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RESTRICTIVE COVENANTS AND CONDITIONS  
FOR  
SHORT MOUNTAIN ESTATES

684

Deed Book 257, page 684 35290

The following restrictive covenants and conditions shall apply to Short Mountain Estates, lying and being situate in Sherman District, Hampshire County, West Virginia, and being a portion of the same tract or parcel of real estate which was conveyed to Garnett R. Turner and Lena A. Turner, his wife, by William Irvin Hamilton Treadway, et ux, by deed dated May 21, 1982, which is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 256, at page 194. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Short Mountain Estates, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of Short Mountain Estates, as hereinafter set forth.

In the event of violation or breach of any of the following covenants or conditions, or threatened breach thereof, the owner or owners of any tract or tracts in Short Mountain Estates shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the tracts in Short Mountain Estates. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or an acquiescence therein.

Invalidation by any court of competent jurisdiction of any specific covenant or condition contained herein shall in no way

affect any other condition or covenant, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

1. The Grantors herein, that being Garnett R. Turner and Lena A. Turner, his wife, may assess each tract owner a sum of up to Twenty-Five Dollars (\$25.00) per year, per tract for the use, upkeep (not snow removal), and maintenance of rights of way within the subdivision. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners, appointed by the Grantors, upon the conveyance of eighty (80) per cent of all lots within the subdivision, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract or tracts, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tract or tracts, without any provision therein specifically so providing. After any failure of the Grantors or their assigns or successors to exercise the appointive power as set forth in this paragraph, after reasonable notice by at least two land owners within Short Mountain Estates, given to the said Grantors, their heirs or successors in title, a meeting of all land owners within Short Mountain Estates may be called and a majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph.

2. The Grantors reserve unto themselves, their heirs, successors or assigns, the right to erect and maintain telephone and electrical light poles, conduits, equipment, sewer, gas and water

lines, or to grant easements or rights of way therefor, with the rights of ingress and egress for the purpose of erection or maintenance or both, on, over or under, a strip of land twenty-five (25) feet wide at any point along the sides, rear or front lines of any of the tracts within the subdivision. The tracts adjacent to W. Va. State Route 29, and Hampshire County Route 7/5, will also have a twenty-five (25) feet right of way reservation for state road improvement.

3. No further subdivision of any of the tracts within Short Mountain Estates will be allowed for a period of twenty (20) years, and then only with approval of ninety (90) per cent of the then existing tract owners within Short Mountain Estates.

4. The Twenty-Five Dollars (\$25.00) fee per year referred to in Paragraph 1 herein, shall apply to all tracts.

5. No structure of any type or kind whatsoever in Short Mountain Estates may be erected closer than fifteen (15) feet to the road rights of way therein, nor shall be in any manner erected closer than fifteen (15) feet to the sides or rear or front of any tract division line.

6. No trucks, buses, old cars or unsightly vehicles may be left or abandoned on the tracts within Short Mountain Estates; however, this paragraph shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or any other refuse thereon.

8. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within the subdivision, and such construction

shall also be in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways, and shall require the installation of culverts when necessary to prevent the obstruction of natural drainage on the main roadways.

9. The roadway designated as "Rons Drive" is and shall be for the exclusive use and benefit of the owners of Tract Nos. 1 through 31, for use in going to their respective tracts or parcels of real estate and also as access to Short Mountain hunting area.

10. The roadway designated as "Oak Drive" is and shall be for the exclusive use and benefit of the owners of Tract Nos. 32 through 56, for access to their tracts or parcels of real estate and for access to Short Mountain hunting area.

11. The restrictive covenants and conditions set forth in this document may be changed upon approval of eighty (80) per cent of the then land owners within the subdivision of Short Mountain Estates, provided, however, that a meeting of all land owners be held and that all land owners then within Short Mountain Estates be present in person or by their duly authorized representative.

The above restrictive covenants and conditions apply to each and every roadway and tract of real estate within Short Mountain Estates, a plat of which is duly recorded in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Plat Book No. 3, at page 104.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17 day of August, 1982.

Garnett R. Turner (SEAL)  
Garnett R. Turner

Lena A. Turner (SEAL)  
Lena A. Turner

STATE OF 688 Virginia  
COUNTY OF Rockingham, to-wit:

I, L. P. Fitzwater Jr., a Notary Public  
in and for the County and State aforesaid, do hereby certify  
that Garnett R. Turner and Lena A. Turner, his wife, whose names  
are signed to the foregoing writing, bearing date the 17th day  
of August, 1982, have this day acknowledged the same before me  
in my said County and State.

Given under my hand this 17th day of August, 1982.

My commission expires October 9, 1984.

L. P. Fitzwater Jr.  
Notary Public



SEE & WALTERS  
ATTORNEYS AT LAW  
MOOREFIELD  
WEST VIRGINIA

This instrument prepared by Jack H. Walters,  
Attorney at Law, Moorefield, WV 26836.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:  
Be it remembered that on the 19th day of August, 1982, at 11:55 A M.  
this Restrictive Covenant 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. Fuller Clerk  
County Commission, Hampshire County, W. Va.