

445/460

**Ranch View Estates  
Dedication of Map and  
Declaration of Protective Covenants,  
Conditions and Restrictions**

The following Protective Covenants, Conditions, and Restrictions, shall encumber all phases of the subdivision known as Ranch View Estates, situate in Gore District, Hampshire County, West Virginia, which said subdivision is owned by North River Ranch, LLC, (Declarant), and which said real estate was acquired by the Declarant by deed of Ronaldo V. Puno and Michaela M. Puno, Co-Trustees of the Puno Revocable Trust, dated April 13, 1998, by deed dated June 20, 2005, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 445, at page 456. A plat of Ranch View Estates, Phase I and Phase II, is of record in the aforesaid County Clerk's Office in Map Book 10, Pages 51-53, and same is incorporated herein for all pertinent and proper reasons, including for a more particular description of the real estate encumbered and affected by these Protective Covenants, Conditions, and Restrictions.

All lots in Ranch View Estates Subdivision, Phases I and II, shall be subject to the following protective covenants, conditions and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots.

**ARTICLE I  
DEFINITIONS**

1. "Association" shall mean and refer to Ranch View Estates Property Owner's Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Lot" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of land shown upon the recorded subdivision plat of the property.
5. "Declarant" shall mean GRANTOR/DEVELOPER and refer to its successors and assigns.

**ARTICLE II  
MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES**

1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.
2. The Ranch View Estates Property Owner's Association is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by either State or Federal law from time to time.
3. On or before April 20, 2007 or when three-fourths (3/4) of the lots have been sold, whichever occurs first, a Property Owner's Association shall be established with membership consisting of the Owners (and only the Owner's) of each lot in Ranch View Estates who shall have one (1) vote per lot owned.

The Declarant or their assigns shall appoint the initial Directors of the Association consisting of three to five members and thereafter the Board of Directors shall be elected by the lot owners consisting of the three to five members. The initial Directors shall be responsible for calling the first meeting of the Property Owner's Association on or before April 20, 2007 and shall be responsible for the mailing of the written notice of the lot assessment. The meeting shall be held in Hampshire County, West Virginia, at a suitable place to be designated by the initial Board of Directors.

At said meeting, the said owners shall, by a majority vote, determine whether or not the Association should be a corporation, an unincorporated association, or other legal entity, and shall elect a Board of Directors and such officers as they may determine necessary, depending upon the legal entity settled upon.

4. The duties and responsibilities of the Property Owner's Association shall include, but not be limited to the following:
  - a. Maintain Property Owner's Association, periodically elect officer's and director's and establish and collect fees and dues.
  - B. Maintain financial records.
  - C. Administer the upkeep and improvements to the Ranch View Estates.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENT

1. Each Owner of a tract within Ranch View Estates shall pay an assessment for the reasonable construction, use, maintenance, and expansion of the roads. All assessments, including any pro-rata share of said assessments, shall be collected by and paid by January 31 of each calendar year. The assessment for the year beginning 2005 shall be One hundred dollars (\$100) per Tract, indexed automatically for inflation as provided in the West Virginia code Section 36B-1-114 and assessed retroactively to those Owners who may have purchased a lot before April 20, 2007. The executive board shall fix each year an annual assessment equally against each lot in an amount appropriate to and used exclusively to carry out the purposes of the Association described in Article I, including the funding of reasonable reserved for construction, maintenance and repair of roadway, and the timely construction repair and replacement of capital improvements. All assessments shall be due and owing on the first day of January of each year and if unpaid shall be a lien upon the property against which each assessment is made. The Ranch View Estates Property Owner's Association and its assigns shall have the right to sue for and collect any assessment, together with interest, properly assessed under this contract.
2. Any assessment made on a property pursuant to this paragraph, including a late fee of Five Dollars (\$5.00), interest at the rate of ten percent (10%) per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. The Owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Ranch View Estates Property Owner's Association to be created as herein set forth, and agrees to pay an amount determined by the positive vote of Owner's of at least two-thirds (2/3) of the Lots in said subdivision as deemed necessary for the purpose of maintaining (including the removal of snow and the repairs and improvements of said roadways) the right-of-ways and roadways shown on the subdivision plat. During December of each year, beginning 2005, said Association shall notify each lot owner, in writing, as to the amount of the lot assessment, which shall be due and payable by January 31 of each year. In the event of a resale or transfer of one or more parcels in said subdivision, this obligation shall run with the land and become the obligation of the new Owner(s) even though it may have been assessed to a prior Owner.
3. If the Owner of any lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Property Owner's Association may bring action at law against the Owner personally obliged to pay same.
4. In exchange for Declarant's agreement to install and maintain said roadways and right-of-ways until three quarters (¾) of the lots have been completely conveyed the Declarant shall be forever exempt from the payment of said annual assessments and road maintenance fees as to all lots now owned or later reacquired by the Declarant. In the event Declarant should reacquire real estate through purchase at a foreclosure sale or through settlement of Owner's default in any contract, note or deed of trust that Owner should be obliged to pay the Declarant. Declarant shall not be required to

pay any past due assessment that the previous Owner may have owed the Association, nor shall the Declarant be required in the future to contribute to the maintenance of the roadways.

5. If any one Owner owns two or more adjoining lots, only one assessment shall be payable so long as only one house is built by said Owner of said lots. If any of said lots is thereafter sold or conveyed or improved by an additional dwelling, it shall be subject to the payment of the applicable assessment as otherwise provided herein, and shall be fully subject to these covenants. Nothing herein shall be deemed to alter the "one vote per one lot owned" rule, which is established in Article II, Paragraph 3, above.
6. Each lot Owner, by acceptance of a deed, thereto acknowledges that roads and rights-of-ways in the Ranch View Estates are private in nature and shall not be maintained by the West Virginia Department of Transportation or other public agency and that the maintenance and improvement thereof shall be the mutual obligation of the landowners in the subdivision abutting said roads and that such private roads and rights-of-ways shall not be taken into the State Secondary System unless the roads and rights are accepted in the state highway system by the West Virginia Department of Highways.

#### 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 erections of signs), except for directional and information signs provided by the Declarant. Owner's of lots 1 and 12 agree not to remove Ranch View Estates signs at any time. Cost of general maintenance of the appearance of signs shall be the responsibility of the Ranch View Estates Property Owner's Association.
2. Resubdivision of lots is prohibited by any Owner.
3. No Owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a minimum of twelve (12) inch diameter culvert, or larger if necessary, 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.
4. Due to unsightliness of junk vehicles, no motor vehicle or trailer, which does not have current license plates or an inspection sticker not more than six (6) 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 trailers, either stand alone or with home, may be kept on property 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.
5. 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 (12) months.
6. Not more than one single-family residence shall be erected on a lot. The homes shall be of quality building materials such as, but not restricted to, timber, stone, bricks, logs, or stucco. Exterior designs should conform to styles suggestive of a vacation home, cottage, chalet, or country living. All house designs shall be submitted to the Declarant or Ranch View Estates Property Owner's Association for approval prior to construction and after fully permitted by the local building authorities. Residences built in wooded areas shall contain a minimum of 1,500 square feet for a single story

or ranch style and a minimum of 1,800 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 twelve (12) months of the commencement of construction. No exterior siding of masonry block or cinderblock shall be permitted. Mobile homes, single units or double-wide's on steel fabricated frames or any prefabricated homes are not permitted. Property Owner agrees to comply with all government requirements concerning soil and erosion control. This paragraph does not apply to existing structures on the property as of the date of the recordation of this instrument. The declaring may modify the home size requirement for wooded tracts at the initial covenants from Declarant.

7. Each lot shall be used for residential/recreational purposes only, and any garage, barn, or guesthouse must conform generally in appearance and material to any dwelling on said lot. Home businesses such as hair and beauty salons, auto repair shops, etc. are not permitted. Livestock, including but not limited to chickens, horses, pigs and cattle, is not permitted. Pets must be fenced or otherwise prevented from roaming.
8. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owner's likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.
9. No building shall be erected closer than 10 feet from any side property line and 20 feet from county and subdivision road, with the exception that where two or three tracts are used together for the construction of one dwelling, then said setbacks shall apply only to the outside lines. However, where two or more lots are used together for construction of dwelling house and where the setback rule is thus waived, the two or more lots, which comprise the homestead, shall thereafter be sold and conveyed as one unit, but voting and membership rights shall not be affected. This paragraph does not apply to structures existing prior to the recordation of this instrument.
10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia State Health Department, Hampshire County Health Department, and any other governmental agency regulating the installation of sewage disposal systems.
11. No lots shall be used or maintained as 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. In the event any lot Owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owner's Association, upon two thirds (2/3) vote of the Board of Directors, and after fifteen (15) days written notice to the Owner's of the property, the Property Owner's Association shall have the right, through its agents and employees to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass or brush over 24" high), and restoration, or improve any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become part of the assessment to which such lot is subject.
12. The Declarant reserves unto themselves, and their assigns, the right to erect, maintain, 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-ways (and additional width necessary for guying purposes), in addition to easements reserved by any other instrument duly recorded. Where the centerline of roadways or rights-of-ways 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-ways, and extend instead, across the remainder of the lot

bounding on said roadways or rights-of-ways. Nothing herein shall be construed as creating any duty on 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 Owners.

13. The Developer has granted easements for utility services, but all the expenses associated with the installation of utilities are the responsibility of the lot owner and not the developer.
14. Reasonable cutting of wood or timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.
15. The use of any recreational motor vehicles (such as motorized trail bikes, motorcycles, three and four wheelers, etc.) for recreational purposes is prohibited within the subdivision.
16. Hunting and the discharge of firearms within the Ranch View Estates are prohibited.
17. If any lot Owner shall violate any of the covenants herein, it shall be lawful for any other person, or persons or legal entities owning real estate situated in said subdivision or the Ranch View Estates Home Owner's Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provisions herein contained shall in no way be deemed a waiver of the right to do so hereafter.
18. The Association, by vote of two-thirds (2/3) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above, may be enforced by monetary penalties or other reasonable means deemed advisable by the Association.
19. In the event that other areas are developed for subdivision, new properties shall also be considered a part of the Ranch View Estates.
20. No portion of any lot may be used as a roadway or right-of-way to any property not included on the above referenced plat, except this restriction shall not apply to roadways or right-of-ways to any land now owned or hereafter acquired by Declarant, as well as established easements for adjoining land Owner's.
21. The Declarant reserves unto himself and his assigns, the right to erect, maintain, operate, and replace telephone and electric light poles, conduits and related equipment and or sewer and water lines and the right to grant easement of right-of-ways thereof. The right-of-ways shall be subject to the common usage of the Declarant, their heirs and assigns.

#### ARTICLE V GENERAL PROVISIONS

1. Declarant reserves the right to replat any unsold lots 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, required the installation of a public utility system with the area of which this subdivision is a part, the grantee or grantees, by the acceptance of a deed, so hereby agree to pay their proportionate 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 not or hereafter imposed by the provisions of the Declaration. Failure by the

Declarant or Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Declarant reserves right to reasonably modify, change or waiver these covenants herein without the consent of any of the Owners for a period of ten years from date of the sale of the last lot by Declarant in in Ranch View Estates.
5. Any lot containing Federally regulated wetlands may require a Department of the Army permit pursuant to Section 404 of the Clean Water Act before any disturbance of these wetlands including the discharge of dredged or fill material into these wetlands. Additional information may be obtained by contacting the Pittsburg Corps District. All fees and compliance with any Hampshire County, West Virginia State, or any other regulations regarding any wetland areas are the exclusive responsibility of the Owner of each individual lot controlled by those governmental regulations.
  - A. Exhibit A = Plat Map
  - B. Exhibit B = Attached as Exhibit B are the results of on-site review regarding wetlands conducted by Bradford Owen Jr., PH.D., Consulting Ecologist, and are disclosed for the Owner to determine the appropriate cause of action. The Declarant is not responsible for compliance of any of these regulations.

#### ARTICLE VI

1. The covenants, restrictions an other provisions of this Declaration shall run with and bind the land for a term 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 Owner's.
2. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
3. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter singular number includes the plural and the plural number includes the singular.

WITNESS the following signature and seal of Michaela M. Puno, authorized member of North River Mountain Ranch, LLC, Declarant, who has caused this instrument to be executed and delivered this 8<sup>th</sup> day of July, 2005:

North River Mountain Ranch, LLC  
A West Virginia LLC, Declarant

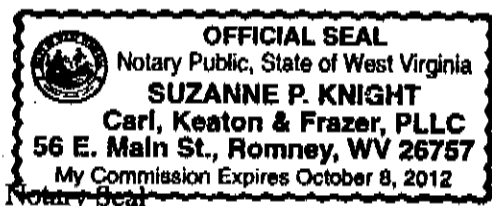
Michaela M. Puno (SEAL)  
By: Michaela M. Puno, authorized member

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO-WIT:

I, Suzanne P. Knight, a Notary Public, in and for the county and state aforesaid, do hereby certify that Michaela M. Puno, authorized member of North River Mountain Ranch, LLC, Declarant, whose name is signed and affixed to the foregoing Restrictive Covenants, dated the 8 day of July, 2005, has day acknowledged the same before me in my said county and state.

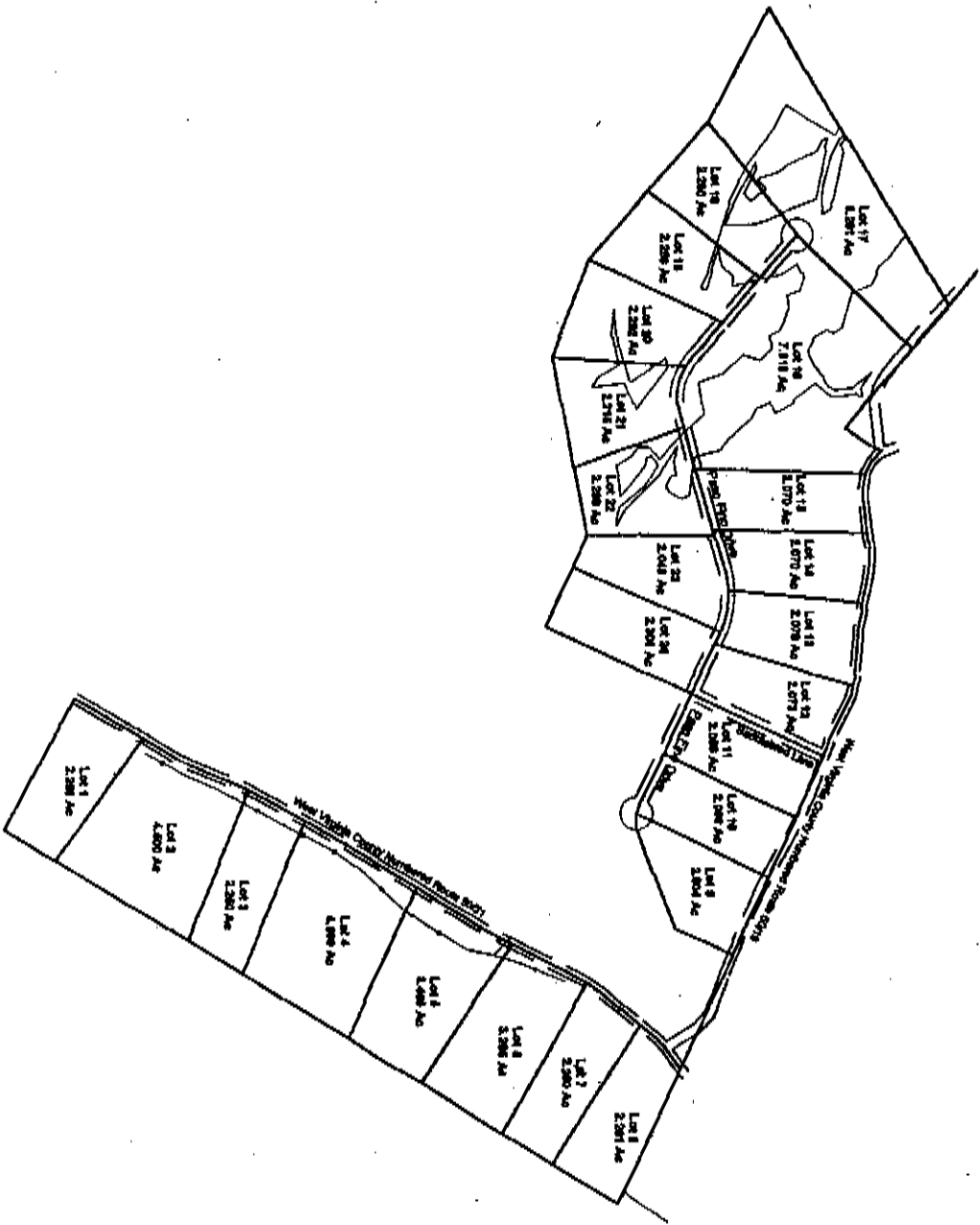
Given under my hand and Notarial Seal this 8 day of July, 2005.



Suzanne P. Knight  
Notary Public

This instrument was prepared by Michaela M. Puno.

**Sales Plat of**  
**Ranch View Estates**  
 Gore District Hampshire County  
 West Virginia  
 Reference: Deed Book 396 Page 47  
 Tax Map 36 Parcel 5  
 Total Area: 68.767 Acres



See attached plat for detailed information.

**FRANK A. WHITACRE, INC**  
 Professional Surveyors  
 LLC 64 Box 2420  
 Romney, WV 26757  
 (304) 822-4606

Job No.: 202-048



**BRADFORD B. OWEN JR., PH.D., CONSULTING ECOLOGIST**

228 Plumsock Road, Amity, PA 15311  
(724) 225-2967; [BBOWenJr@direcway.com](mailto:BBOWenJr@direcway.com)

March 8, 2005

Mr. and Mrs. Ronald Puno  
North River Mountain Ranch  
H C 71 Box 303  
Augusta, WV 26704

Dear Mr. and Mrs Puno:

As requested by Susan Whitaker, Mark Bowers and I conducted an on-site review for the presence of potentially jurisdictional wetlands on lots 12 through 24 of the proposed Ranch View Estates development, Gore District, Hampshire County, West Virginia. We conducted the on-site review on February 7, 2005. The site review was performed in the field according to the Routine Wetland Determination methods of the U.S. Army Corps of Engineers Manual (Environmental Laboratory, 1987), in which soils, hydrology and vegetation were evaluated. Two wetland areas were identified and delineated. Each of the wetland areas was marked in the field with flags that were sequentially numbered to facilitate the surveying process. We provided Frank A. Whitacre, Inc. with a hand-drawn map roughly indicating where the wetlands and numbered boundary points were located. I have reviewed the forwarded survey map provided to me by Frank A. Whitacre, Inc. and find that the wetland boundaries depicted agree with my field notes. It also should be noted that one intermittent/perennial stream traverses the study area and two farm ponds are present within the study area.

We must caution you that the wetland boundaries we delineated and flagged represent our best professional judgment based on our February 7, 2005 survey under far from optimal field conditions and outside of the growing season. We had only the remnants of plants from the previous growing season to identify, and because most of the upper soils were frozen, we had great difficulty getting soil samples. Thus, the wetland determinations were based on minimal plant and soil pit data, and hydrology data generally could not be collected due to the mostly freezing conditions. Some of the areas delineated may have minor upland inclusions that we could not accurately separate under the February field conditions. If more detailed delineations are required by either North Mountain Realty or future lot owners, additional sampling will have to be conducted during the growing season at the wetland areas. For the present, we feel that the delineated areas will provide guidance to the site designer and future lot owners as indication of areas that they should not disturb.

As in other areas in this region that I have surveyed for wetlands, there were manmade drainage ditches present that had been installed a long time ago to make additional land useful for agriculture. At the study area, these ditches have developed wetland characteristics and consequently must be considered potentially Jurisdictional Wetlands and protected under the

Clean Water Act. This is the reason there is such a network of small narrow wetlands on several of the lots we surveyed. Other than the ditches, the wetlands delineated for this proposed subdivision were wet meadows, containing no significant woody vegetation and almost no standing water. For the most part these areas had apparently been included in agricultural use areas, and do not presently represent particularly valuable or unique wetland resources.

In order for landowners to disturb the delineated wetland areas, they will likely have to apply for a permit from the U.S. Army Corps of Engineers. There is no guarantee that permits will be granted and future lot owners are advised that these sections of their lots may have to remain in a natural state and not be disturbed. Mark and I strongly suggest that the following declaration should be added to the deed descriptions for all such lots containing wetlands:

"This lot contains Federally regulated wetlands. Any disturbance of these wetlands including the discharge of dredged or fill material into these wetlands may require a Department of the Army permit pursuant to Section 404 of the Clean Water Act. Additional information may be obtained by contacting the appropriate Corps District."

We recommend that the Army Corps of Engineers (ACOE) be requested to perform wetland boundary verification to ensure concurrence with our delineation and avoidance of unauthorized wetland impacts. The ACOE regulate activities that impact streams and wetlands and mandate that construction should be adjusted to avoid or to minimize impacts to these natural resources as much as practicable. If wetland or stream impacts appear to be necessary for the project to be feasible, a pre-application meeting should be held with the regulatory agencies during the design phase of the project before any application for stream/wetland impacts are submitted. Permit application(s) for unavoidable impacts must be submitted to the regulatory agencies before any stream/wetland impacts can be conducted. Application for permits does not guarantee that the permit(s) will be granted without revision of the site design. The final authority over streams and wetlands rests with the regulatory agencies.

If you have any questions or if Mark or I can be of any further assistance to you, please call or email me.

Sincerely,



Bradford B. Owen Jr., Ph.D.

Certified Professional Wetland Scientist No. 000391

CC: Mark Bowers, Susan Whitmore, Thomas Loughran

Ref: Environmental Laboratory. 1987. Corps of Engineers Wetland Delineation Manual. Technical Report Y-87. U. S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.