



**AMENDED DEDICATION OF PLAT AND DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS and RESTRICTIONS FOR  
SKAGGS RUN DEVELOPMENT, SECTION 1**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as  
"Declarants", do hereby take a portion of their real estate and create a development to be known as  
SKAGGS RUN DEVELOPMENT, SECTION 1, subject to the hereinafter described protective  
covenants, conditions and restrictions.

The real estate now known as Skaggs Run Development, Section 1, is a portion of the same  
property conveyed unto Max E. Park and Ronald G. Bean from Mary K. Orndorff, a widow, by  
Deed dated July 7, 2006, and of record in the Office of the Clerk of the County Commission of  
Hardy County, West Virginia, in Deed Book No. 292, at Page 743. The portion of the real estate  
that is now known as Skaggs Run Development contains 49.43 acres, more or less, and is divided in  
to six (6) lots or parcels of real estate, with 2.51 acres in the forty foot (40') wide right-of-way. The  
real estate was recently surveyed by Curtis E. Keplinger, Licensed Land Surveyor No. 518, and a  
Plat of Survey for Skaggs Run Development, Section 1, is to be recorded in the aforesaid Clerk's  
Office prior to or contemporaneously with the recordation of this instrument in Plat Book No. 8, at  
Page to be assigned, to which reference is now made for a more particular description of said real  
estate and for any and all other pertinent purposes.

The real estate described on the aforesaid Plat of Survey containing Lots 1 through 6 are  
subject to the following protective covenants, conditions and restrictions and said restrictions are  
said to run with the land and be binding upon the Declarants, their heirs and assigns, and are more  
particularly set forth as follows:

1. Each lot shall be used for residential / recreational purposes only. Any garage,  
outbuilding or other accessory building must conform generally in appearance in material with any  
dwelling on said lots. Said lots shall not be used for commercial purposes.
2. No trailers or double-wide homes are permitted on any of the lots in this development.  
However, modular homes and/or sectional homes are permitted so long as they are placed on  
permanent foundations. Any house placed on said property must have a minimum of 1,200 square  
feet of interior living space, exclusive of basement, garage, porch, carport, deck and overhanging  
eaves, and must be of good quality construction.
3. No building shall be erected closer than seventy-five (75) feet from the side, rear or front  
boundary lines of said lots, provided that the lot owners association, after its organization, may  
authorize lesser setbacks where dictated by terrain, provided that all zoning laws are complied with.

4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have a current license plate or inspection sticker not more than six months out of date shall be permitted on any lot. Said lots shall be kept free and clear of junk and debris.

5. Said real estate is subject to a forty foot (40') wide right-of-way leading from Upper Skaggs Run Road providing access to each of the lots or parcels of real estate. Said forty foot (40') wide right-of-way also includes adequate room for utility easements to provide utilities to each of the lots or parcels of real estate contained herein. Said forty foot (40') wide right-of-way is more particularly described and set forth on the aforesaid Plat of Survey, and reference is now made to said Plat for any and all pertinent purposes. In addition, the Grantors own a 20.42 acre tract of real estate that adjoins a portion of this development and the Grantors, their heirs and assigns, reserve a right of access from Upper Skaggs Run Road over Bean Drive leading to the 20.42 acre tract or real estate and said right-of-way shall be used for purposes of egress and ingress to said real estate along with the rights of owners of lots within Skaggs Run Development; however, the Grantors, their heirs and assigns, shall be responsible for a portion of the maintenance and repair of Bean Drive and all of the cost and maintenance and repair of the roads within the 20.42 acre tract of real estate. The owners of lots within Skaggs Run Development will have no shared cost of road maintenance and repair in the 20.42 acre tract of real estate.

6. There shall be an initial Two Hundred Dollar (\$200.00) per year lot owners fee that is due annually on the 1<sup>st</sup> day of January of each year and payable to a lot owners association to be created by the lot owners. Said lot owners association shall have general authority to maintain the lots within the development and to make assessments, if necessary, for the maintenance and upkeep of the roads within the subdivision. Each lot shall have one (1) vote. Until the lot owners association has been created, the Declarants of this development shall be responsible for the maintenance and upkeep of the roads. The lot owners association shall have the authority, with proper notice given to all lot owners, to change or amend the restrictive covenants and conditions and to establish a set of bylaws for the internal operation of the lot owners association.

7. Lot No. 1, containing 8.22 acres, more or less, is exempt from payment of the maintenance fee so long as access to the Lot is obtained from Upper Skaggs Run Road, County Route 1/3, but if the owner of Lot No. 1 elects to use the interior roads of the subdivision for access to Lot No. 1 a maintenance fee will be due.

WITNESS the following signatures and seals:

Max E. Park (SEAL)  
MAX E. PARK

Ronald G. Bean (SEAL)  
RONALD G. BEAN

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, to-wit:

On the 5<sup>th</sup> day of December, 2007, before me personally appeared Max E. Park, X personally known to me, or \_\_\_\_\_ proved to me on the basis of satisfactory evidence, and acknowledged to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

My commission expires 02-04-08.

OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
KRISTIE M. COST  
BEAN & BEAN, ATTORNEYS AT LAW  
P. O. DRAWER 30  
MOOREFIELD, WV 26836

Kristie M Cost  
NOTARY PUBLIC

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, to-wit:

On the 5<sup>th</sup> day of December, 2007, before me personally appeared Ronald G. Bean, X personally known to me, or \_\_\_\_\_ proved to me on the basis of satisfactory evidence, and acknowledged to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

My commission expires 02-04-08.

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NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
KRISTIE M. COST  
BEAN & BEAN, ATTORNEYS AT LAW  
P. O. DRAWER 30  
MOOREFIELD, WV 26836

Kristie M Cost  
NOTARY PUBLIC

This Instrument was prepared by:

William H. Bean, Attorney at Law  
116 Washington Street, P.O. Drawer 30  
Moorefield, West Virginia 26836  
(304) 538-6198

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This document presented and filed:  
12/05/2007 02:38:18 PM

Gregory L. Ely

Gregory L. Ely, Hardy County, WV  
Transfer Tax: \$0.00