

**ARTICLE IV
USE RESTRICTIONS**

- (1) No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area (said signs must comply with Hampshire County Ordinances relating to the erection of signs), except for directional and informational signs provided by the Declarant
- (2) No owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guests.
- (3) Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six months out of date shall be permitted on any lot. Temporary camping trailers may be placed on any lot, provided they are in compliance with Hampshire County and West Virginia laws concerning temporary camping. Temporary camping on all tracts in Phase II shall be for no more than four months at a time, and no more than six months per year, for the personal use of the owner and his immediate family.
- (4) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve months.
- (5) Not more than one single family residence shall be erected on a lot of less than 20 acres. Not more than two residences shall be erected on a lot of 20 acres or more. Residences shall contain a minimum of 1,000 square feet for a single story or ranch style residence and a minimum of 1,400 square feet for a two story residence. Said square foot minimum is of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. All exterior construction must be completed and closed in within 12 months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. Mobile Homes are not permitted.
- (6) Each Lot shall be used for residential/recreational purposes only, and any garage, barn, or guest house must conform generally in appearance and material with any dwelling on said lot.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

- (A) Home occupations conducted by the occupant.
- (B) Agricultural uses, including incidental use and the construction of accessory buildings connected with the agricultural use or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.
- (C) Not more than one head of livestock per three (3) acres and one domesticated animal (excluding dogs and cats) per five (5) acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners' Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted. Pets and domesticated animals must be fenced in or otherwise prevented from roaming.
- (7) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulate or remain on any lot.
- (8) No building shall be erected closer than twenty-five (25) feet from the property line, with the exception that where two or more lots are used together for the construction of one dwelling, then the said twenty-five (25) foot setback shall apply only to the outside lines.
- (9) All sanitation facilities constructed on any lot shall conform with the regulations the West Virginia State Health Department, Hampshire County Health Department, and any other government agency regulating the installation of sewage disposal systems.
- (10) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.
- (11) The Declarant reserves unto himself or his assigns the right to erect, maintain,

and operate and replace telephone and electric light poles, conduits, and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on and under a strip on land twenty (20) feet along all of the right of ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instruments duly recorded. Where the centerline of roadways or right of way serve as the property line of a lot, then the twenty (20) foot wide easement herein otherwise reserved, shall exclude any portion of the lot included in the roadways or rights of way, and extend instead, across the remainder of the lot bounding on said roadways or rights of way. Nothing here shall be construed as creating any duty of Declarant to install or maintain any utility services, however, as it is contemplated that actual installation will be made at the expense of the utility and/or the lot owners. A \$2500.00 fee is to be collected upon purchase of the lot and held in escrow for the utilities to be started no later than December 31, 2004. Tracts 1 through 5, Phase I, shall be exempt from this fee in as much as those Tracts have direct access to existing utility lines adjacent to Secondary Route 50/4. All Lots on Moose Hollow Rd., Lot # 27-30, Phase II, and all lots on Cougar Hollow Rd., Lot #12-13, Phase II, must install underground utility service to all improvements on those Lots.

- (12) Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and any common facilities in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the Property without advanced written permission of the Declarant. The Property Owners' Association shall be solely responsible for the maintenance of the subdivision roads and common areas.
- (13) Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.
- (14) If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Hidden Hollows Property Owners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.
- (15) The Association, by a vote of two-thirds (2/3rds) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.
- (16) No Lot may be subdivided into new Lots of less than 20 acres.

ARTICLE V GENERAL PROVISIONS

- (1) Declarant reserves the right to re-plat any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).
- (2) In the event state, local government, and utility companies, or Declarant, requires the installation of a public utility system within the area of which the subdivision is a part, the grantee or grantees, by the acceptance of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.
- (3) The Association or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the provision of this Declaration. Failure by the Declarant or Association or by any owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.
- (4) Additional property maybe annexed to the Subdivision by the Declarant.
- (5) Declarent reserves the right to reasonably modify, change or waiver these covenants herein without the consent of any of the owners for a period of one year from the date of the sale of the last lot by Declarant from Hidden Hollows.

ARTICLE VI

- (1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75) percent of the lot owners.
- (2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgement or Court Order shall in no way affect other provisions, which shall remain in full force and effect.
- (3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.

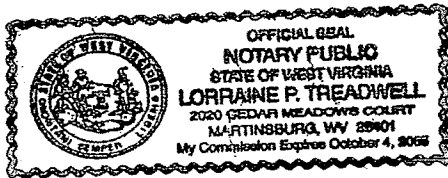
WITNESS THE FOLLOWING SIGNATURE AND SEAL of Richard P. Shackelford, President, Melbourne Properties, Inc. who has caused this instrument to be executed this 20th day of February, 2003.

By R. P. Shackelford
Richard P. Shackelford, President
Melbourne Properties, Inc.

STATE OF WEST VIRGINIA
COUNTY OF Berkeley, TO-WIT:

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by Richard P. Shackelford, President of Melbourne Properties, Inc.

Notary Public Signature: Lorraine P. Treadwell
My Commission Expires: 10-4-05



This instrument was prepared by: Hoy G. Shingleton Jr., Law offices of Hoy Shingleton, L.C., 115 Aikens Center Suite 24, Martinsburg, West Virginia 25401-6210.

HAMPSHIRE COUNTY COM.
COVENANTS & RES. CLERK JB
DATE/TIME: 02/24/2003 15:53
Inst #: 48205
Book/Pages: 421- / 503-
Rec'd/Tax: 9.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 2/24/03 3:53p.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.