

COVENANTS AND RESTRICTIONS  
MOUNTAIN TOP PROPERTIES

The real estate conveyed shall be subject to the following covenants and restrictions, which covenants and restrictions are to run with the land and shall be incorporated in the deed conveying said lot(s).

1. There shall be no single-wide mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence. However, double-wide mobile houses or prefabricated houses are permitted, provided that the siding is of wood, vinyl or masonite and they are placed on a permanent foundation or permanent piers with underside skirted and tongue removed.
2. Camping is permitted using professionally manufactured equipment such as tents, campers, etc.
3. COMMERCIAL USE AND NUISANCE: No commercial business shall be permitted, except for operations that would not increase the use of the private road beyond the traffic that would be generated for an agricultural use or purpose. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, with the exception of hunting, as long as the hunting laws of the State of West Virginia are obeyed.
4. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front, side, and rear lot lines closer than thirty (30) feet.
5. SEWAGE: 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. No outside toilet or closet shall be erected on any Lot.
6. MAINTENANCE: 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.
7. AGRICULTURE: There shall be no swine or poultry kept on the lots for commercial use. Grazing animals may be kept as long as suitable fencing and facilities are maintained at a rate of one (1) such animal per fenced acre. (Grazing animals are defined to be horses, cattle and sheep.
8. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain utility and electric lines, or to grant easements or right-of-ways therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land fifteen (15) feet wide at any point along the side Lot lines of each Lot, (30) feet along the front of each Lot line, thirty (30) feet along

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the rear lines of any said Lot and thirty (30) 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.

- 9. The Grantors, Homer L. Feller and Nancy C. Feller, his wife, may assess each tract owner of the subdivision as necessary for the improvement and maintenance of the rights-of-way and roads in the subdivision, not to exceed \$99.00 per Lot owner annually, and as adjusted pursuant to the provisions of West Virginia Code 36B-1-114. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and said assessment and levy shall be payable on or before the 1st day of January next following the purchase of said tract and on or before the 31st day of January each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more tracts, then the obligation to pay the said assessment and levies shall become the obligation of the new owner or owners.
- 10. COMMON AREA: A common area has been designated for the use and benefit of the owners of Tract Numbers 1 through 17, and an easement is reserved over Tract Number 15 for the use and benefit of those lot owners as shown on the plat of this subdivision.
- 11. The owners of Lot Numbers 12 and 13 shall have the exclusive use of that certain right of way, wherein said right of way is designated as a 30 foot wide right of way passing through Lot Numbers 12 and 13.
- 12. The Developers, Homer L. Feller and Nancy C. Feller, his wife, shall have the right to gate the roadways and provide the lot owners with a key to any locks.

WITNESS the following signatures and seals:

*Homer L. Feller* (SEAL)  
 HOMER L. FELLER  
*Nancy C. Feller* (SEAL)  
 NANCY C. FELLER

Thompeon & Parsons  
Attorneys at Law  
Romney, West Virginia

HAMPSHIRE COUNTY COM.  
 DEED  
 Date/Time: 06/03/2002 14:05  
 Inst #: 414- / 41147  
 Book/Page: 414- / 621-  
 Recd/Tax: 583.00 572.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 06/03/2002 2:05 P.M.  
The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.