

Mailed with # 43853

43854
RESTRICTIVE COVENANTS AND CONDITIONS
FOR BIG OAK ESTATES

493

The following covenants and conditions shall apply to Big Oak Estates, lying and being situate in Gore District, Hampshire County, West Virginia, and being the same real estate which was conveyed to Daniel D. Ritchie and Patricia T. Ritchie, his wife, By deed dated August 7, 1987, which is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 294, at Page 513. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Big Oak 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 Big Oak Estates as hereinafter set forth.

In the violation or breach of the following conditions or covenants, or threatened breach thereof, the owner or owners of any tract or tracts in Big Oak 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 various tracts in Big Oak Estates. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

1. The Grantors may assess each tract owner a sum of up to Fifty Dollars (\$50.00) per year, per tract, for the use, upkeep (not snow removal), and maintenance of rights-of-way within the subdivision, and that it is further understood that each tract that has a permanent residence situated on it will be assessed in the amount of Fifty Dollars (\$50.00) per year, and that tracts not having any permanent residences on same will be assessed in the amount of Thirty-Five Dollars (\$35.00) per year. 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, 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, 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 and 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 tracts, without any provision therein specifically so providing. After any failure of the Grantors or their heirs, successors or assigns, to exercise the appointive powers set forth before in this paragraph, after reasonable notice by at least two (2) land owners within Big Oak Estates given to the said Grantors, their heirs, successors or assigns in title, a meeting of all land owners within Big Oak Estates may be called and the majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph. There shall be no road fee for Lot No. 1 and Lot No. 2, and no corresponding right to use Big Oak Drive, as shown and depicted on the plat or map of Big Oak Estates, for the purpose of gaining access to and from Lot No. 1 and/or Lot No. 2 from State Route 5.

The access to Lot No. 1 and Lot No. 2 is via the 30 foot right-of-way on the northeast side of Lot No. 1, as shown and depicted on said plat or map. That said 30 foot right-of-way will not be maintained by the Grantors or any subsequently appointed committee of tract owners.

2. The Grantors reserve unto themselves, their heirs, successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights-of-way therefor, with the right of egress and ingress for the purpose of erection or maintenance 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 said subdivision.

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

4. No structure of any type or kind whatsoever in Big Oak Estates may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than fifteen (15) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly vehicles may be left or abandoned on the tracts within Big Oak Estates; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. 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; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways. In some cases a pipe may be necessary across the driveway.

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

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. All rights-of-way within the subdivision of Big Oak Estates are for the exclusive use and benefit of the tract owners, and only the tract owners of said subdivision, except that Lot No. 1 and Lot No. 2 shall have no right to use Big Oak Drive, and the remaining lots within the subdivision shall have no right to use the 30 foot right-of-way on the northeast side of Lot No. 1, which said right-of-way provides ingress and egress to and from State Route 5 and Lots Nos. 1 and 2.

9. The roadway within the subdivision of Big Oak Estates is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the centerline of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision shall have the right to use the main roadway but only so far as said roadway or right-of-way extends to the farthest property boundary of any individual tract and no further.

10. Upon the sale or conveyance on the part of the Grantors of eighty (80) percent of the tracts within Big Oak Estates, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

11. All lots within the subdivision of Big Oak Estates are intended for single family dwellings or mobile homes occupied by only one family, and there shall be no more than one dwelling house or mobile home per lot. No commercial business, the existence of which can be ascertained from viewing said lot, will be

permitted on any lot, with the exception of a sign not to exceed nine (9) square feet.

WITNESS the following signatures and seals this the 28 day of September, 1987.

Daniel D. Ritchie (SEAL)
Daniel D. Ritchie

Patricia T. Ritchie (SEAL)
Patricia T. Ritchie

STATE OF Virginia
COUNTY OF At Large, to-wit:

I, Dorothy Marie Donald, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel D. Ritchie and Patricia T. Ritchie, his wife, whose names are signed to the foregoing writing, bearing date the ___ day of September, 1987, have this day acknowledged the same before me in my said County and State.

Given under my hand this 28 day of September, 1987.

My commission expires MY COMMISSION EXPIRES MAY 27, 1991.

(NOTARY SEAL)

Dorothy Marie Donald
Notary Public

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

This instrument prepared by Jack H. Walters,
See, Walters & Krauskopf, Attorneys at Law,
P. O. Box 119, Moorefield, WV 26836.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Do it remembered that on the 3rd day of November, 1987, at 3:07 P.M.,
this Covenants + Conditions 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 Feller Clerk
County Commission, Hampshire County, W. Va.

Del. 10-18-04
Carl, Keaton & Frazer
Attorney @ Law

64345

BOOK 436 PAGE 773

AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS
FOR BIG OAK ESTATES

WITNESS this Amendment to the Restrictive Covenants and Conditions for Big Oak Estates, originally dated the 28th day of September, 1987, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 296, at page 493, by Clyde R. Robertson and Betty Jo Robertson, his wife; George I. Gardiner; Ronald C. McKnight, Jr., and Lucinda A. McKnight, his wife; Roger Stickley, II; Bobby G. Morton, Sr.; Patricia A. Albert; and Glenn M. Alt and Jeanne L. Alt, his wife; who comprise more than 80% of all of the owners of all of the lots in said Subdivision, which said Amendment, as set forth herein, shall be binding upon all owners of all lots in Big Oak Estates.

WHEREAS, Tract No. 1, of Big Oak Estates, is owned by Clyde R. Robertson and Betty Jo Robertson, his wife, by deed dated November 15, 1987, and of record in the aforesaid Clerk's Office in Deed Book No. 297, at page 315; and,

WHEREAS, Tract No. 2, of Big Oak Estates, is owned by George I. Gardiner, by deed dated October 18, 1990, and of record in the aforesaid Clerk's Office in Deed Book No. 322, at page 198; and,

WHEREAS, Tract No. 3, of Big Oak Estates, is owned by Ronald McKnight and Lucinda McKnight, his wife, by deed dated July 1, 1994, and of record in the aforesaid Clerk's Office in Deed Book No. 353, at page 281; and,

WHEREAS, Tract No. 4, of Big Oak Estates, is owned by Roger Stickley, II, by deed dated July 2, 2001, and of record in the aforesaid Clerk's Office in Deed Book No. 407, at page 471; and,

WHEREAS, Tract No. 6, of Big Oak Estates, is owned by Bobby G. Morton, Sr., by deed dated November 28, 1997, and of record in the aforesaid Clerk's Office in Deed Book No. 379, at page 708; and,

WHEREAS, Tract No. 7, of Big Oak Estates, is owned by Patricia A. Albert, by deed dated June 1, 2004, and of record in the aforesaid Clerk's Office in Deed Book No. 433, at page 409; and,

WHEREAS, Tract Nos. 8 and 9, of Big Oak Estates, are owned by Glenn M. Alt and Jeanne L. Alt, his wife, by deed dated October 21, 1998, and of record in the aforesaid Clerk's Office in Deed Book No. 388, at page

96; and,

WHEREAS, Tract Nos. 10, 11, and 12, of Big Oak Estates, are owned by Glenn M. Alt and Jeanne L. Alt, his wife, by deed dated July 3, 2003, and of record in the aforesaid Clerk's Office in Deed Book No. 424, at page 701; and,

WHEREAS, Tract No. 14, of Big Oak Estates, is owned by Ronald C. McKnight, Jr., and Lucinda A. McKnight, his wife, by deed dated October 18, 1991, and of record in the aforesaid Clerk's Office in Deed Book No. 329, at page 779; and,

WHEREAS, there are a total of fourteen (14) lots or tracts contained within Big Oak Estates; and,

WHEREAS, Paragraph No. 10 of the original covenants states that "upon the sale or conveyance on the part of the Grantors of eighty (80) percent of the tracts within Big Oak Estates, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners"; and,

WHEREAS, in order to effectuate an amendment to the above referenced covenants, eighty percent of the fourteen tracts, or in other words, at least the lot owners of twelve of the fourteen tracts would be required to consent to such amendment; and,

WHEREAS, the signatures affixed hereto represent the owners of twelve of the total fourteen tracts contained within Big Oak Estates; and,

NOW, THEREFORE, this Amendment to the Restrictive Covenants and Conditions for Big Oak Estates, to wit:

1. The undersigned do now amend Paragraph No. 3, only, of said Covenants, and only with regard to Tract No. 11 of Big Oak Estates, as it is contemplated that said 4.000 acre lot, currently owned by Glenn M. Alt and Jeanne L. Alt, his wife, shall be subdivided into two parcels, containing 1.739 acres and 2.261 acres, wherein the 1.739 acre parcel shall be merged with Tract 12 of Big Oak Estates, and the 2.261 acre parcel shall be merged with Tract 10 of Big Oak Estates.

The remainder of said covenants shall remain unchanged.

The undersigned do hereby amend the heretofore filed Restrictive Covenants and Conditions for Big Oak Estates, originally dated the 28th day of September, 1987, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 296, at page 493, and same shall be binding upon all owners of all lots of Big Oak Estates, unless otherwise amended or modified according to the terms and provisions as set forth in said Covenants.

All other covenants shall remain in full force and effect as to all other lots.

WITNESS the following signatures and seals:

Clyde R. Robertson
Clyde R. Robertson (Tract 1)

Betty Jo Robertson
Betty Jo Robertson (Tract 1)

George J. Gardiner
George J. Gardiner (Tract 2)

Ronald C. McKnight, Jr.
Ronald C. McKnight, Jr. (Tracts 3, 14)

Lucinda A. McKnight
Lucinda A. McKnight (Tracts 3, 14)

Roger Stickley, II
Roger Stickley, II (Tract 4)

Bobby G. Morton, Sr.
Bobby G. Morton, Sr. (Tract 6)

Patricia A. Albert
Patricia A. Albert (Tract 7)

Glenn M. Alt
Glenn M. Alt (Tracts 8-12)

Jeanne L. Alt
Jeanne L. Alt (Tracts 8-12)

STATE OF West Virginia,
COUNTY OF Marshall, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Sept, 2004, by Clyde R. Robertson and Betty Jo Robertson, his wife.

My commission expires Feb 25, 2008.

John Malcolm
Notary Public

CARL, KEATON
& FRAZER, PLLC
ATTORNEYS AT LAW
55 E. MAIN STREET
RONNEY, WV 26757

SEAL
OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 26437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Sept, 2004, by George I. Gardiner.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
SEAL HC 60 BOX 86
POINTS, WV 25437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Sept, 2004, by Ronald C. McKnight, Jr., and Lucinda A. McKnight, his wife.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
SEAL HC 60 BOX 86
POINTS, WV 25437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Sept, 2004, by Roger Stickley, II.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 25437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Sept, 2004, by Bobby G. Morton, Sr.

My commission expires Feb 25, 2008.

SEAL

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 25437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day
of Sept, 2004, by Patricia A. Albert.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
SEAL HC 60 BOX 86
POINTS, WV 26757
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John A. Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day
of Sept, 2004, by Glenn M. Alt and Jeanne L. Alt, his wife.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 26757
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John A. Malcolm
Notary Public

SEAL

THIS INSTRUMENT PREPARED BY:
JULIE A. FRAZER, ATTORNEY AT LAW
CARL, KEATON & FRAZER, PLLC
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757
jaf/njhcoventants/Big Oak Estates

CARL, KEATON
& FRAZER, PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

SHARON H. LINK
HAMP SHIRE COUNTY 02:41:09
Instrument No 64959
Recorded Date 10/04/2004
Document Type O&A
Book-Page 436-773
Rec/Adm Fee 5.00 1.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 10/4/04 2:41 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.