

AMENDMENTS TO DECLARATION OF PROTECTIVE  
COVENANTS FOR NORTH MOUNTAIN WOODS

WHEREAS, Your undersigned Grantors are the owners of the subdivision lying and being situate in Capon District, Hardy County, West Virginia, known and designated as "North Mountain Woods"; and

WHEREAS, Your undersigned Grantors have heretofore promulgated a document designated as "Declaration of Protective Covenants for North Mountain Woods", which said document bears date of November 1, 1985, and is of record in the office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 188, at Page 577; and

WHEREAS, Your undersigned Grantors as of the date of this amendment have not sold any lots in the said subdivision and they further desire to amend the aforementioned document known and designated as "Declaration of Protective Covenants for North Mountain Woods" which said document has been filed with the Clerk of the County Commission of Hardy County, West Virginia, as aforesaid.

THEREFORE BE IT KNOWN, That the "Declaration of Protective Covenants for North Mountain Woods" be amended as follows:

- 1) That Paragraph No. 1 of the said "Declaration of Protective Covenants for North Mountain Woods" be amended to provide to Lot Nos. 1 and 7 the use of the access road 30 feet in width and the use of the 15 foot wide wading and equestrian easement.
- 2) That Paragraph No. 2 of the said "Declaration of Protective Covenants for North Mountain Woods" be amended to provide for the payment of the \$50.00 maintenance fee referred to therein on the part of Lot Nos. 1 and 7 inasmuch as by virtue of the amendment set forth in Paragraph No. 1 herein Lot Nos. 1 and 7 shall have the use and benefit of the two (2) rights-of-way referred to in Paragraph 1 herein and in Paragraph 1 of the "Declaration of Protective Covenants for North Mountain Woods". In addition thereto Lot Nos. 1 and 7, by virtue of this amendment shall be entitled to all the rights, responsibilities, duties and obligations set forth further in Paragraph No. 2 of the "Declaration of Protective Covenants for North Mountain Woods".

DECLARATION OF PROTECTIVE COVENANTS FOR  
NORTH MOUNTAIN WOODS

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

(1) The grantors hereby grant and convey unto the property owners for their private use and for purposes of ingress and egress to their respective tracts, the roads and rights-of-way shown on the plat of said subdivision. However, gates may be located on the road leading into the subdivision from the public highway, which gates shall be kept locked for the protection of all owners who will have keys to the lock or locks. A majority of the tract owners may have the right to change this provision in the future concerning the gates. The foregoing set forth in this paragraph shall apply to all lot numbers except Lots Nos. 1 and 7, respectively. Lots Nos. 1 and 7, respectively, shall not have the right to use the access road, 30 feet in width, as shown and depicted on the plat of North Mountain Woods, and in addition thereto Lots Nos. 1 and 7, respectively, shall not have the right to the use of the 15 feet wide walking and equestrian easement as shown and depicted on said plat.

(2) Each lot owner, except the owners of Lots Nos. 1 and 7, respectively, will individually be assessed the sum of Fifty Dollars (\$50.00) per year, per deeded tract, for the use, upkeep and maintenance of the private roads providing ingress and egress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the grantors to a committee of tract owners which may be elected by the owners of the specified tracts, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 1st day of January each year beginning January 1, 1986, by the owner of each tract, to be deposited in a fund designated as North Mountain Woods Maintenance Fund. The committee of lot owners shall designate their treasurer who will have the authority to withdraw the funds for maintenance and upkeep of said roads and in the future this sum may be altered by an acknowledged and recorded declaration executed by a majority of the tract owners. In the event of any resale of the tracts, then the obligation to maintain the roads shall become the obligation of the new owners.

(3) The grantors reserve unto themselves, their heirs, successors and assigns, the right to grant easements for public utilities, together with the right to grant the privilege of erecting telephone and electric 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 any said tract, or within forty (40) feet from the center of any road right-of-way.

(4) All of said tracts shall be used for residential purposes only and any garage or outbuilding shall conform generally with the appearance and materials of any dwelling situate on said tract. All dwellings shall contain at least 800 square feet, above grade, excluding porches and garages, and all buildings are to be located no closer than twenty-five (25) feet side-of-property line and fifty (50) feet from any road.

(5) No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lots hereinafter designated nor upon any buildings erected thereon, except directional signs.

(6) All water, sewage and waste systems as well as any toilets constructed on said tracts shall conform with all regulations of the state and county health departments.

(7) No trucks, buses, old cars, unsightly vehicles, house trailers, shacks, garbage or junk, may be placed, left or abandoned on said tracts. Any motor vehicle on the premises shall be presumed to be junk in the event that it does not have a current license.

(8) While no permanent house trailer shall be permitted on any tract, yet the tract owners shall have the right to place a mobile camper type trailer on said tract for a period not to exceed sixty (60) days in any calendar year, or not to exceed 180 days while a dwelling is under construction, without removing same.

(9) No lot or tract within said subdivision shall be re-subdivided, except Lot No. 1.

(10) No hunting of any type, nature or kind shall be allowed within the subdivision.

(11) That the equestrian and walking easement fifteen (15) feet wide, as shown and depicted upon the plat, shall be for the benefit of all lot owners within said subdivision, with the exception of Lots Nos. 1 and 7, respectively. Said easement, 15 feet in width, shall be for the purpose of providing ingress and egress to and from the 30 ft. right-of-way and the U. S. Government lands.

(12) The housing or maintaining of all livestock within said subdivision shall be prohibited with the exception of horses and household pets.

(13) The grantors reserve the right to sell, give, transfer or assign the right to travel over the 30 ft. right-of-way to the owner or owners of various lots within the Mountain View Acres subdivision, which lies to the southwest of this subdivision, and which said Mountain View Acres subdivision is at the western end of the 30 ft. right-of-way, as shown and depicted on the plat. The grantors reserve the right to sell or assign, as aforesaid, on such terms and conditions as they may deem appropriate, and they further reserve the right to keep all sums of money derived from said sale or assignment; it being understood however that each lot owner to whom said right-of-way may or may not be sold shall be obligated to pay road maintenance fees in the same amounts as Tracts Nos. 2 through 6, inclusively, of North Mountain Woods subdivision.

(14) If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any 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 for such violation(s).

(15) 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.

(16) 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 been already conveyed by them.

WITNESS the following signatures and seals this the 1st day of November, 1985.

James D. Gainer (SEAL)  
James D. Gainer

Harriet Gainer (SEAL)  
Harriet Gainer

Ellis Lee Roy Wilcher, II (SEAL)  
Ellis Lee Roy Wilcher, II

Mary Wilcher (SEAL)  
Mary Wilcher

Joseph W. Gainer (SEAL)  
Joseph W. Gainer

Virginia C. Gainer (SEAL)  
Virginia C. Gainer

STATE OF WEST VIRGINIA  
COUNTY OF HARDY, to-wit:

I, Carla J. McKeever, a Notary Public in and for the County and State aforesaid, do hereby certify that James D. Gainer, whose name is signed to the foregoing writing, bearing date the 1st day of November, 1985, has this day acknowledged the same before me in my said County and State.

Given under my hand this 11th day of January, <sup>1986</sup> ~~1985~~.

My commission expires April 11, 1995.  
Carla J. McKeever  
Notary Public

STATE OF Maryland

COUNTY OF Charles, to-wit:

I, Dawn S. McNamee, a Notary Public in and for the County and State aforesaid, do hereby certify that Harriet Gainer, whose name is signed to the foregoing writing, bearing date the 1st day of November, 1985, has this day acknowledged the same before me in my said County and State.

Given under my hand this 2 day of January, 1985.

My commission expires July 1, 1986.  
Dawn S. McNamee  
Notary Public

