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DEDICATION OF PLAT AND STATEMENT OF
PROTECTIVE COVENANTS OF ICE MOUNTAIN SUBDIVISION

The above and foregoing subdivision, to be known as ICE MOUNTAIN, is located two and five-tenths miles East of the town of Slanesville, West Virginia, in Gore and Bloomery Districts of Hampshire County, West Virginia, and more particularly bounded and described on the attached plat and survey made thereof by Louis J. Maticia, C. L. S., dated the 26th day of June, 1970, as follows:

BEGINNING at a monument on the North side of Cold Stream Road, 2.5 miles East of Slanesville, West Virginia, said point being 20 feet North of the center line of the road, a common property corner of Sziarto and Resortland, Inc.; thence with the Northerly right of way of Cold Stream Road the following courses and distances: N 6° 06' 15" W 88.92 feet; thence N 7° 53' 20" E 172.09 feet; thence N 7° 04' 30" E 100.00 feet; thence N 9° 34' 25" W 100.00 feet; thence N 12° 41' 25" W 100.00 feet; thence N 18° 55' 10" W 100.00 feet; thence N 21° 46' 45" W 542.97 feet; thence N 22° 51' 50" W 338.10 feet; thence N 24° 23' 04" W 335.55 feet; thence leaving said right of way N 44° 20' 23" E 374.57 feet to an iron pipe; thence S 78° 45' 14" W 419.17 feet to the center line of a 50 foot easement on Sawmill Road; thence with the center line of the easement N 22° 25' 57" E 84.33 feet; thence N 46° 07' 07" E 224.35 feet; thence N 74° 08' 35" E 177.45 feet; thence N 56° 30' 50" E 169.10 feet; thence leaving said center line N 46° 28' 50" W 530.19 feet to concrete monument with a brass cap; said point being on the property line of Pugh; thence with the Easterly property line of Pugh N 41° 42' 57" E 869.27 feet to a concrete monument with a brass cap, a corner to Pugh and Nixon; thence with the Easterly line of Nixon N 47° 47' 54" E 1537.97 feet to a found stone corner; thence with the Easterly line of Nixon N 46° 22' 54" E 718.26 feet to a found stone corner, a corner to Nixon and Moreland; thence with the Easterly line of Moreland and Northcraft N 51° 13' 43" E 1331.97 feet to a concrete monument with a brass cap, a corner to Northcraft and Largent; thence with the Southerly line of Largent S 50° 13' 31" E 3010.30 feet to a concrete monument with a brass cap, a corner of Largent and Spitzmas; thence with the Westerly line of Spitzmas, Keyser Country Club, S 58° 57' 41" W 4023.07 feet to a monument in a ravine; thence with the Westerly line of Keyser Country Club and Sziarto S 41° 06' 34" W 1120.44 feet to a monument; thence with the Westerly line of Sziarto S 39° 55' 17" W 1340.34

JOHN N. McCUNE
ATTORNEY AT LAW
FLOUNT HONOL, VIRGINIA

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Mailed: John N. McCune
Atty-at-Law
7 E. Street
Martinsburg, W. Va.

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feet to the beginning and containing 312.26 acres being a part of the land conveyed to Resortland, Inc. of West Virginia, by Deed of Frank Marvin Thorne and Lake E. Thorne, husband and wife, and of record in the Clerk's Office of Hampshire County, to which said Deed, reference is hereby made.

The Declaration and Plat of the foregoing described land is made with the free consent and in accord with the desire of Resortland, Inc. of West Virginia, the owners of said land, and William J. Oates, Jr., Trustee, under a certain Deed of Trust executed by Resortland, Inc. of West Virginia and binding the foregoing described land, said Deed of Trust is of record in the Clerk's Office of Hampshire County.

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The grantors hereby dedicate to the property owners, for their use forever and for the use of public utility and service companies, the streets and right of ways shown on the attached plat or plan.

(2) The grantors may assess each lot owner a sum not to exceed Twenty-five dollars (\$25.00) per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantors may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantors to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of each year thereafter. Where more than one lot is owned by a party or parties, and in the event of a resale by them of one or more of said lots, then the obligation to pay this assessment goes with the lot or lots, under the same terms and conditions set forth herein.

(3) The grantors reserve unto themselves, their heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any

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point along the side, rear, or front lines of any of said lots, or fifteen (15) feet from the right of way line of any street or right of way.

(4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four months.

(5) Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantors may be sold or used as a road or as a right of way to any property outside of said subdivision. This restriction shall not apply until said lots are sold by the grantors.

(6) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.

(7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantors.

(8) No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one dwelling, then said 20 foot set back shall apply only to outside line.

(9) All toilets constructed on said lots shall conform to the regulations of the County and State Health Department, and be placed in a secluded area whenever possible.

(10) No lot in said subdivision may be re-subdivided.

(11) The use of trailers within said subdivision are unauthorized, except for the use of temporary camping trailers.

(12) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

(13) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

(14) Nothing herein is to be construed to prevent the grantors from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

(15) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(16) Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the said Resortland, Inc. of West Virginia has caused this Declaration and Plat to be signed by Bradley K. Haynes, its President, and its Corporate Seal to be hereunto affixed and attested by Woodrow W. Gallihugh, its Secretary, on the 26th day of June, 1970.

WITNESS the following signatures and seals:



RESORTLAND, INC. OF WEST VIRGINIA

By Bradley K. Haynes
Bradley K. Haynes, President

Woodrow W. Gallihugh
Woodrow W. Gallihugh, Secretary

William J. Bates, Jr.
William J. Bates, Jr., Trustee

STATE OF VIRGINIA

COUNTY OF WARREN

I, John N. McCune, a Notary Public, of and for the County aforesaid, State of Virginia, do hereby certify that Bradley K. Haynes and Woodrow W. Gallihugh, whose names are signed as President and Secretary, respectively, of Resortland, Inc. of West Virginia, to the foregoing writing, bearing

JOHN N. McCUNE
ATTORNEY AT LAW
FRONT ROYAL, VIRGINIA

date on the 26th day of June, 1970, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 26th day of June, 1970.
commission expires: August 27th, 1974



Kay Wickham
NOTARY PUBLIC

STATE OF WEST VIRGINIA

COUNTY OF Hampshire

I, Roberta M. Miller, the undersigned, a Notary Public in and for the County aforesaid, State of West Virginia, do hereby certify that William J. Oates, Jr., whose name is signed as Trustee, to the foregoing writing bearing date on the 26th day of June, 1970, has acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 17 day of July, 1970.
My commission expires: June 24, 1977

Roberta M. Miller
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY JOHN N. McCUNE, ATTORNEY AT LAW, FRONT ROYAL, VIRGINIA.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 17th day of July, 1970, at 2:59 P. M., this Statement of Covenants was presented in the Clerk's Office of the County Court of said County and with the certificate thereto annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Court, Hampshire County, W. Va. 5/7

JOHN N. McCUNE
ATTORNEY AT LAW
FRONT ROYAL, VIRGINIA

Mailed: Garland Barnett, 3929 Greenacres Rd, Laurel, Md 7-24-70

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DEED

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This DEED, made and entered into this 6th day of June, 1970, by and between Resortland, Inc. of West Virginia, a West Virginia corporation, PARTY OF THE FIRST PART, and GARLAND H. BARNETT and VIRGINIA J. BARNETT, husband, and wife, tenants by the entireties, with the right of survivorship, PARTIES OF THE SECOND PART.

WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, to the party of the first part by the parties of the second part, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, at and upon the signing, sealing and delivery of this instrument, the party of the first part does hereby grant, bargain, sell and convey with GENERAL WARRANTY of title, unto Garland H. Barnett and Virginia J. Barnett, husband and wife, tenants by the entireties with the right of ownership as at common law and not as tenants in common, all that certain tract or parcel of land with all improvements thereon, and all rights, easements, and appurtenances thereunto belonging, lying and being situate in Gore District of Hampshire County, West Virginia containing 12.12 acres by survey of Louis J. Matacia C. L. S. dated the 5th day of June 1970, a copy of said survey is attached and made a part hereof and reference is hereby made to said plat for the description of said property. The said 12.12 acres conveyed herein is also known as the Barn Tract of Ice Mountain Subdivision and is part of the same real estate conveyed to the party of the first part by Frank M. Thorne, et ux and of record in the Clerk's Office of Hampshire County, West Virginia, prior to the recording of this instrument, to which reference is hereby made.

This property is conveyed subject to the following protective covenants, which covenants are to run with the land:

- (1) The grantors reserve unto themselves, their heirs or assigns,

LAW OFFICES
JOHN N. McCUNE
Elkton, Virginia

the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of said lot.

(2) No building of a temporary nature shall be erected or placed on said lot except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four months.

(3) Not more than two residences shall be erected on said lot, and each shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

(4) Said lot shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.

(5) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on said lot, nor upon any building erected thereon.

(6) No building shall be erected closer than 35 feet to any street or road, nor closer than 20 feet to the side or rear of the lot line.

(7) All toilets constructed on said lot shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.

(8) 12" diameter culverts must be used in all driveways leading from said lot to Ice Mountain Subdivision roads.

(9) The use of trailers on this lot is unauthorized, except for the use of temporary camping trailers.

(10) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lot.

- (11) The said lot may not be re-subdivided into more than two lots.
- (12) Invalidity of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

The grantors herein convey this property subject to a 50 foot right of way across parts of the property, said right of way being shown and designated on the attached plat and reference is hereby to said plat for a more particular description of said right of way.

The parties of the first part covenants that it has the right to convey said property hereinabove described and will warrant generally the title thereto.

IN WITNESS WHEREOF, the said Resortland, Inc. has caused this deed to be signed by Bradley K. Haynes, its President, and its corporate seal to be hereunto attached and attested to by Duane B. Dillard, its Secretary.

RESORTLAND, INC.

By *Bradley K. Haynes*
Bradley K. Haynes, President



ATTEST
Duane B. Dillard
Duane B. Dillard, Secretary

LAW OFFICES
JOHN N. McCUNE
Elkton, Virginia