promptly moved as soon as Declarant has completed the sales promotion.

23. The Declarant, the Association, or any Owner shall have the right to enforce by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by an Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

24. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

25. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

Dated this the 27 day of November, 1992.

Patricia J. Ritchie
Patricia T. Ritchie

Daniel D. Ritchie
Daniel D. Ritchie
Declarant

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