

Del: H. Charles Carl III
5-25-95

57240

DUNMORE RIDGE PARK, SECTION 2

Amended Declaration of Protective Covenants,
Conditions and Restrictions

277

From: Laurel Properties Partnership, a West Virginia
General Partnership

To: DUNMORE RIDGE PARK, SECTION 2, Lot Owners Association:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, partners of Laurel Properties Partnership, referred to as "Declarant", do hereby state that there has heretofore been recorded the plat of a subdivision known as Dunmore Ridge Park, Section 2, containing a total of 30 Lots, lying and being situate in Sherman District, Hampshire County, West Virginia, and being more fully described on a plat of survey of Rickie C. Davy, L.L.S., dated June 7, 1989, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, on August 11, 1989, in Map Book No. 5, at page 107, to which reference is hereby made, and said real estate being the same real estate conveyed unto Laurel Properties Partnership by deed from Joseph Tyszkiewicz, single, dated February 16, 1993, and of record in the Hampshire County Clerk's Office in Deed Book No. 341, at page 105.

AND, WHEREAS, it shall be further made known to all men by these presents: That the undersigned partners of Laurel Properties Partnership, referred to as declarant do now record this Amended Declaration of Protective Covenants, Conditions, and Restrictions for Dunmore Ridge Park Section 2, thus revising, modifying and amending the heretofore filed Declaration of Protective Covenants, Conditions and Restrictions heretofore filed in the aforesaid Clerk's Office in Deed Book No. 341, at page 108, thus altering, amending and modifying said Covenants permanently so that they shall henceforth read and legally bind said Subdivision as set forth in this instrument, and this instrument and these Amended Declarations of Protective Covenants, Conditions and Restrictions shall henceforth be binding on all lots in said Subdivision and shall be deemed covenants running with the land and shall supersede the original Declaration of Protective Covenants, Conditions and Restrictions as set forth above.

As the Plat of this Subdivision was recorded prior to the Hampshire County Planning Commission Subdivision Ordinance going into effect, this Subdivision is exempt from its provisions and regulations.

Declarant hereby claims an exemption from the W. Va. Uniform Common Interest Ownership Act, Ch. 36B, pursuant to W. Va. Code Ch. 36B-1-202 (2), because the average common expense liability of all lots may not exceed \$100.00, except as set forth herein.

All lots in the Dunmore Ridge Park, Section 2, Subdivision, shall be subject to the following Amended Protective Covenants, Conditions, and Restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to DUNMORE RIDGE PARK, SECTION 2, Property Owners Association, its successors and assigns. The Dunmore Ridge Park, Section 2, Property Owners Association may, from time to time, be referred to as the "Lot Owners Association," but it is understood that they are one and the same entity.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. If Declarant should sell lots on a contract basis, Declarant shall notify the Association of the name and address of any contract buyer. If a Buyer should default in the payment of a contract and lose his contract rights in a Lot, Declarant shall promptly notify the Association of the default. Upon receiving notice from Declarant that a contract buyer has defaulted, that contract buyer shall lose his designation as an "Owner", and will lose all benefits and privileges conferred on Owners by this Declaration. Declarant is considered an "Owner" for purposes of voting in the Association, but is exempt from payment of the annual assessment.

3. "Lot" shall mean and refer to each of the 30 lots that are numbered on the plat of survey, shown upon the recorded subdivision plat of the property. The number of lots in DUNMORE RIDGE PARK, SECTION 2, may not increase except as set forth herein.

4. "Declarant" shall mean and refer to Laurel Properties Partnership, a West Virginia Partnership, its heirs, successors, and assigns. In consideration of the Declarant's creation of this subdivision, and the installation of the roads, the Declarant shall be and is forever exempt from payment of the annual assessment for all lots Declarant owns or should hereafter reacquire.

5. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the rights of way for ingress and egress, shown on the plat of survey this date recorded.

6. "Assessment" each lot, will be subject to an annual assessment for installation, maintenance, repair and replacement of the common elements. This assessment may not exceed \$100.00 per year, except as specified herein. Declarant is exempt from this assessment. Further, as to Assessments, the following Amendments to these covenants shall now apply and govern said subdivision as follows: a) that at all times lots 10, 11, 12, 19, 20, 21, 29, and 30 shall owe road maintenance fees which at this time are in the amount of \$ 100.00 per year, per lot. Only one fee shall be due for Lot Nos. 22 and 23, as they are being merged into one lot and it is agreed that only one road maintenance fee will be required for the combination of the two lots. No matter how many lots in this group are owned by one person or entity, they shall still owe a road maintenance fee for each lot owned. (b) that as to Lots 1, 2, 3, 4, 5, 6, and 7, should these lots be sold to one owner, no road maintenance fee will be assessed at any time; however, should these lots not be sold as one bulk sale to one owner, road maintenance fees shall be due and owing as set forth above for each lot and individual owner, and should any individual owner own more than one lot in this group, he shall only owe one road maintenance fee, if the lots are contiguous. In other words should one individual own two or more adjoining lots, he shall only owe one road maintenance fee, but should one person own two or more lots which are not adjoining, he shall owe a road maintenance fee for each lot. (c) as to lots 8, 9, 13, 14, 15, 16, 17, 18, 24, 25, 26, 27, and 28, once again, each individual owner of each individual lot shall owe a road maintenance fee as set forth above, however, should any one owner own two or more contiguous lots that front on the same main road on which lots 10, 11, 12, 19, 20, 21, 22, 23, 29, and 30 front, then only one road maintenance assessment would be due from that owner, however, should one individual owner own more than one lot of this group which are not contiguous, then again a separate road maintenance fee will be due for each lot. (d) further, as it is the intent of these exceptions and amendments that if the owner of more than one lot is only using one lot for a residence purpose, then the normal wear and tear on the Subdivision roads etc., would be alleviated for his remaining lots. However, should any dwellings, rentals, etc., be placed on one or more of any individual's remaining lots, should he own more than one, or if said lots are being used on a routine basis, then the assessment would be due on that particular lot as well as the lot upon which he resides; (e) further, road maintenance assessment is due from each lot whether a residence, dwelling or other improvements is situate thereon.

ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner, including the Declarant, of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Immediately after closing on the sale of the first Lot from the subdivision, the Declarant shall form and appoint an initial Board of Directors of three to five persons, who are lot owners, or who are agents, and/or employees of Declarant, which shall serve until the first meeting of the Property Owners Association. After 25% of the Lots are sold, at least one of the Directors must be independent from the Declarant. The initial Board of Directors shall: (1) organize the Association by determining the time, date and place of the first meeting; (2) notify the Owners of the meeting; (3) draft a proposed set of Bylaws to be presented to the Association for its consideration and adoption, if ratified by a majority of its members; (4) collect the assessment for maintenance of the common elements by immediately mailing an invoice to the owners requiring payment of the assessment not later than July 1, 1993; (5) account to the elected Board of Directors, of the Association, by paying the assessment over to it.

3. The membership of the Property Owners Association shall consist of all lot owners. To the extent that Declarant yet owns lots in DUNMORE RIDGE PARK, SECTION 2, Declarant shall be considered a member of the Association and shall be entitled to notice of all Association meetings, and shall have one vote for each lot owned.

4. Each owner of a lot or lots shall have one vote on all Association matters. In other words, each individual property owner no matter how many lots he or she may own in said Subdivision shall only be entitled to one vote on all association matters. The Association shall be governed by a majority vote of owners, when a quorum exists.

5. The initial meeting of the Association shall be held in Hampshire County, W. Va., but subsequent meetings may be held at any place designated in the Bylaws.

6. The Association may have such legal form as desired by its Owners. That is, it may be an Association or Corporation, same to be determined at the initial meeting of the Association.

7. The Association shall have the following Powers:

- (1) Adopt and amend bylaws and rules and regulations.
- (2) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from owners.
- (3) Hire and discharge managing agents, and other employees, agents, and independent contractors.
- (4) Institute, defend, or intervene in litigation, or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting DUNMORE RIDGE PARK, SECTION 2.
- (5) Make contracts and incur liabilities.
- (6) Regulate the use, maintenance, repair replacement, and modification of common elements.
- (7) Cause additional improvements to be made as a part of the common elements.
- (8) Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.
- (9) Grant easements, leases, licenses, and concessions through or over the common elements.
- (10) Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, and for services provided to Owners.
- (11) Impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association.
- (12) Impose reasonable charges for the preparation of statements of unpaid assessments.
- (13) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.
- (14) Exercise any other right conferred by the Bylaws.
- (15) Exercise any other rights that may be exercised in W. Va. by Associations or other entities of the same kind.

8. For purposes of the transaction of all business, except making Amendments to the Declaration, a quorum is present if persons entitled to cast twenty percent (20%) of the votes that may be cast for an election of the Board of Directors are present in person or by proxy. Note: Nothing shall prohibit the Association from adopting a more restrictive requirement for a quorum in its Bylaws.

9. Except for making Amendments to the Declaration, where a supermajority, specified above, is required, all business to be transacted by the Association is by majority vote of those Owners present at a duly constituted meeting.

10. Cumulative Voting is permitted on all elections of the Board of Directors of the Association. Thus each Owner shall have one vote for each director to be elected, and may cast all of the votes for one or more of the directors, as the Owner should desire. i.e. If five directors are up for election, the Owner would have 5 votes, and the Owner may cast all five votes for one candidate, or split the votes between the candidates as the Owner should desire.

11. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by owners having twenty percent of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary, or other officer specified in the bylaws shall

cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

12. Voting at Association Meetings:

(1) If only one of several owners of a lot is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that lot.

(2) If more than one of the owners are present, the votes allocated to that lot may be cast in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

(3) Votes allocated to a lot may be cast pursuant to a proxy duly executed by a owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. An owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

ARTICLE III BYLAWS

The bylaws of the Association must provide:

1. The number of the members of the Board of Directors and the titles of the officers.
2. Appointment by the Board of Directors of the President, Treasurer, Secretary and any other officers specified by the Bylaws.
3. The qualifications, powers, and duties, terms of office and manner of electing and removing board of director members and officers and filing vacancies.
4. Which powers, if any, the Board of Directors or officers may delegate to other persons or to a managing agent.
5. Which of its officers may prepare, execute, certify and record amendments to the declaration on behalf of the Association.
6. A method for amending the bylaws.
7. Any other matters the Association deems necessary.

ARTICLE IV BOARD OF DIRECTORS & OFFICERS

1. The Executive Board appoints Officers.
2. Board Members and Officers must be Owners.
3. Notwithstanding any provision of the bylaws or Declaration to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

Powers of Board of Directors

A. The Board of Directors shall have all power granted to it by the Bylaws, and may act in all instances upon behalf of the Association. However, the Board may not:

1. Amend the Declaration;
2. Terminate DUNMORE RIDGE PARK, SECTION 2 Protective Covenants;
3. Elect members to the Board;
4. Determine qualifications, powers and duties, or terms of the office of the Board of Directors.

B. The Board may fill vacancies in its membership for the unexpired portion of any term.

C. The Board shall adopt a proposed budget for DUNMORE RIDGE PARK,

SECTION 2, annually, and shall provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Quorums of the Board of Directors

1. Unless the Bylaws specify a larger percentage, a quorum is deemed present through any meeting of the board of directors if persons entitled to cast fifty percent of the votes on that board are present at the beginning of the meeting.

2. Unless the Bylaws specify otherwise, the Board shall act by majority vote of those members present at a duly constituted meeting wherein there is a quorum.

3. Board members may not attend a meeting by proxy, but must attend in person to be considered as part of the quorum.

Officers

1. The day to day business of the Association shall be administered by the President, who is the chief executive officer of the Association. The President shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but shall be reappointed each year after the annual Owners' meeting.

2. The Bylaws shall also provide for the powers and duties of the Secretary and Treasurer, and if desired, a Vice President.

ARTICLE V ASSESSMENTS, RIGHTS OF WAYS, ETC.

1. Declarant agrees to maintain the road system until 50% of the original Lots are sold, which ever comes first, at which time the Association shall make the first assessment. The assessment, once made shall be payable not later than July 1, 1993, or as determined by the Executive Board. Thereafter the Property Owners Association shall see to the maintenance of same. To the extent that Declarant has unsold lots within the subdivision, he should meet with the Board of Directors and agree to pay or see to reasonable share of the maintenance occasioned by Declarant in showing lots to prospective buyers.

2. Not later than July 1, 1993, or as determined by the Executive Board, each lot will be subject to an annual assessment for maintenance, repair and replacement of the common elements. Declarant shall be exempt from the assessment, but so long as Declarant has Lots for sale within DUNMORE RIDGE PARK, SECTION 2, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The present assessment is \$100.00 per lot per year, except for those lots that fall under the exception as provided in Article 1, Section 6, as to owners of more than one lot who only use or reside on one of their lots and do not maintain a dwelling or residence on their remaining lots. The maximum assessment for upkeep, maintenance, repair and replacement of the common elements is set at one hundred fifty dollars, unless this declaration is amended by the owners.

4. The Assessment shall be adjusted according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the Index). The Index for December, 1979, which was 230, is the Reference Base Index.

5. The Declarant hereby states that it has a reasonable and good faith belief that the maximum stated assessment shown of \$100.00, above, will be sufficient to maintain the common elements.

6. The maximum assessment may be altered by Amending the Declaration. The Declaration cannot be amended to increase the assessment above one hundred dollars during the period of Declarant's control without the consent of ALL OWNERS.

7. Each owner must bear his prorata share of the expense for the common expenses. The formula for what constitutes a prorata share is set forth below.

8. Any past due common expense assessment or installment thereof bears interest at the rate established by the Association, but not to exceed eighteen

percent per annum.

9. Allocation of Common expense Liability:

(1) Each Owner shall pay his fractional share of the maintenance expenses of the common expense liability, if any, for DUNMORE RIDGE PARK, SECTION 2.

(2) The prorata share of each Owner shall be determined by dividing the total number of Lots as shown by the most recently recorded subdivision plat into the number one, yielding a percentage which shall constitute the pro rata liability of each Owner, except for the exception as set forth in Article 1, Section 6, and as eluded to in Article 5, Section 3, concerning multiple lot owners.

(3) Declarant is exempt from paying the assessment on Declarant's lots owned within the subdivision, but the Declarant is to share in the maintenance of the subdivision roads during the time period that the lots are being marketed to the public. Declarant is to reach agreement on the amount that he should pay annually toward upkeep and maintenance while Declarant is selling lots. Declarant reserves the right to have Declarant's agents or employees perform in kind road maintenance by using Declarant's equipment, in lieu of a cash payment to the Association.

10. Each Lot Owner is individually responsible for obtaining telephone and/or electric service to his property. The utilities easements described on the plat of survey may be used by any Lot Owner, as necessary to obtain service to his/her property.

11. DUNMORE RIDGE PARK, SECTION 2, consists of 30 Lots. It is understood that the owners, guests and invitees of DUNMORE RIDGE PARK, SECTION 2, have the right of ingress and egress from the public road, over across and through all of the roads of said Subdivision as shown on the plat, as all lot owners have the right to use all roads and rights of way in said Subdivision.

Lien for Assessments

1. The Association has a lien on any Lot for the assessment levied against that Lot and its owner from the time the assessment becomes due. Fees, charges, late charges, fines and interest imposed by this Declaration are enforceable as assessments.

2. A lien under this section is prior to all other liens and encumbrances on a lot except liens and encumbrances recorded before the recordation of the declaration.

3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

4. A judgment or decree in any action brought under this section must include costs and reasonable attorneys fees for the prevailing party.

5. The Association upon written request shall furnish to the Owner a statement setting forth the amount of unpaid assessments against the lot. The statement must be notarized and in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the executive board and every owner.

6. For purposes of perfecting and preserving the lien, the Association shall give notice to the Owner as follows:

(1) Personal service by the Sheriff or other credible person.

(2) By registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the office of the Clerk of the County Commission of Hampshire County, West Virginia.

Said notice shall contain the following:

a. Legally sufficient description of the lot.

b. Name or names of the owners.

c. Amount of unpaid assessments due together with the date when each fell due.

7. The Clerk of the County Commission where the notice is recorded shall index the notice in the appropriate deed books and lien books in the name of the owners and the Association. The cost of recordation shall be assessed against any owner found to be delinquent in a subsequent proceeding to enforce the lien.

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 sixty percent (60%) of the votes in the Association are allocated.

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. No amendment may increase the number of lots specified herein, change the boundaries of any lot, change the allocated interest of a lot, or the uses to which any lot is restricted, in the absence of unanimous consent of the owners.

4. 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. Lots shall be used for single - family residential, (defined as one residence per lot), recreational or limited farming purposes only. Limited farming is defined and limited to harvesting hay, gardening or raising livestock. Livestock is defined as horses and/or cattle but not to exceed one such animal for four (4) acres of land.

2. No dwelling shall be less than 960 square feet on the main floor and must be at least 24 feet wide. No building shall be erected on said lot except for aforesaid purposes except for a family garage, storage shed or barn. In addition, any barns built must be located at a distance equal to at least 60% of the lot's depth from the front and at least 40% of its width from any sideline. Any barn must be behind the home built on said lot, and not less than 20 feet from any lot boundary lines. A barn shall be defined as any building housing livestock. Any family garage, storage shed or barn must conform generally in appearance and material with any dwelling on said lot. In addition, no barn shall be constructed on Lot Nos. 9, 13, 16, 17, 24, 26, and 27.

3. Any building constructed of wood must have at least one coat of paint, varnish or stain.

4. Premises shall be maintained in a neat and orderly manner at all times. The owner or owners of said lots shall not engage in any activity not normally associated with residential or recreational occupancy or limited farming and which may become offensive or a nuisance to the neighbors.

5. No house trailers, (defined as single wide trailer or mobile home), travel trailers or motor homes shall be used for permanent habitation, or other uses, except they may be parked on premises temporarily for weekend use or for vacations, for a thirty (30) day period during any one year; however, if a permanent residence is established, a motor home or travel trailer may be stored on said lot for more than thirty (30) days so long as same is not used as a residence. This does not include house trailers.

6. No building may be constructed within sixty feet from the center of road which it faces or of West Virginia Secondary Route 7/1 nor closer than 20 feet from the side of a lot, unless an individual owns more than one contiguous and adjacent lots, in which case the 20-foot set back lines would not apply to any interior boundary lines between the individuals two or more contiguous lots, but

would apply to the perimeter boundaries between his lots and neighboring lots owned by other individuals, so that in this way an individual owning two or more lots could build in the middle of same on or near the property lines without violating these covenants.

7. All buildings and dwellings shall be of substantial building construction. All exterior construction shall be completed within eight (8) months from the date of the beginning of construction. No temporary shacks, trailers or basements shall be used as a residence.

8. All material used for exterior walls of dwellings or buildings shall be of vinyl, brick, stone, aluminum, masonite, redwood or wood siding. No composition asphalt siding or shingles shall be used. All roofs shall be a 3-12 pitch or better. Any sectional house must have a solid block foundation with the tongue and axles and wheels removed. No manufactured single wide homes may be used or placed on any lots in this subdivision. However, manufactured double wide sectional houses may be used or placed on all lots except for Lot Nos. 1, 4 and 10 provided that it meets all other requirements of these covenants. All sectional double wide manufactured homes must have vinyl or wood siding only.

9. None of the lots shall be further subdivided at any time.

10. There shall be no open discharge of sewage or water. All water and sewage to be disposed of as directed by the West Virginia Department of Health.

11. No rights of way or easements shall be granted or created upon or across owners acreage or lots except for public utilities and cable television, except when a new lot is created under Section 9 herein in which a right of way may be created over the parent lot to the new lot.

12. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along drainage ditches.

13. No junkyard, junk, debris, permanently disabled vehicles such as cars, trucks, buses, motorcycles, etc., of any type or description, or any other trash, garbage or waste may be left, stored or abandoned on said lots. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said lots except as essential for building or private road construction, and which must be removed at the end of construction. Garbage and trash disposal shall be the responsibility of the landowner or lot owner. Further, unlicensed or vehicles being repaired, abandoned or junk vehicles must be kept housed in an appropriate facility.

14. No trail bikes, motorcycles, 3-wheel or 4-wheel ATV vehicles are to be ridden on subdivision roads. However, this does not prohibit lot owners in this Section from using and riding motorcycles (if legally licensed) over and upon the roadways situate in this section to and from their employment or for legitimate business reasons.

15. All burning of trash and brush shall be in accordance with the State Fire Marshall's regulations.

16. The purchasers of said real estate or lots in this Section shall be responsible for all percolation tests.

17. No more than four house pets per household shall be allowed. All such pets must be kept confined to their owners property or lot.

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 t.v., electric and water lines on, over, above, and under a strip of land twenty (20) feet wide along all property lines not serving as the centerline for rights of way, and twenty (20) feet along the outer boundary of all subdivision roadways in addition to easements reserved by any other instrument duly recorded. 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. The area reserved for easement installation is the same area shown on the plat for building set back.

19. 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 any Owner to

enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. 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.

21. 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.

ARTICLE IX

APPROVAL AND CONSENT OF CURRENT LOT OWNERS AND FORMER SUBDIVISION DECLARANT TO AMENDMENTS AND REVISIONS TO DUNMORE RIDGE PARK SECTION 2 PLAT AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

1. That the declarant, Laurel Properties Partnership owns all lots in said Subdivision except for Lot No. 23, which by deed dated April 15, 1993, and of record in the aforesaid Clerk's Office in Deed Book No. _____, at page _____, was conveyed unto Clarence James Bell and Shirley Bowman Bell, his wife, said lot containing 7.419 acres, more or less.

2. That Joseph Tyszkiewicz is the former declarant and owner of Dunmore Ridge Park, Section 2, and conveyed his interest to Laurel Properties Partnership, declarant herein, and reserved unto himself the right to approve or reject any and all covenants, conditions, restrictions, etc., concerning said Subdivision.

3. That as such, Clarence James Bell and Shirley Bowman Bell, his wife, do hereby consent, approve, ratify, confirm and accept and do hereby agree to be bound by the revised and amended plat of Dunmore Ridge Park Section 2 and the Amended Declaration of Protective Covenants Conditions and Restrictions for said Subdivision, and as such do agree for the lot number of their existing lot to be changed by proper deed of correction, and by their signatures do agree to same.

4. That Joseph Tyszkiewicz does by his signature consent to the revisions and the amendments contained herein and does consent to said revisions being made herein.

Dated this the 26th day of APRIL, 1995.

LAUREL PROPERTIES PARTNERSHIP
A WEST VIRGINIA GENERAL PARTNERSHIP
R & S Services, Inc., a West
Virginia Corporation, General Partner

BY: Rickie C. Davy
Rickie C. Davy, President

ATTEST: Beverly A. Luckman
SECRETARY

SLONAKER AUTO AND MOBILE HOMES, INC.
a WEST VIRGINIA CORPORATION, GENERAL
PARTNER

BY: Stephen W. Slonaker
Stephen W. Slonaker, President

ATTEST: Patricia C. Slonaker
SECRETARY

Joseph Tyszkiewicz (SEAL)
Joseph Tyszkiewicz

Clarence James Bell (SEAL)
Clarence James Bell

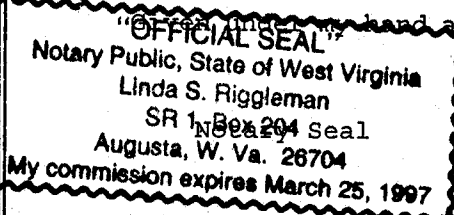
Shirley Bowman Bell (SEAL)
Shirley Bowman Bell

286

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, to-wit:

I, Linda S. Riggleman, a Notary Public, in and for the county and state aforesaid, do hereby certify that Rickie C. Davy, General Partner of Laurel Properties Partnership, whose name is signed and affixed to the foregoing instrument, dated the 26 day of April, 1995, has this day, acknowledged the same before me in my said county and state.



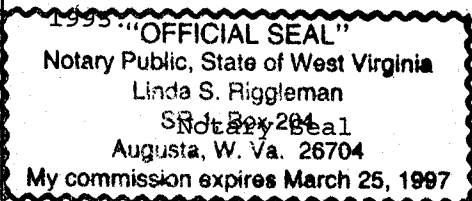
Linda S. Riggleman
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Linda S. Riggleman, a Notary Public, in and for the county and state aforesaid, do hereby certify that Stephen W. Slonaker, General Partner of Laurel Properties Partnership, whose name is signed and affixed to the foregoing instrument, dated the 26 day of April, 1995, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 26 day of April



Linda S. Riggleman
Notary Public

This instrument prepared by H. Charles Carl, III, Attorney at Law, Romney, West Virginia.

lap/realestate disk 3/4-13-95/DUNMORE.cov

STATE OF West Virginia

COUNTY OF Hampshire, TO WIT:

287

I, Laurie A. Paugh, a Notary Public within and for the county and state aforesaid, do hereby certify that Joseph Tyszkiewicz, whose name is signed to the foregoing instrument dated the 26 day of April, 1995, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 26 day of April, 1995.

Laurie A. Paugh

Notary Public Official Seal
Notary Public, State of West Virginia
Laurie A. Paugh
56 East Main St.
Romney, WV 26757
My commission expires February 15, 1999

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO WIT:

I, Laurie A. Paugh, a Notary Public within and for the county and state aforesaid, do hereby certify that Clarence James Bell and Shirley Bowman Bell, his wife, whose names are signed to the foregoing instrument dated the 11 day of May, 1995, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 11 day of May, 1995.

Official Seal
Notary Public, State of West Virginia
Laurie A. Paugh
56 East Main St.
Romney, WV 26757
My commission expires February 15, 1999

Laurie A. Paugh

Notary Public

This instrument was prepared by H. Charles Carl, III, Attorney at Law, Romney, West Virginia.

lap/realestate disk 3/4-13-95/DUNMORE.cov

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

Be it remembered that on the 18th day of May, 1995, at 3:35 P M., this Covenants was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest

Nancy C. Zeller Clerk
County Commission, Hampshire County, W. Va. shl

CASIO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 1589-95

H. CHARLES CARL, III
ANSEL & CARL
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757