

P.O. Box 1424  
Front Royal, Va

12-4-84 Book 274

38869

Cabin On the Mountain

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Declaration of Covenants

This Declaration, made this 8th day of November 1984, by B. K. Haynes Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

That, whereas Declarant is the owner of certain real property in Hampshire County, West Virginia, having acquired the same by deed recorded in Deed Book 273, at Page 619, among the land records of Hampshire County, West Virginia, which is more particularly described as follows: All that certain tract of land which was conveyed to B. K. Haynes Corporation, by Deed mentioned above and containing acres, more or less, as described in said Deeds and located and situated in Mill Creek District, Hampshire County, West Virginia.

WHEREAS, the Declarant will convey the said property subject to certain protective covenants as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, covenants, reservations and conditions, all of which are for the purpose of having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each and every owner thereof, and shall have the effect of covenants running with the land whether or not specifically referred to in the deeds of conveyance of said lots.

DEFINITIONS

1. "Association" shall mean and refer to the Cabin on the Mountain Property Owners Association, its successors and assigns.
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 sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and Declarant.
4. "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision plat of the Properties.
5. "Declarant" shall mean and refer to B.K. Haynes Corporation, its successors or assigns, if such successors or assigns should acquire the remaining undeveloped lots from the Declarant for the purpose of development.

ARTICLE I  
MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment 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.

ARTICLE II  
COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant shall assess initially, for each Lot, One Hundred Fifty (\$150.00) Dollars per year, for the use, upkeep, and maintenance of the rights-of-way within all sections of said Cabin on the Mountain and scuh other common facilities as the said Declarant may provide therein, subject to any increase as provided hereinafter.

2. On or before December 31, 1984, or when three-fourths (3/4) of the lots have been sold, whichever occurs first, a Property Owners Association shall be established with membership consisting of the owners (and only the Owners) of each lot in Cabin on the Mountain, who shall have one (1) vote per lot owned. The Association shall be governed by the majority vote of the lot owners. A Board of Directors of three (3) to five (5) members shall be elected by the lot owners.

2 a. Any assessment made pursuant to this paragraph, including late fee of five (\$5.00) dollars, interest at the rate of ten (10%) per cent per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid and all grantees do bind themselves, their heirs, and successors in title to this lien and to the covenants herein written. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be raised by more than a percentage increase not greater than the Cost of Living Index Increase (urban) as published by the Department of Interior Bureau of Standard. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Cabin on the Mountain Property Owners Association and is deemed to covenant and agree to pay One Hundred Fifty (\$150.00) dollars per lot, per year, beginning January 1985, and to pay annually thereafter to the Property Owners Association, to be created as hereinafter set forth, an amount determined by the positive vote of owners of at least two-third (2/3) of the lots in said subdivision as necessary for the purpose of maintaining all fifty (50) foot wide rights-of-way and the roadways therein shown on the subdivision plat, and any common areas, including the removal of snow and the repairs and improvements of the roadways, as well as the access right-of-way from County Route 50/2, and the fifteen (15) foot access right-of-way from State Route 50 to said subdivision. During December of each year, beginning December 1984, the Association shall notify each lot owners, in writing, as to the amount of lot assessment which shall be due and payable by January 31st. In the event of a resale of one or more parcels in said subdivision the obligation shall become the obligation of the new owner(s).

2 b. If any one owner owns two or more adjoining lots, only one assessment shall be payable so long as two or more adjoining lots are so owned and only one house is built by said owner on said lots. If any of said lots is there-after sold or conveyed or improved by an additional dwelling, it shall be subject to separate assessment of One Hundred Fifty (\$150.00) Dollars.

2 c. If the owner of any lot is in default in the payment of any assessments, including interest and cost of collection, in addition to any other means of collection, the Property Owners Association may bring an action at law against the owner involved at a public auction after advertisement once a week for four (4) successive weeks, in some convenient newspaper having general circulation in Hampshire County, and after thirty (30) days written notice mailed to the last known address of the said owner. Cost of sale shall be paid from the proceeds of sale before the payment of amount involved. In exchange for Declarant's agreement to maintain said roadways and rights-of-way until December 31, 1984, the declarant shall be exempt from the payment of said annual assessments.

2 d. B. K. Haynes Corporation shall be exempt from the payment of road maintenance and common area assessment fees.

3. 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 construction of a driveway into any lots, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to prohibit blockage of natural drainage. No parking is permitted upon any road within the property at any time; and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guest(s).

4. 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. House trailers shall be placed on a solid foundation in wooded areas only. Setback lines for trailers shall be 100 feet from the centerline of road unless otherwise approved by Declarant or its assigns. Temporary camping trailers may be placed on any lot provided Hampshire County and West Virginia State laws concerning temporary camping are complied with.

5. No building shall be erected closer than forty-five (45) feet from the front property line, nor closer than twenty (20) feet to the side or rear property lines, with the exception that where permitted and two or more tracts are used together for the consideration of one dwelling, then said twenty (20) feet setback shall apply only to outside lines.
6. All sanitation facilities constructed on any lot shall conform to the regulations of the West Virginia and Hampshire County Health Departments.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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 a two-thirds (2/3) vote of its Board of Directors and after fifteen (15) days notice to the Owner, the Property Owners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance (including moving and removal of grass over 24" high in the form of Hay), repairs 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.
8. The Declarant reserves unto itself and its assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits, and related equipment and sewer, gas and water lines and the right to grant easements or rights-of-ways thereof, on, over, and under a strip of land twenty (20) feet wide along both sides of the fifty (50) foot wide rights-of-ways and along all property lines not serving as the centerline for rights-of-ways, in addition to easements reserved by any other instrument duly recorded.
9. Each lot owner shall have the rights of ingress and egress from his lot over the rights-of-ways and roadways as shown on the subdivision plat, as well as the access rights-of-ways from County Route 50/2 and State Route 50. No part of any lot may be sold or used as a road or right-of-way to any land outside the property without the advance, written permission of Declarant.
10. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes will be allowed, until said property is paid for in full.
11. The owner shall maintain repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree 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 or from Owner's lot. All lots improved or unimproved, must be maintained by owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot. In the event any owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Declarant of Board of Directors of the Association, upon two-thirds (2/3) votes of the Board of Directors, and after fifteen (15) days notice to the Owner, Declarant or Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and perform necessary maintenance repairs and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and all cost of same when performed assessment to which such Lot is subject.
12. If the parties hereto, or any of them, or their heirs and assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning 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 covenants, either to prevent him or them for so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

WITNESS the following signatures and corporate seal of B. K. Haynes Corporation which has caused this instrument to be executed and delivered in its corporate name by Bradley K. Haynes, its President, and its corporate seal to be affixed and attested by its Secretary, Betty G. Haynes, this 8th day of November, 1984.



B. K. HAYNES CORPORATION

BY:

*Bradley K. Haynes*  
BRADLEY K. HAYNES, PRESIDENT

ATTEST:

*Betty G. Haynes*  
BETTY G. HAYNES, SECRETARY

STATE OF VIRGINIA  
COUNTY OF WARREN

I, Linda A. Griffey, a Notary Public in and for the State and County aforesaid do hereby certify that Bradley K. Haynes, whose name is signed as President, and Betty G. Haynes, whose name is signed as Secretary of B. K. Haynes Corporation to the foregoing instrument bearing date on the 8th day of November, 1984, have each acknowledged the same before me in my State and County aforesaid and made oath that their signatures and corporate seal were thereto affixed pursuant to due authority.

Given under my hand this 8th day of November, 1984.  
My commission expires the 21st day of January, 1985.



*Linda A. Griffey*  
NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY JOHN N. McCUNE, ATTORNEY AT LAW, P. O.

BOX 1424, FRONT ROYAL, VIRGINIA, 22630.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit November, 1984, at 11:51 A. M.,  
this Declaration of Ownership day of November, 1984, at 11:51 A. M.,  
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk  
County Commission, Hampshire County, W. Va.