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Jack A. Walters
Attorney at Law
Moorefield, W. Va.

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RESTRICTIVE COVENANTS AND CONDITIONS

FOR

COVE MOUNTAIN ESTATES

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The following are restrictive covenants and conditions which shall apply to Cove Mountain Estates lying and being situate in Lost River District, Hardy County, West Virginia, which entire tract contains 264.881 acres as determined by a recent survey made of said tract, and being the same real estate which was conveyed to Garnett R. Turner and Lena A. Turner, his wife, by Leslie A. Barr, et als, by deed dated August 26, 1974, which is of record in the office of the Clerk of the County Court of Hardy County, in Deed Book No. 136, at page 573. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Cove Mountain Estates, or of 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 agreements shall remain in full force and effect unless and until modified by the owners of the various tracts of Cove Mountain Estates as hereinafter set forth.

In the event of violation or breach of any of the following covenants or conditions, or threatened breach thereof, the owner or owners of any tract or tracts in Cove Mountain Estates shall have the right to enjoin the same with proceedings at law 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 tracts in Cove Mountain Es-

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states. No delay or omission in exercising any rights, power, or remedy provided in this paragraph shall be construed as a waiver thereof or an acquiescence therein.

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

1. The Grantors may assess each tract owner a sum up to Twenty-Five Dollars (\$25.00) per year, per tract, for use, upkeep (not snow removal), and maintenance of rights of way within the subdivision. 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, the payment of said assessment and levy shall be payable 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, in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding on the purchaser or purchasers of said tracts without any provisions therein specifically so provided. After any failure of the Grantors or their assigns or successors to exercise the appointive power as set forth in this paragraph, after reasonable notice by at least two (2) landowners within Cove Mountain Estates given to said Grantors, their assigns or successors in title, a meeting of all landowners within Cove Mountain Estates may be called and a majority of those present shall be empowered with all the rights and powers the Grantors.

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could have exercised under the provisions of this paragraph.

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

3. No further division of tracts except by vacation or re-dedication by the Grantors shall be allowed for a period of fifteen (15) years. After a period of fifteen (15) years, upon approval of ninety (90) per cent of the then landowners, further division of these tracts shall be permissible.

4. No building shall be erected closer than twenty-five (25) feet to any road right of way nor closer than twenty-five (25) feet to the side or rear of any tract division line.

5. All toilets and sewage facilities constructed on said tracts within the subdivision shall conform to the regulations of the West Virginia State Department of Health.

6. No trucks, busses, old cars or unsightly vehicles of any type or description, may be left or abandoned on said tracts.

7. All tracts within the subdivision, whether occupied or unoccupied, and any improvements thereon, 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 other refuse thereon.

8. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the

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use of the main roadways within the subdivision and such construction shall also be in such a manner as to prevent undue damage by drainage or otherwise to the said main roadways.

9. All tracts within Cove Mountain Estates shall be subject to a reservation of a road right of way being thirty (30) feet in width as shown on a plat of said subdivision.

10. All tracts within the subdivision are to have a right of way over "Cove Drive" from State Route 259 to the George Washington National Forest. All tracts are also to have access to parking and facilities on Tract No. 7.

11. Only the owners of Tracts Nos. 6, 8, 9 and 10 shall have a right of way over "Hickory Drive" from "Cove Drive" to their respective tracts. Each said owner shall have a right of way over "Hickory Drive" only as far as their respective boundary lines.

12. Only the owners of Tracts Nos. 1, 2, 3, 4 and 5 shall have a right of way over "Turkey Drive" from "Cove Drive" to their respective tracts. Each said owner shall have a right of way over "Turkey Drive" only as far as their respective boundary lines.

13. Only the owners of Tracts Nos. 25, 26, 27, 28, 29, 30, 31 and 32 shall have a right of way over "Pine Drive" from "Cove Drive" to their respective tracts. Each said owner shall have a right of way over "Pine Drive" only as far as their respective boundary lines.

14. Only the owners of Tracts Nos. 15, 16, 17, 18 and 19 shall have a right of way over "Oak Drive" from "Cove Drive" to their respective tracts. Each said owner shall have a right of way over "Oak Drive" only as far as their respective boundary lines.

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Nothing contained herein is to be construed to prevent the Grantors from placing further restrictions or easements on any tract in said Cove Mountain Estates which shall not have already been conveyed by them.

The restrictive covenants and conditions set forth in this document may be changed upon approval of 80 per cent of the then landowners provided that a meeting of all landowners are present in person or by representative.

The above restrictive covenants and conditions apply to each and every roadway and tract of land within Cove Mountain Estates, a plat of which is duly recorded in the office of the Clerk of the County Court of Hardy County in Moorefield, West Virginia, in Plat Book No. 1, at page 36.

In witness whereof, we have hereunto set our hands this the 7th day of February, 1975.

Garnett R. Turner

Lena A. Turner

STATE OF WEST VIRGINIA
COUNTY OF HARDY, to-wit:

I, Helen Rexroad, a Notary Public in and for the County and State aforesaid, do hereby certify that Garnett R. Turner and Lena A. Turner, his wife, whose names are signed to the foregoing writing, bearing date the 7th day of February, 1975, have this day acknowledged the same before me in my said County and State.

Given under my hand this 7th day of February, 1975.
My commission expires: April 10, 1982.

Helen Rexroad
Notary Public

CLYDE M. SEE, JR.
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This instrument was prepared by Clyde M. See, Jr., Attorney at Law, Moorefield, West Virginia 26836.

STATE OF WEST VIRGINIA, Hardy County Court Clerk's Office February 7, 1975
Restrictive Covenants & Conditions
The foregoing ~~XXXXXX~~ together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: *Joe R. Hesterman* Clerk.