

69029

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## MONUMENT HILL SUBDIVISION

Declaration of Protective Covenants,  
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Donald Greg Sowers, Declarant, does hereby state that there has heretofore been recorded the plat of a subdivision known as Monument Hill Subdivision, containing initially a total of 12 Lots, together with any and all other lots which may be added thereto, from the Declarants remaining 29 acres, lying contiguous thereto, lying and being situate in Bloomery District, Hampshire County, West Virginia, and being more fully described on a Plat of Survey of Geodetic Positioning Services, dated July 3, 2000, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, in Map Book No. 9, at page 181, to which said plat reference is hereby made, and said real estate is the same real estate conveyed unto Donald Greg Sowers by deed of William C. Keaton, Trustee, dated August 19, 1998, and of record in the Hampshire County Clerk's Office in Deed Book No. 386, at page 150; and,

WHEREAS, it shall be further made known to all men by these presents: That the undersigned, Donald Greg Sowers, referred to as Declarant does now record this Declaration of Protective Covenants, Conditions, and Restrictions for Monument Hill Subdivision, and this instrument and these Declarations of Protective Covenants, Conditions and Restrictions shall henceforth be binding on all lots in said Subdivision and shall be deemed covenants running with the land.

Declarant hereby claims an exemption from the W. Va. Uniform Common Interest Ownership Act, Ch. 36B, pursuant to W. Va. Code Ch. 36B-1-202 (2), because the average common expense liability of all lots may not exceed \$100.00, except as set forth herein.

All lots in the Monument Hill Subdivision, 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 owners of the lots:

## ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Monument Hill Subdivision, Property Owners Association, its successors and assigns. The Monument Hill Subdivision Property Owners Association may, from time to time, be referred to as the "Lot Owners Association," but it is understood that they are one and the same entity. Any reference to Section I of Monument Hill Subdivision herein shall be considered the same as Monument Hill Subdivision.

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 buyers, but excluding those having such interest merely as security for the performance of an obligation. If Declarant should sell lots on a contract basis, Declarant shall notify the Association of the name and address of any contract buyer. If a Buyer should default in the payment of a contract and lose his contract rights in a Lot, Declarant shall promptly notify the Association of the default. Upon receiving notice from Declarant that a contract buyer has defaulted, that contract buyer shall lose his designation as an "Owner", and will lose all benefits and privileges conferred on Owners by this Declaration. Declarant is considered an "Owner" for purposes of voting in the Association, but is exempt from payment of the annual assessment.

3. "Lot" shall mean and refer to each of the 12 lots that are numbered on the plat of survey, and any additional lots, shown upon the recorded subdivision plat of the property. The number of lots in Monument Hill Subdivision may not increase except as set forth herein.

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4. "Declarant" shall mean and refer to Donald Greg Sowers, his heirs, successors, and assigns. In consideration of the Declarant's creation of this subdivision, and the installation of the roads, the Declarant shall be and is forever exempt from payment of the annual assessment for all lots Declarant owns or should hereafter reacquire.

5. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the rights of way for ingress and egress, shown on the plat of survey this date recorded.

6. "Assessment" each lot, will be subject to an annual assessment for installation, maintenance, repair and replacement of the common elements. This assessment may not exceed \$100.00 per year, except as specified herein. Declarant is exempt from this assessment.

## ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner, including the Declarant, 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 which is subject to assessment.

2. Immediately after closing on the sale of the first Lot from the subdivision, the Declarant shall form and appoint a Review Committee of three persons, who are lot owners, or who are agents, and/or employees of Declarant, which shall serve until the first meeting of the Property Owners Association. After 80% of the Lots are sold, the Declarant will meet with the Review Committee and elect a new President of the Home Owner Association. The initial Review Committee shall: (1) organize the Association by determining the time, date and place of the first meeting; (2) notify the Owners of the meeting; (3) draft a proposed set of Bylaws to be presented to the Association for its consideration and adoption, if ratified by a majority of its members; (4) collect the assessment for maintenance of the common elements by immediately mailing an invoice to the owners requiring payment of the assessment not later than \_\_\_\_\_; (5) account to the elected Review Committee, of the Association, by paying the assessment over to it.

3. The membership of the Property Owners Association shall consist of all lot owners. To the extent that Declarant yet owns lots in Monument Hill Subdivision, Section 1, and any subsequent Sections which may be formed Declarant shall be considered a member of the Association and shall be entitled to notice of all Association meetings, and shall have one vote for each lot owned.

4. Each owner of a lot or lots shall have one vote per lot owned on all Association matters. In other words, each individual property owner shall be entitled to one vote per lot owned on all association matters. The Association shall be governed by a majority vote of owners, when a quorum exists.

5. The initial meeting of the Association shall be held in Hampshire County, W. Va., but subsequent meetings may be held at any place designated in the Bylaws.

6. The Association may have such legal form as desired by its Owners. That is, it may be an Association or Corporation, same to be determined at the initial meeting of the Association.

7. The Association shall have the following Powers:

(a) Adopt and amend bylaws and rules and regulations.

(b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from owners.

(c) Hire and discharge managing agents, and other employees, agents, and independent contractors.

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(d) Institute, defend, or intervene in litigation, or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting Monument Hill Subdivision, SECTION 1.

(e) Make contracts and incur liabilities.

(f) Regulate the use, maintenance, repair replacement, and modification of common elements.

(g) Cause additional improvements to be made as a part of the common elements.

(h) Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.

(i) Grant easements, leases, licenses, and concessions through or over the common elements.

(j) Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, and for services provided to Owners.

(k) Impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association.

(l) Impose reasonable charges for the preparation of statements of unpaid assessments.

(m) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.

(n) Exercise any other right conferred by the Bylaws.

(o) Exercise any other rights that may be exercised in W. Va. by Associations or other entities of the same kind.

8. For purposes of the transaction of all business, except making Amendments to the Declaration, a quorum is present if persons entitled to cast twenty percent (20%) of the votes that may be cast for an election of the Board of Directors are present in person or by proxy. Note: Nothing shall prohibit the Association from adopting a more restrictive requirement for a quorum in its Bylaws.

9. Except for making Amendments to the Declaration, where a supermajority, specified above, is required, all business to be transacted by the Association is by majority vote of those Owners present at a duly constituted meeting.

10. Cumulative Voting is permitted on all elections of the Board of Directors of the Association. Thus each Owner shall have one vote for each director to be elected, and may cast all of the votes for one or more of the directors, as the Owner should desire. i.e. If five directors are up for election, the Owner would have 5 votes, and the Owner may cast all five votes for one candidate, or split the votes between the candidates as the Owner should desire.

11. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by owners having twenty percent of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary, or other officer specified in the bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and items on the agenda, including the general nature of any

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proposed amendments to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

12. Voting at Association Meetings:

(a) If only one of several owners of a lot is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that lot.

(b) If more than one of the owners are present, the vote allocated to that lot may be cast in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

(c) Votes allocated to a lot may be cast pursuant to a proxy duly executed by a owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. An owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

## ARTICLE - III BYLAWS

The bylaws of the Association must provide:

1. The number of the members of the Board of Directors and the titles of the officers.
2. Appointment by the Board of Directors of the President, Treasurer, Secretary and any other officers specified by the Bylaws.
3. The qualifications, powers, and duties, terms of office and manner of electing and removing board of director members and officers and filling vacancies.
4. Which powers, if any, the Board of Directors or officers may delegate to other persons or to a managing agent.
5. Which of its officers may prepare, execute, certify and record amendments to the declaration on behalf of the Association.
6. A method for amending the bylaws.
7. Any other matters the Association deems necessary.

## ARTICLE IV - BOARD OF DIRECTORS &amp; OFFICERS

1. The Executive Board appoints Officers.
2. Board Members and Officers must be Owners.
3. Notwithstanding any provision of the bylaws or Declaration to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

## Powers of Board of Directors

A. The Board of Directors shall have all power granted to it by the Bylaws, and may act in all instances upon behalf of the Association. However, the Board may not:

1. Amend the Declaration;

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2. Terminate MONUMENT HILL SUBDIVISION, SECTION 1, Protective Covenants;
3. Elect members to the Board;
4. Determine qualifications, powers and duties, or terms of the office of the Board of Directors.

B. The Board may fill vacancies in its membership for the unexpired portion of any term.

C. The Board shall adopt a proposed budget for Monument Hill Subdivision, Section 1, annually, and shall provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

#### Quorums of the Board of Directors

A. Unless the Bylaws specify a larger percentage, a quorum is deemed present through any meeting of the board of directors if persons entitled to cast fifty percent of the votes on that board are present at the beginning of the meeting.

B. Unless the Bylaws specify otherwise, the Board shall act by majority vote of those members present at a duly constituted meeting wherein there is a quorum.

C. Board members may not attend a meeting by proxy, but must attend in person to be considered as part of the quorum.

#### Officers

A. The day to day business of the Association shall be administered by the President, who is the chief executive officer of the Association. The President shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but shall be reappointed each year after the annual Owners' meeting.

B. The Bylaws shall also provide for the powers and duties of the Secretary and Treasurer, and if desired, a Vice President.

#### ARTICLE V - ASSESSMENTS, RIGHTS OF WAYS, ETC.

1. Declarant agrees to maintain the road system until 80% of the original Lots are sold, or as determined by Executive Committee, which ever comes first, at which time the Association shall make the first assessment. The assessment, once made shall be payable not later than \_\_\_\_\_, or as determined by the Executive Board. Thereafter the Property Owners Association shall see to the maintenance of same. To the extent that Declarant has unsold lots within the subdivision, he should meet with the Board of Directors and agree to pay or see to reasonable share of the maintenance occasioned by Declarant in showing lots to prospective buyers.

2. Not later than \_\_\_\_\_, or as determined by the Executive Board, each lot will be subject to an annual assessment for maintenance, repair and replacement of the common elements. Declarant shall be exempt from the assessment, but so long as Declarant has Lots for sale within Monument Hill Subdivision, SECTION 1, or any subsequent Sections, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The Declarant hereby states that it has a reasonable and good faith belief that the maximum stated assessment shown of \$ \_\_\_\_\_, above, will be sufficient to maintain the common elements.

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4. The maximum assessment may be altered by Amending the Declaration. The Declaration cannot be amended to increase the assessment above \_\_\_\_\_ during the period of Declarant's control without the consent of ALL OWNERS.

5. Each owner must bear his prorata share of the expense for the common expenses. The formula for what constitutes a prorata share is set forth below.

6. Any past due common expense assessment or installment thereof bears interest at the rate established by the Association, but not to exceed eighteen percent per annum.

7. Allocation of Common expense Liability:

(a) Each Owner shall pay his fractional share of the maintenance expenses of the common expense liability, if any, for Monument Hill Subdivision, Section 1.

(b) The prorata share of each Owner shall be determined by dividing the total number of Lots as shown by the most recently recorded subdivision plat into the number one, yielding a percentage which shall constitute the pro rata liability of each Owner, except for the exception as set forth in Article 1, Section 6, and as eluded to in Article 5, Section 3, concerning multiple lot owners.

(c) Declarant is exempt from paying the assessment on Declarant's lots owned within the subdivision, but the Declarant is to share in the maintenance of the subdivision roads during the time period that the lots are being marketed to the public. Declarant is to reach agreement on the amount that he should pay annually toward upkeep and maintenance while Declarant is selling lots. Declarant reserves the right to have Declarant's agents or employees perform in kind road maintenance by using Declarant's equipment, in lieu of a cash payment to the Association.

8. Each Lot Owner is individually responsible for obtaining telephone and/or electric service to his property. The utilities easements described on the plat of survey may be used by any Lot Owner, as necessary to obtain service to his/her property.

9. Monument Hill Subdivision, Section 1, consists of 12 Lots. It is understood that the owners, guests and invitees of Monument Hill Subdivision, Section 1, and any subsequent Sections, have the right of ingress and egress from the public road, over across and through all of the roads of said Subdivision as shown on the plat, as all lot owners have the right to use all roads and rights of way in said Subdivision. Any subsequent sections shall be governed under the same covenants, conditions, etc.

Lien for Assessments

1. The Association has a lien on any Lot for the assessment levied against that Lot and its owner from the time the assessment becomes due. Fees, charges, late charges, fines and interest imposed by this Declaration are enforceable as assessments.

2. A lien under this section is prior to all other liens and encumbrances on a lot except liens and encumbrances recorded before the recordation of the declaration.

3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

4. A judgment or decree in any action brought under this section must include costs and reasonable attorneys fees for the prevailing party.

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5. The Association upon written request shall furnish to the Owner a statement setting forth the amount of unpaid assessments against the lot. The statement must be notarized and in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the executive board and every owner.

6. For purposes of perfecting and preserving the lien, the Association shall give notice to the Owner as follows:

(a) Personal service by the Sheriff or other credible person.

(b) By registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the office of the Clerk of the County Commission of Hampshire County, West Virginia.

Said notice shall contain the following:

- i. Legally sufficient description of the lot.
- ii. Name or names of the owners.
- iii. Amount of unpaid assessments due together with the date when each fell due.
- iv. The date of recordation.

7. The Clerk of the County Commission where the notice is recorded shall index the notice in the appropriate deed books and lien books in the name of the owners and the Association. The cost of recordation shall be assessed against any owner found to be delinquent in a subsequent proceeding to enforce the lien.

8. Upon payment of the assessment, the Association shall execute a written release of the lien, to be recorded at the Clerk's office at the expense of the Association.

## ARTICLE VI - AMENDMENTS TO THE DECLARATION

1. This Declaration may be amended only by vote or agreement of Owners of lots to which at least sixty percent (60%) of the votes in the Association are allocated.

2. No action to challenge the validity of an amendment adopted by the Association may be brought more than one year after the amendment is recorded.

3. No amendment may increase the number of lots specified herein, change the boundaries of any lot, change the allocated interest of a lot, or the uses to which any lot is restricted, in the absence of unanimous consent of the owners.

4. Amendments to the Declaration to be recorded must be prepared, executed, recorded and certified on behalf of the association by any officer of the association designated for that purpose or by the President of the Association.

## ARTICLE VII - ASSOCIATION RECORDS

The Association shall keep financial records sufficiently detailed to enable the association to comply with this Declaration. All financial and other records must be made reasonably available for examination by any Owner and his authorized agents.

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## ARTICLE VIII - COMMON PROTECTIONS AND PROTECTIVE COVENANTS

## COVENANT DURATION:

All restrictive covenants identified herein will run with the land and will survive all sales, transfers, and disposals of the lot from the developer's initial sale to the first lot owner, to all subsequent lot owners, their survivors, heirs, et al. This restrictive covenant must and will be made part of the Deed and any Deeds of Trust for each and every lot owner in the Monument Hill Subdivision, Section 1 and all subsequent Sections, Hampshire County, West Virginia.

The protective covenants may be enforced by action of any landowner. Violation of any covenant will not result in a forfeiture of title.

The President of the Home Owner Association (the Developer) will elect the "Review Committee" which will consist of three property owners. After 80% of the lots are sold the Developer will meet with the "Review Committee" and elect a new President of the Home Owner Association.

## BUSINESS CONDUCTED FROM YOUR LOT:

No lot owner, relative, visitor, or tenant of a lot owner may operate a business from his or her home. This subdivision is designed for the quiet and peaceful enjoyment of homeowners that reside at this lot/address and no business or commercial enterprise will be permitted to be operated except as identified in A, below. Therefore, paragraphs B, C, D, and E apply as restrictions and not exceptions.

A. An in-home office that is a business and this is conducted exclusively via electronic medium. This in-home business must not require any additional external infrastructure utility support other than a secondary telephone line and no additional electrical service, which is provided by the developer to each lot.

B. Any supporting structure for an in-home business must be compatible with other out buildings and must be approved by the "Review Committee".

C. In-home offices may be the sole or primary location for the business so long as it does not generate additional pedestrian or vehicular traffic to the premises.

D. No advertising signs, displays, billboards or any other form of advertising may be used for the purpose of conducting any type of business from the lot/home. Only "for sale" signs are permitted when used in conjunction with the resale of the lot/home.

E. All lots must be used for single-family dwellings for residential purposes only. This includes lots that are used by the owner as rentals, either as a lot or after a home is built on it. All renters are subject to the same restrictive covenants as the lot owner.

## ANIMALS AND PETS:

No lot/home may be used for maintaining or keeping livestock poultry, or other animals associated with farms or commercial enterprises except for one horse. Household pets are permitted to the extent they are not considered a nuisance by the "Review Committee" or other neighbors. Two dogs and two cats are the maximum number of household pets permitted without prior approval from the "Review Committee" and only upon special circumstances will more than this four (4) animal restriction be altered.

A. All animals that are considered "pets" must be maintained on a leash when outside the lot boundaries.



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B. All animal excreta left by a lot owner's animal on property outside of the lot owner's boundaries will be the responsibility of the pet owner to immediately remove in its entirety.

C. No animal may be maintained outside of the lot owners home if it barks or makes unwelcome sounds as determined by the "Review Committee" or by other lot owners.

D. No animal may be tied to a rope, chain, tether, cord or any other restraint devise outside of the lot owner's home.

E. Suitable shelter must be provided for pets that are left outside to protect them from the weather.

MOBILE, MODULAR, PREFAB, AND STICK-BUILT HOMES:

No mobile or similar trailer homes, either residential or recreation models are permitted to be used or provided as a home on any lot. Modular and prefab homes are acceptable as long as they contain at least 1,400 square feet of finished living space, excluding attics, garages, and basements, and they are made of "substantial construction" materials in an industry acceptable workmanship manner. All modular, prefab, and "stick-built" homes must have a permanent foundation that have footers and floor joist, and meet and pass the Hampshire County municipality inspection thereof pursuant to plans, specifications, building permit applications, and all other restrictions imposed on receiving a building permit and final occupancy permit.

GARAGE, STORAGE-TOOL SHED LEAN-TO, AND OUTBUILDINGS:

Any garage, storage or tool shed, lean-to, or outbuilding structure that is provided for or by the lot owner must blend with the surroundings and must be of the same construction material, design, and color as the residence home. The "Review Committee" must approve all buildings in this category PRIOR to their being built, delivered, or constructed; a building permit must be secured from the Hampshire County municipality when the county deems such appropriate.

SETBACK RESTRICTIONS:

No additions, garages, sheds, outbuilding or any type of improvements or the like are allowed to be constructed within boundaries as listed by the Planning Commission. In the event that a lot owner owns more than one lot and builds on these lots as though they are one lot, the boundary set back is not enforced for the interior boundaries; however, the multiple lots, if sold as individual lots must conform to the initial set back restrictions as identified herein in the first sentence of this restriction six (6).

UTILITIES:

All utilities will be provided to each lot by the developer and will be underground. Any improvements that are provided by or for any lot owner that require utility service must have such utility service underground to the improvement.

Lots will be subject to the utility easements, drainage easements, street right of way , building set back lines and similar restrictions as shown upon the plat of Monument Hill.

PARKING:

All lot owners must provide adequate off-street parking as to enable adequate accommodation for their personal vehicles as well as visitors. Exceptions are only permitted by requesting such variances from the "Review Committee" for non-recurring special events. Parking must be on pavement constructed within the boundaries of the lot owners's property.

JARL & KEATON,  
PLLC  
ATTORNEYS AT LAW  
58 E. MAIN STREET  
ROMNEY, WV 26757

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Commercial vehicles larger than 3/4 ton pickup truck or van may not be parked on the subdivision's road, shoulder or within the property boundaries of any lot for other than loading or unloading cargo, and they may not be left overnight without approval from the "Review Committee".

**NOISE, PARTIES, HOLIDAY AND MEMORIAL CELEBRATIONS:**

Lot owners that have gatherings, parties, celebrations, or any of the like must be considerate of other lot owners and their right to peaceful enjoyment of their lot ownership. Noise from activities that are considered offensive, obnoxious, or disruptive and which are consistent with poor taste are not permitted. Gatherings that are continued into late evening hours, after 10:00 p.m., are to be controlled and managed by the lot owner having such gatherings. Any noise complaints from other lot owners are to be considered as welcomed suggestions by the offending lot owner and that lot owner must immediately render any adjustments to the noise to the extent to satisfy the complaint.

**FENCES:**

Three rail "split-rail" fences are permitted and wire containment fence may be installed in conjunction with this fence on the inside within the lot owner's property boundaries. Also invisible fencing for pets is allowed within the property owner's boundaries.

**BOUNDARY ADJUSTMENTS AND SUBDIVIDING LOTS:**

No lot may be subdivided for any reason below the initial zoning approval provided by the developer. Boundary adjustments may only be made for lot owners that own more than one (1) lot or for special circumstances that are considered acceptable to the "Review Committee". Any adjustments in lot boundaries must be submitted to and for the approval of the "Review Committee" prior to the lot owners taking any actions for a permanent change in the initial boundary lines.

**TRASH AND GARBAGE STORAGE AND PICKUP:**

United Disposal service (1-800-543-7897)

**ROAD MAINTENANCE, SNOW PLOWING, REPAIRS:**

Developer will be responsible for removal of snow until 80% of the lots are sold at that time snow removal will be the responsibility of the Home Owner Association. Any damage to streets or side ditches while lot owners are building their homes will be the responsibility of that lot owner. Repairs will be done by the developer and back charged to the lot owner after 80% of the lots are sold the Home Owner Association will be responsible for the repairs.

**RESTRICTIVE COVENANT OFFENDERS:**

Any property owner found not in compliance with any of the restrictive covenants will have thirty days to correct the problem or a lien will be placed on his property to rectify the discrepancy. The developer or Home Owner Association will then take necessary action to bring the property into compliance and the owner will have thirty days to reimburse the monies and the lien removed or foreclosure proceedings will be initiated.

**LAWN CARE, PLANTING, SEEDING, YARD MAINTENANCE:**

All yards will be kept neat, clean and trimmed.

**ANTENNAS, SATELLITE DISHES, RADIO TRANSMITTER TOWERS:**

Antenna towers may not exceed ten feet above the height of the house, all satellite dishes and towers should be placed as not to be an eye sore when viewed from Monument Drive.

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 hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

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.

Dated this the 8<sup>th</sup> day of February, 2002.

*Donald Greg Sowers* (SEAL)  
Donald Greg Sowers

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, to-wit:

I, *Nilah Jane Heishman*, a Notary Public, in and for the county and state aforesaid, do hereby certify that Donald Greg Sowers, whose name is signed and affixed to the foregoing instrument, dated the 8<sup>th</sup> day of February, 2002, has this day, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 8<sup>th</sup> day of February, 2002.

*Nilah Jane Heishman*  
Notary Public



prepared by H. Charles Carl, III, Attorney at

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 2-8-02 11:20 AM  
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.

CASIO & HARRIS, INC., SPENCER, WV RL-ORDER No 10189-01

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

HAMPSHIRE COUNTY CLERK,  
COVENANTS & RES. CLERK 01  
DATE/TIME: 02/08/2002 11:20  
Inst #: 37976  
Book/Page: 411 / 791  
Rec'd/Tax: 13.00 .00