

FEE:\$4.00 REL TO: BARRY L. BRUCE

Homeowners Association
By-Laws

AMENDED
RESERVATIONS AND RESTRICTIVE COVENANTS

DATED: May 6, 1993

GREENBRIER HIGHLANDS CORPORATION, a corporation, is hereby referred to in this document as "Grantor."

The Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in "TROUT RUN," as below described, or claiming under them.

Invalidation of any of the following Restrictive Covenants by judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. HOMEOWNERS ASSOCIATION: Upon the sale of 75% of the total Lots within Trout Run, referred to in this document as the "Subdivision," or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Homeowners Association, to be called Trout Run Homeowners Association, Inc. referred to in this document as the "Association."

NOTE: Lot #40 has its own private access. It does not have access to any of the new roads within the development nor will it have the use of any common areas within the development. Therefore it will not be a part of the Association, nor do the covenants and restrictions herein apply EXCEPT FOR PARAGRAPH #7 REGARDING SWINE AND POULTRY.

- A. Every person or entity, except the Grantor, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned. In no event shall more than (1) vote be cast with respect to each Lot.
- B. The roadways and right-of-ways constructed throughout the Subdivision are to be conveyed to the Association owners and their respective heirs, successors and assigns.

- C. The Association shall maintain the right-of-ways, and roads within the Subdivision, and shall assess each Lot owner (except the Grantor) on a prorated basis, amounts necessary for the improvement and maintenance of the right-of-ways and roads, not to exceed \$100.00 per Lot owner annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114.
 - D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Greenbrier County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid.
 - E. Any lot that may from time to time be repossessed by the Grantor, with back dues owed, but no lien placed upon the property, will become exempt from payment of those back dues and said lot(s) will be exempt from current Association dues until a new owner of record is recorded in the Court House.
2. RESIDENTIAL AND AREA USE: Any residence shall be no less than 600 square feet in size excluding size of porch, basement and garage.
- A. There shall be no single-wide mobile homes, pre-fabricated, all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage. However, double-wide mobile homes or pre-fabricated homes are permitted, provided that the siding is of wood, vinyl or Masonite and they are placed on a permanent foundation or permanent piers with under side skirted and tongue removed.
 - B. Camping is permitted using professional manufactured equipment such as tents, campers, motor homes, etc.

However, campers mentioned above cannot become permanent fixtures on the land. They must be removed from the property for at least one week per year.
3. COMMERCIAL USE AND NUISANCE: No business will be allowed that would cause any increase of traffic on private subdivision roads and right-of-ways. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, with exception of hunting, as long as hunting laws of West Virginia are obeyed.

NOTE: Lot #18, because of its size and the existing house

and barns, will be permitted light commercial activity, WITH THE EXCEPTION OF THOSE AGRICULTURAL ACTIVITIES STATED IN PARAGRAPH 7 HEREIN, as long as this activity does not become an annoyance or nuisance to the neighborhood. For example: riding stable, small bed & breakfast (five rental rooms), cabinet making, etc.

All other restrictions herein will apply and Lot #18 will be a part of the Association.

4. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front, side, and rear lot lines closer than thirty (30) feet.
5. SEWAGE: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot.
6. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the lot in a neat and sanitary condition. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage.
7. AGRICULTURE: There shall be no swine or poultry kept on the Lots for commercial use. Swine and poultry may be kept for personal consumption at the rate of eight (8) swine per lot and thirty (30) poultry per Lot. Grazing animals may be kept as long as suitable fencing and facilities are maintained at the rate of one (1) such animal per fenced acre. (Grazing animals are defined to be horses, cattle, sheep and goats.)
8. FURTHER SUBDIVISION: No subdivision of a Lot may create a Lot or reduce a Lot to less than ten (10) acres as shown on Trout Run plats recorded in Plat Book __, Page __; Plat Book __, Page __; and Plat Book __, Page __. Only the owner who originally exercises this right of "Further Subdivision" shall be entitled to subdivide the original Lot. SUBDIVISION MAY OCCUR ONLY ONCE REGARDLESS OF REMAINING ACREAGE AFTER INITIAL SUBDIVISION. No Lot created by this "further subdivision" provision may be further subdivided. Greenbrier Highlands only guarantees one building site per tract as shown on the recorded plat mentioned above.

No Lot can be subdivided prior to the closing and transfer of deed on the original purchase from Greenbrier Highlands Corporation. All cost to subdivide Lots will be borne by the purchaser. Any new Lots resulting from the subdividing shall follow the Covenants and Restrictions as recorded in the Greenbrier County Clerks Office in Deed Book ___, Page ___. The owner(s) of any subdivided Lot recorded in the courthouse will automatically become a new voting member of the Association and be responsible to pay the same annual assessments as the owner of the original Lot.

Any new roads constructed to further subdivide Lots shown on originally recorded plat will not become part of the Association. Any such roads must be maintained by those private individuals who further subdivide.

- A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision Plat, the size and shape of blocks, sections and lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the owner thereof.
- B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individual's deeds or by supplementing these covenants and restrictions by separate recorded Instrument.

9. EASEMENTS:

- A. Grantor reserves unto itself, successors and assigns, the right to erect and maintain utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land fifteen (15) feet wide at any point along the side Lot lines of each Lot, thirty (30) feet along the front of each Lot line, thirty (30) feet along the rear lines of any said Lot and thirty (30) feet wide along the perimeter of the Subdivision. Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road.

- B. Grantor reserves a twenty (20) foot right-of-way for emergency ingress and egress for all property owners on the east side of Muddy Creek. The right-of-way runs to old Piercy Mill road, as shown on recorded plat for Section III.
10. TIMBER AND TIMBER EASEMENT: The Grantor reserves all timber with a stump diameter of 16 inches and larger (measured 12 inches from ground on the high side) with the intention that it will be harvested. This timber reserve will end February 28, 1995.

The Grantor reserves the right of ingress and egress through and across property lines for the removal and transport of said timber until such timber reserve shall end.

11. CONFLICT: If there are any inconsistencies/conflicts between any sections of any of the agreements, including the Reservations and Restrictive Covenants, plat records, and deed covenants, it is understood by the parties that the most restrictive section shall apply. In addition, this provision shall apply to all structures and improvements to structures.

WITNESS the following signature and seal:

GREENBRIER HIGHLANDS CORPORATION

By: David D. Myers
David D. Myers
Regional Vice President

STATE OF West Virginia

COUNTY OF Greenbrier

I, Ronda S. Hanson, a Notary Public in and for the County and State aforesaid, do hereby certify that David Myers, Regional Vice President of GREENBRIER HIGHLANDS CORPORATION, whose name is subscribed to the foregoing instrument dated the 6th day

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