

JUL 01 1994

Amendment to  
Covenants and  
Restrictions

FEE:\$7.50 RET.TO: CHARLES W. PEOPLES, JR.

ATTORNEY AT LAW

MEZZANINE SUITE 203

THE FREDERICK BUILDING

P.O. BOX 2854, Huntington, WV 25728

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AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND AGREEMENTS FOR GREENBRIER PINES SUBDIVISION

THIS AGREEMENT OF AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, Easements And Agreements For Greenbrier Pines Subdivision, made this 13th day of June, 1994, by GREENBRIER PINES CORPORATION, a West Virginia corporation, party of the first part, and WMS CONSTRUCTION, INC., a West Virginia corporation, CHARLES A. HENTHORN and KELLEY K. HENTHORN, husband and wife, M. RODGER BOGGS and SHIRLEY BOGGS, husband and wife, JACK L. WORKMAN, FRANCES J. WORKMAN, ANDREW J. WORKMAN, STEPHEN KIRK and CARY JOE KIRK, parties of the second part.

WHEREAS, by instrument dated October 4, 1993, entitled "Declaration of Covenants, Conditions, Restrictions, Easements And Agreements For Greenbrier Pines Subdivision" (the "Declaration"), and thereafter recorded in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, in Deed Book 421, at page 599, Greenbrier Pines Corporation, party of the first part herein, made declaration of certain covenants, conditions, restrictions, easements and agreements with respect to a certain tract of real estate consisting of 50.316 acres, more or less, situate in the City of Lewisburg, Greenbrier County, West Virginia, and as more particularly described in a deed conveying said property to the said Greenbrier Pines Corporation dated the 6th day of August, 1993, recorded in the aforesaid Clerk's Office in Deed Book 420, at page 277, and thereafter dedicated for development as Greenbrier Pines Subdivision; and

WHEREAS, Greenbrier Pines Corporation and parties of the second part herein constitute all of the owners of the lots, parcels or tracts comprising the aforesaid 50.316 acre area dedicated for development as Greenbrier Pines Subdivision and constitute all of the members of the Greenbrier Pines Homeowners Association, Ltd. (the "Association"), an association created pursuant to the Declaration; and

WHEREAS, it is the mutual desire of Greenbrier Pines Corporation and the parties of the second part to amend and change certain of the covenants and restrictions set forth in the Declaration in the manner and respect as hereinafter provided;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the foregoing premises, which are to be taken and read as a material part hereof and not as mere recitals, together with the mutual approval of the amendments as hereinafter set forth, the parties jointly and severally agree as follows:

1. The existing Declaration of Covenants, Conditions, Restrictions, Easements And Agreements For Greenbrier Pines Subdivision dated October 4, 1993, and recorded in the Office of the Clerk of the County Commission of Greenbrier County, West

Virginia, in Deed Book 421, at page 599, shall be amended in the following respects:

(a) Article Four, Section 2 shall be amended so as to delete the words "accessory building" altogether.

Article Four, Section 2, as amended, shall read in its entirety:

" Section 2. No structure, whether residence, tennis court, swimming pool, antenna, flag pole, fence, wall, exterior lighting, or other improvement, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan, shall have been submitted to and approved in writing by the architectural review board, and a copy of such plans, specifications, and lot plans, as finally approved, deposited with the architectural review board. When furnished, only those house numbers and mail boxes which are approved by the Declarant shall be used and maintained on the owner's lot."

(b) Article Six, Section 1, paragraph R, shall be amended so as to delete in its entirety paragraph R and to substitute in the place thereof a new paragraph, designated "R", which shall read:

"R. No detached storage building, outbuilding or accessory structure of any kind shall be constructed, erected or otherwise placed or located upon any lot."

Article Six, Section 1, shall be further amended so as to include an additional paragraph, designated "S", which shall read:

"S. Each residential structure erected on any lot shall include a driveway which shall extend from the street immediately bordering such residential structure to the garage attached to said residential structure. Such driveway shall be constructed or completed utilizing either, (i) a minimum of at least six (6) inches of base stone under a minimum of at least two (2) inches of wearing course asphalt or, in the alternative, (ii) a minimum of at least four (4) inches of base stone under a minimum of at least four (4) inch mesh reinforced concrete."

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Article Six, as amended, shall read in its entirety:

ARTICLE SIX

COMMON SCHEME RESTRICTIONS

**Section 1.** The following common scheme restrictions are imposed upon each lot as well as all common areas of the Subdivision and upon all owners of a lot:

A. No garbage, refuse, rubbish, or cuttings shall be deposited upon any street or road.

B. No building materials of any kind shall be placed or stored upon any lot except in connection with construction approved as hereinbefore provided. Upon the placement of building materials on a lot in connection with approved construction, construction shall be promptly commenced and diligently pursued to its completion. Construction of the residence upon any lot shall be completed within one (1) year of its commencement.

C. Exterior lighting installed or maintained upon any structure or lot shall be either indirect or of such controlled focus and intensity so as not to disturb residents of adjacent lots.

D. No animals or birds except domestic household pets shall be kept on any parcel.

E. One story residential structures shall contain no less than eighteen hundred (1800) square feet of heated floor space, exclusive of garages, porches, patios, breezeways and decks. Two story residential structures shall contain no less than twenty-two hundred (2200) square feet of heated floor space exclusive of the aforesaid additions. No structure shall exceed thirty five (35) feet in height from ground level to the roof peak.

F. Residential structures erected on any lot shall be used for one family residential purposes only. Commercial use is prohibited. No lot or parcel may be subdivided in any manner.

G. No sign may be erected or maintained on the lot or structure situate thereon except for the purpose of identification of the owner, house number, or advertising the sale of the lot or home thereon. Approval of the architectural review board shall be first obtained prior to the erection or placement of any such sign.

H. All plans for residential structures and additions or improvements shall be submitted to and approved by the architectural review board prior to commencement of construction. Construction shall be in substantial compliance with such plans as are approved by the board without any change to the exterior walls or roof thereof.

I. No lot or any part thereof shall be used for trailers, mobile homes, tents or temporary shelters of any kind or description, nor shall any structure be occupied as a temporary shelter until all the exterior walls and roof thereof have been completed.

J. Any lot or parcel not served by public sewer service shall have adequate septic systems and drainage fields located and constructed in such manner so as to meet all requirements of the State of West Virginia and local public health authorities.

K. No open loop water source heat pumps, injection wells for heat pumps or infiltration galleries for heat pumps shall be permitted.

L. No noxious or offensive activity or operation of any kind or character shall be carried on or allowed on any lot or parcel.

M. No camping or recreational vehicle, large truck (other than pickup truck), busses, boats, trailers, and other large vehicles or vehicles not in regular use shall be parked on any lot or parcel or the street adjoining thereto at any time.

N. All Rubbish and garbage shall be kept in sanitary containers with lids or other closure at all times, so as to be secure from opening by dogs or wildlife and shall be kept out of public view except on day of collection. All incinerators and other equipment for storage and disposal of waste materials shall be kept in sanitary condition and out of public view.

O. Each lot shall contain a screened or fenced area in which fuel tanks or similar storage receptacles, electric and gas meters, air conditioning or heat pump equipment, clotheslines and other unsightly objects shall be placed or stored in order to conceal the same from view of streets, roads and adjacent properties. Plans for such screened or fenced areas shall be approved by the architectural review board prior to construction thereof.

P. No television or radio antenna, satellite dish receiver or similar device of any kind shall be attached to or installed on the exterior portion or roof of any structure situate on any lot. A satellite dish receiver with a diameter not exceeding forty two (42) inches or antenna for the reception of radio or television signals may be permitted in the back yard only of lot. The location and design of such devices must be approved by the architectural review board prior to the placement thereof.

Q. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond within the Subdivision without first obtaining the written consent of the Declarant or its successors.

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R. No detached storage building, outbuilding or accessory structure of any kind shall be constructed, erected or otherwise placed or located upon any lot.

S. Each residential structure erected on any lot shall include a driveway which shall extend from the street immediately bordering such residential structure to the garage attached to said residential structure. Such driveway shall be constructed or completed utilizing either, (i) a minimum of at least six (6) inches of base stone under a minimum of at least two (2) inches of wearing course asphalt or, in the alternative, (ii) a minimum of at least four (4) inches of base stone under a minimum of at least four (4) inch mesh reinforced concrete.

2. Each of the parties hereto agrees that the foregoing amendments to the Declaration shall become effective as of the date of execution hereof and that the same shall bind all persons, firms and entities owning lots within the Subdivision now and in the future and all persons claiming under them, their successors and assigns.

3. In all other respects and except as otherwise amended herein, the original Declaration and all of its provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, individually or by their duly authorized officer, have each set their hand and seal the day and year first above written.

GREENBRIER PINES CORPORATION,  
a West Virginia corporation

By: Robert E. Vasey

Its: President

WMS CONSTRUCTION, INC.  
a West Virginia corporation

By: Ann Williams

Its: Pres.

Charles A. Henthorn  
CHARLES A. HENTHORN

Kelley K. Henthorn  
KELLEY K. HENTHORN

*M. Rodger Boggs*  
M. RODGER BOGGS

*Shirley Boggs*  
SHIRLEY BOGGS

*Jack L. Workman*  
JACK L. WORKMAN

*Frances J. Workman*  
FRANCES J. WORKMAN

*Andrew J. Workman*  
ANDREW J. WORKMAN

*Stephen Kirk*  
STEPHEN KIRK

*Cary Joe Kirk*  
CARY JOE KIRK

**INSTRUMENT PREPARED BY:**

**CHARLES W. PEOPLES, JR.**  
Attorney at Law  
Mezzanine Suite 203  
The Frederick Building  
P. O. Box 2854  
Huntington, WV 25728  
Phone: (304) 525-3753

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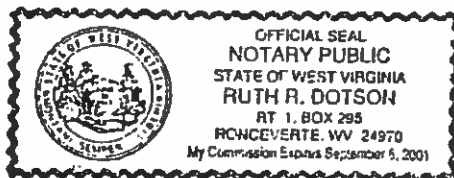
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Ruth R. Dotson, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert E. Vass Jr., as President of Greenbrier Pines Corporation, a West Virginia corporation, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

Given under my hand this 28th day of June, 1994.

My commission expires: Sept 8, 2001.



Ruth R. Dotson  
NOTARY PUBLIC

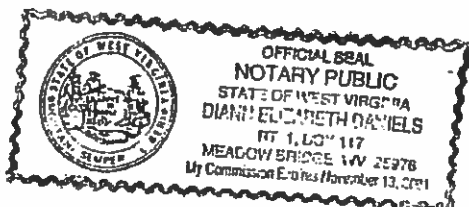
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diana Elizabeth Daniels, a Notary Public in and for the County and State aforesaid, do hereby certify that Ann Williams, as Pres. of WMS Construction, Inc., a West Virginia corporation, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

Given under my hand this 22nd day of June, 1994.

My commission expires: November 13, 2001.



Diana Elizabeth Daniels  
NOTARY PUBLIC

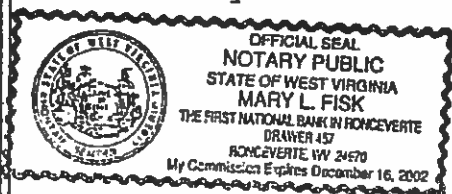
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Mary L. Fisk, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles A. Henthorn and Kelley K. Henthorn, husband and wife, whose names are signed to the foregoing writing bearing date the 13th day of June, 1994, have this day acknowledged the same before me in my said County.

Given under my hand this 17 day of June, 1994.

My commission expires: December 16, 2002.



Mary L. Fisk  
NOTARY PUBLIC

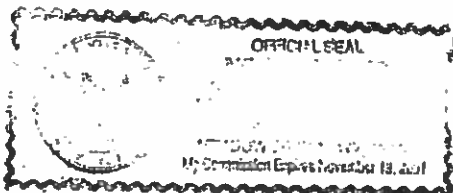
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diana Dickett Daniel, a Notary Public in and for the County and State aforesaid, do hereby certify that M. Rodger Boggs and Shirley Boggs, husband and wife, whose names are signed to the foregoing writing bearing date the 13th day of June, 1994, have this day acknowledged the same before me in my said County.

Given under my hand this 27<sup>th</sup> day of June, 1994.

My commission expires: November 13, 2001.



Diana Dickett Daniel  
NOTARY PUBLIC



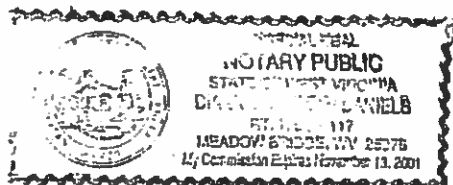
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diann Wickett Daniel, a Notary Public in and for the County and State aforesaid, do hereby certify that Jack L. Workman, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County.

Given under my hand this 27<sup>th</sup> day of June, 1994.

My commission expires: November 13, 2001.



Diann Wickett Daniel  
NOTARY PUBLIC

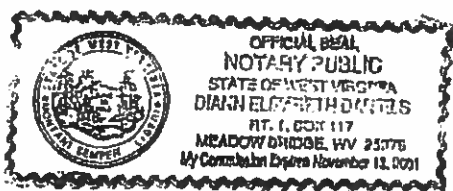
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diann Wickett Daniel, a Notary Public in and for the County and State aforesaid, do hereby certify that Frances J. Workman, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County.

Given under my hand this 27<sup>th</sup> day of June, 1994.

My commission expires: November 13, 2001.



Diann Wickett Daniel  
NOTARY PUBLIC

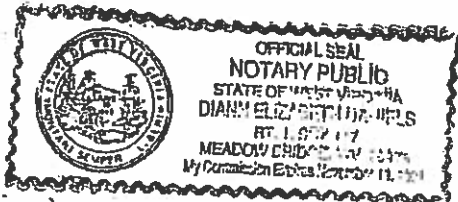
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diana Dickett Jones, a Notary Public in and for the County and State aforesaid, do hereby certify that Andrew J. Workman, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County.

Given under my hand this 27th day of June, 1994.

My commission expires: November 13, 2001.



Diana Dickett Jones  
NOTARY PUBLIC

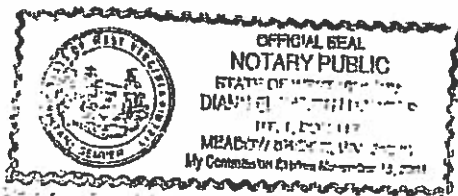
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diana Dickett Jones, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen Kirk, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County.

Given under my hand this 27th day of June, 1994.

My commission expires: November 13, 2001.



Diana Dickett Jones  
NOTARY PUBLIC

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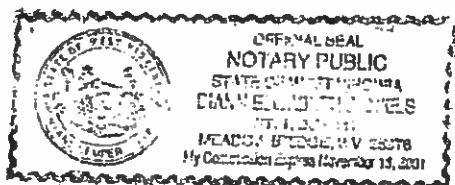
STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, TO-WIT:

I, Diann Dyer Dennis, a Notary Public in and for the County and State aforesaid, do hereby certify that Cary Joe Kirk, whose name is signed to the foregoing writing bearing date the 13th day of June, 1994, has this day acknowledged the same before me in my said County.

Given under my hand this 27th day of June, 1994.

My commission expires: November 13, 2001.



Diann Dyer Dennis  
NOTARY PUBLIC

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 28 day of June 1994

This DEED was this day presented in the office aforesaid and thereupon, together with the Certificate thereto annexed, admitted to record.

Teste Suzanne V. Spence Clerk  
By Rebecca D. Spence Depu: