

DAVID MONGOLD  
 HC 32 BOX 76  
 PETERSBURG, WV 26847

BOOK 0193 PAGE 032

"AMENDED"

# DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

TO PROPERTY DESCRIBED AS SPRING MOUNTAIN PROPERTIES, SECTION "A", MILROY DISTRICT, GRANT COUNTY, AND SOUTH FORK DISTRICT, HARDY COUNTY, WEST VIRGINIA AS IS PRESENTLY OWNED BY STEPHEN H. HARMAN, JOHN B. LOUNSBURY, AND BARBARA A. LOUNSBURY, JOHN D. MONGOLD AND CARLA D. MONGOLD, ALLEN V. EVANS AND L. BEVERLY EVANS, BILLY M. RIGGLEMAN AND SANDRA L. RIGGLEMAN, HEREINAFTER CALLED "GRANTORS"

WHEREAS, Grantors are the owners of a tract of land, containing 2,510.86 acres more or less, located in Milroy District, Grant County and South Fork District, Hardy County, West Virginia. Said tract being more particularly described on a certain plat prepared by Curtis Keplinger, WVLS #518, which is recorded the Office of the Clerk of the County Commission of Grant County, West Virginia, in Plat Cabinet 4, Slide 42 & 43

WHEREAS, the Grantors desire to establish a uniform plan of development for Spring Mountain Properties, Section A, and before doing so desires to impose upon the lots actual and beneficial restrictions, covenants, easements, users fees, charges, assessments, and liens under a general plan of development and improvement for the mutual enjoyment, convenience, protection and benefit of the lots and owners of said lots, present and future: and

WHEREAS, it is expressly understood that the said protective covenants and restrictions shall not apply to any real estate not designated and described as "Section A". Nothing contained in this Declaration shall be construed as limiting or restricting the Grantors in the development of any other lands owned by them that are not designated as Section A.

NOW, THEREFORE, Grantors do hereby declare and establish that the following covenants, restrictions and easements shall constitute covenants to run with the land in Section A of Spring Mountain Properties.

1. Upon the sale of 75% of the total Lots within Spring Mountain Properties, Section "A", hereinafter referred to as the "Subdivision," or at any time prior thereto at the discretion of the Grantors, a non-stock, a non-profit, Homeowners Association, to be called the Spring Mountain Properties Homeowner Association, Inc., hereinafter referred to as the "Association" shall be formed.

A. Every person or entity, except the Grantors, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to each Lot.

B. The roadways and rights-of-way constructed throughout the Subdivision are for the use of the Grantors, its Grantees, and their respective heirs, successors and assigns subject to the following restriction. Each Owner of a Lot in said Subdivision shall have a non-exclusive perpetual easement for ingress to and egress from their Lot, over Subdivision roads, using only the most direct and convenient route to reach a public access road, subject to such Lot being current with all Assessments due to the Grantors or the Association.

C. The Association shall maintain the rights-of-ways, and roads within Subdivision, and shall assess each Lot owner (except the Grantors and Lot owners whose Lots front only a county road and no interior road in the Subdivision) on a pro rata basis, amounts necessary for the improvement and maintenance of the rights-of-way and roads, not to initially exceed \$100.00 per Lot owner annually. Any lot owner, their heirs, successors and assigns who use the Subdivision roads for the harvest of forest products or construction activities and who cause damage to the roads beyond normal wear and tear, shall be responsible for said damage and repairs, and shall correct said damage and perform repairs within ten days of receipt of written notice from the Grantors or Association. In the event that said lot owner, their heirs or assigns fail to make said repairs within ten days, the Grantors or Association may have said repairs made and bill the costs to the responsible lot owner, their heirs or assigns.

D. Any billing or assessments, together with interest at the rate of 18% annually and costs, shall be a lien upon the Lot against which such billing or assessment is made. The Grantors or Association shall have the right to file among the land records of Grant or Hardy Counties, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any billing or assessment remains unpaid for a period of ninety (90) days.

2. No house or cabin shall be erected on any Lot in the Subdivision to contain less than 700 square feet of living area and any garage or other buildings must conform generally in appearance and material with any dwelling constructed thereon. The exterior of any house or cabin being built on a Lot in the Subdivision must be completed within one year after day of commencing the construction thereof.

3. Mobile homes are permitted, but must be at least twelve 12 feet wide, of good appearance, and not over ten (10) years old when placed on the property. Double wide mobile homes and manufactured houses are also permitted. All single wide and double wide mobile homes must be underpinned or skirted within three months of placement on Lot. No dilapidated, rundown or unsightly single wide mobile homes will be permitted.

4. Camping is permitted using professionally manufactured equipment such as tents, campers, motor homes, etc.

5. No Lot shall be used for commercial purposes, except the growing and harvest of forest products, and a home occupation shall be permitted. A home occupation shall be conducted by the person or persons actually residing in the dwelling unit in which said home occupation is located, and no more than two additional employees shall be permitted.

There shall be no external evidence of such activity other than one nonilluminated identification sign not exceeding three feet square in area. Additionally, a professional or business office may be located in the premises if such office is an integral part of the dwelling and the dwelling is primarily used for residential purposes. The office space shall not exceed three hundred square feet and shall employ no more than three persons, including the professional or business person and the residents; and there shall be no external evidence of such activity other than on nonilluminated identification sign not exceeding three feet square in area.

6. Any person wanting to raise farm animals shall keep such animals restrained by protective fence.

7. No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health.

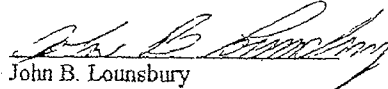
8. Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage.

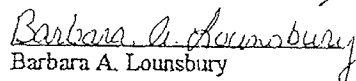
9. Grantors reserves unto themselves, their successors and assigns, the right to erect and maintain utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining the same one, over, or under a strip of land twenty (20) feet wide at any point along the side Lot lines of each Lot, forty (40) feet along the front of each Lot line, thirty (30) feet along the rear lines of any said Lot and forty (40) feet wide along the perimeter of the Subdivision. Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road. Road right-of-way includes an easement for the purpose of cutting, filling, draining, and maintenance of slopes and drainage courses. Grantors further reserve an easement for non-exclusive, perpetual access for ingress and egress across all private roads, access roads, to and from all lots, recreation areas, and all improvements, and undeveloped lands belonging to the Grantors.

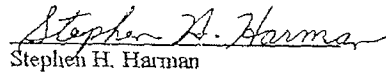
10. No Lot in the Subdivision shall be subdivided to contain less than ten (10) acres. No Lot in the Subdivision shall be subdivided for resale before July 1, 2,007, except by the Grantors.

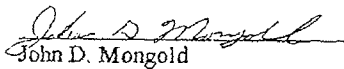
11. Nothing contained herein is to be construed to prevent the Grantors from amending or placing further restrictions or covenants, or easements on lots in Section A which have not been conveyed by it.

L. Beverly Evans executes this "Amended" Declaration of Protective Covenants and Restrictions as attorney-in-fact for Billy M. Riggleman and Sandra L. Riggleman, by virtue of that certain Power of Attorney dated June 25, 1993 and of record in the office of the Clerk of the County Commission of Grant County, West Virginia in Deed Book 182 at Page 180.

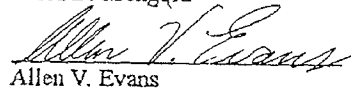
  
John B. Lounsbury

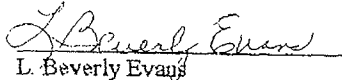
  
Barbara A. Lounsbury

  
Stephen H. Harman

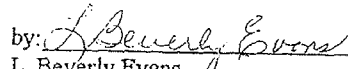
  
John D. Mongold

  
Carla D. Mongold

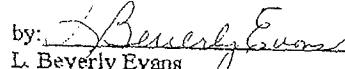
  
Allen V. Evans

  
L. Beverly Evans

Billy M. Riggleman

by:   
L. Beverly Evans  
His Attorney-in-Fact

Sandra L. Riggleman

by:   
L. Beverly Evans  
Her Attorney-in-Fact

Mail 1/1/83 172  
June Harman  
R.D. 2, Box 95  
Dorcas, WV  
26835

INST. 93 732  
NO. 93 732

BOOK 178 PAGE 253

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
TO PROPERTY DESCRIBED AS SPRING MOUNTAIN PROPERTIES, SECTION  
"A", MILROY DISTRICT, GRANT COUNTY, AND SOUTH FORK DISTRICT,  
HARDY COUNTY, WEST VIRGINIA AS IS PRESENTLY OWNED BY STEPHEN  
H. HARMAN, JOHN B. LOUNSBURY, AND BARBARA A. LOUNSBURY, JOHN  
D. MONGOLD AND CARLA D. MONGOLD, ALLEN V. EVANS AND L.  
BEVERLY EVANS, BILLY M. RIGGLEMAN AND SANDRA L. RIGGLEMAN,  
HEREINAFTER CALLED "GRANTORS"

WHEREAS, Grantors are the owners of a tract of land,  
containing 2,510.86 acres more or less, located in Milroy  
District, Grant County and South Fork District, Hardy County,  
West Virginia. Said tract being more particularly described  
on a certain plat prepared by Curtis Keplinger, WVLS #518,  
which is recorded the Office of the Clerk of the County  
Commission of Grant County, West Virginia, in Plat Cabinet  
4, Slide       .

WHEREAS, the Grantors desire to establish a uniform plan  
of development for Spring Mountain Properties, Section A, and  
before doing so desires to impose upon the lots actual and  
beneficial restrictions, covenants, easements, users fees,  
charges, assessments, and liens under a general plan of  
development and improvement for the mutual enjoyment,  
convenience, protection and benefit of the lots and owners of  
said lots, present and future: and

WHEREAS, it is expressly understood that the said  
protective covenants and restrictions shall not apply to any  
real estate not designated and described as "Section A".  
Nothing contained in this Declaration shall be construed as  
limiting or restricting the Grantors in the development of  
any other lands owned by them that are not designated as  
Section A.

NOW, THEREFORE, Grantors do hereby declare and establish  
that the following covenants, restrictions and easements  
shall constitute covenants to run with the land in Section A  
of Spring Mountain Properties.

1. Upon the sale of 75% of the total Lots within Spring  
Mountain Properties, Section "A", hereinafter referred to as  
the "Subdivision," or at any time prior thereto at the  
discretion of the Grantors, a non-stock, a non-profit,  
Homeowners Association, to be called the Spring Mountain  
Properties Homeowner Association, Inc., hereinafter referred  
to as the "Association" shall be formed.

A. Every person or entity, except the Grantors, who is  
a record owner of any Lot in the Subdivision shall be a  
member of the Association, and shall be entitled to one (1)  
vote for each Lot owned. In no event shall more than one (1)  
vote be cast with respect to each Lot.

B. The roadways and rights-of-way constructed throughout the Subdivision are for the use in common of the Grantors, its Grantees, and their respective heirs, successors and assigns. Each Owner of a Lot is said development shall have a non-exclusive perpetual easement for ingress to and egress from his lot over and across all private roads, and access roads, subject to such Owner being current with all Assessments due to the Grantors or the Homeowners Association.

C. The Association shall maintain the rights-of-ways, and roads within Subdivision, and shall assess each Lot owner (except the Grantors and Lot owners whose Lots front only a county road and no interior road in the Subdivision) on a pro rata basis, amounts necessary for the improvement and maintenance of the rights-of-way and roads, not to initially exceed \$100.00 per Lot owner annually.

D. Any assessments, together with interest at the rate of 18% annually and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Grant or Hardy Counties, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid for a period of ninety (90) days.

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4. Camping is permitted using professionally manufactured equipment such as tents, campers, motor homes, etc.

5. No Lot shall be used for commercial purposes, except the use of the property for a home occupation shall be permitted. A home occupation shall be conducted by the person or persons actually residing in the dwelling unit in which said home occupation is located, and no more than two