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2-18-84
Nicholas Friedman
atty
Kidd, Inc. Inc.

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5-7-84

AMENDED
RESTRICTIVE COVENANTS AND CONDITIONS
RELATING TO WINDOVER HILLS SUBDIVISION, SHORT GAP,
FRANKFORT DISTRICT, MINERAL COUNTY, WEST VIRGINIA

The undersigned, John W. Yoder and Waneta H. Yoder, his wife, owners of the real estate described as Windover Hills Subdivision, Frankfort District, Mineral County, West Virginia, do hereby make and declare the following Restrictive Covenants and Conditions as being applicable to and binding upon said Subdivision at such time as said lots are conveyed by the undersigned to third parties but shall not until such time be binding upon the undersigned, which restrictions and encumbrances are hereinafter set forth as follows:



1. All and each of the Restrictions herein contained shall be perpetual and shall apply to and be forever binding upon the Grantee, his heirs, executors, administrators, and assigns of each of the lots and tracts contained in said addition for the benefit of said addition.

2. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise, shall be erected, maintained or operated upon said land.



3. Raising livestock (including, without limitation, pigs, cattle, sheep, and horses), poultry, or other animals is prohibited, except that no more than five (5) common household pets may be kept, as long as they are not raised, bred, or boarded for commercial purposes.

4. All buildings and structures erected upon said land shall be upon a solid foundation, (poured concrete, concrete block, or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding, and concrete block are especially agreed not to be considered as finished materials.

5. Every building erected upon said premises and the exteriors of the same, including the roof and the painting of said structure shall be completed within fourteen (14) months after the commencement of construction.

6. No structure shall be erected, constructed or maintained upon any lot or part of lot in this Addition within twenty (20) feet of the side lines of said lot or within thirty (30) feet of the front (abutting the street) or rear lines of said lot. For the purpose of this restriction, the term "structure" shall include without limitation, covered patio, eaves of building, portico, stoop, porch, deck, garage, storage shed and pool.

7. No house trailer, mobile home, basement dwelling or similar places of residence shall be constructed, placed or maintained upon said Addition or any part thereof, and all construction must equal or exceed the Federal Housing Administration's Standards. Modular homes that equal or exceed the Federal Housing Administration's standards shall be permitted.

8. The finished living area in every dwelling erected or constructed within said Addition shall contain a minimum of 1,040 square feet.

9. No multiple family dwelling designed for the use of more than one (1) family shall be constructed upon any of the land covered by this Restriction. Not more than one (1) dwelling shall be constructed upon any one (1) lot.

10. No property or residence may be rented or leased to a third party for less than a minimum of six (6) months.

11. Trash and refuse of any kind, including without limitation, junk, inoperable, or unlicensed vehicles, or parts thereof, shall not be allowed to accumulate on the property covered by these Restrictions. All garbage shall be kept in insect and rodent proof receptacles and removed and

disposed of at least every fourteen (14) days.

12. Campers, tents and other recreational vehicles shall not be stored, assembled or parked overnight on lots until such time as a residence has been constructed, completed and permanently occupied in accordance with all other terms of these Restrictions.

13. The use and operation of unlicensed motor vehicles (including without limitation, 4-wheeled motorcycles, all-terrain vehicles, motorbikes, and vehicles of like kind) shall not be permitted on the streets within the Addition.

14. There is hereby reserved, for the benefit of present or future owners of property within this planned community, an easement as necessary but of at least ten (10) feet in width along each lot line, which shall be for the purpose of present and future utility installation and maintenance, including without limitation, sewage, water and drainage, electricity, natural gas, and telephone. This easement shall include, without limitation, the right to lay, install, and maintain pipe, pipeline, drains, and tile.

15. Any lot sold by the undersigned or their assigns and upon which no home has been constructed, shall be mowed of grass and vegetation at least twice during a calendar year, or the undersigned or their assigns shall cause such to be mowed at the cost and expense of the owner thereof.

16. It is further covenanted that the undersigned or their assigns, as soon as TEN (10) of the lots in said Addition have been sold, shall cause to be formed a mutual non-profit corporation under the laws of the State of West Virginia in which the purchaser of each lot in said Addition, by the acceptance of a deed therefor, agrees to become, and shall be a member, and membership in which shall be limited to the purchasers or owners of lots in said Addition. The Articles of Incorporation shall specify, among the purposes

and duties of said corporation, the enforcement of all of the restrictions, covenants and conditions herein contained, the maintenance, preservation and improvement of said properties, the maintenance of said Addition and every part thereof in a clean and sanitary condition, so far as it may lawfully act, the ownership of the streets in said Addition, the establishment of reasonable assessment against the several owners in order to insure reasonable and proper maintenance of the streets and sidewalks, if any, and the transaction of such other business as may be permitted by law. The maximum annual assessment which may be established by said corporation shall not be greater than One Hundred (\$100.00) Dollars per year, exclusive of optional user fees and any insurance premium paid by the association, based upon the value of a dollar as of July 1, 1986, and adjusted annually on the 1st day of July as allowed and provided under West Virginia Code § 36B-1-114. Said fee is hereby established as a lien upon subject lot, and shall be superior to all other liens and encumbrances on said lot, except for (a) liens of ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Seller duly recorded in the land records of Mineral County, West Virginia. In the event of foreclosure under a deed of trust upon said lot, said real estate may be sold through said deed of trust, free and clear of assessment fee liens existing prior to said foreclosure, but subject to the continuation of the existence of said lien with regard to all assessment fees accruing after a sale under an arm's length deed of trust.

17. The undersigned for themselves and their assigns reserves the right to grant and convey the use of any and all of the streets and roadways in the development and any additions thereto to adjoining landowners to whom the undersigned or their assigns have conveyed lots or tracts of

land which are not part of the Windover Hills Development.

18. The undersigned reserves the right to add additional sections to said development with the same or different covenants, conditions and restrictions as herein set forth.

Said Articles of Incorporation shall also provide that each purchaser or owner of a lot in said Addition shall be entitled to one (1) vote for each lot purchased or owned by him or her. The undersigned, or their assigns, shall be entitled to, and obligated to accept, membership in said corporation, and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in said Addition. The undersigned further agrees that following the organization of said corporation they or their assigns will convey to said corporation all their right, interest and title they or their assigns may have in the streets and roadways in said Addition, subject only to easements for water, sewage, telephone, electric and cable television.

John W. Yoder (SEAL)
John W. Yoder
Waneta H. Yoder (SEAL)
Waneta H. Yoder

MARYLAND
STATE OF ~~WEST VIRGINIA~~
ALLEGANY
COUNTY OF ~~MINERAL~~, to-wit:

The foregoing instrument was acknowledged before me this 11th day of July, 1994, by John W. Yoder and Waneta H. Yoder,

his wife.

My Commission expires: October 1, 1996.

Catherine C. Glesner
Notary Public

AGREE\COVEN5.5

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STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 12th day of July, 1994, at 12:56 o'clock P. M., the foregoing Restrictions Covenants with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

W. H. STOGGS
Clerk County Commission