

REWRITTEN (Blue Font = Changed / Combined / Moved)	ORIGINAL (Red Font = Deleted)
<p style="text-align: center;">Hidden Hollows Dedication of Plat and Declaration of Protective Covenants</p>	<p style="text-align: center;">Hidden Hollows Dedication of Plat and Declaration of Protective Covenants</p>
<p>KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Hidden Hollows Property Owners' Association, Inc., does hereby declare that all Lots or Tracts identified on the Plats of Hidden Hollows Subdivision, Phases I and II, lying and being situated in Hampshire County, West Virginia, either recorded contemporaneously with this Declaration or to be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, 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 thereof:</p>	<p>KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Melbourne Properties, Inc., hereinafter referred to as "Declarant" does hereby declare that all Lots or Tracts identified on the Plats of Hidden Hollows Subdivision, Phases I and II, lying and being situated in Hampshire County, West Virginia, either recorded contemporaneously with this Declaration or to be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, 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 thereof:</p>
<p style="text-align: center;">ARTICLE I DEFINITIONS</p>	<p style="text-align: center;">ARTICLE I DEFINITIONS</p>
<p>(1) "Association" shall mean and refer to Hidden Hollows Property Owners' Association, its successors and assigns.</p>	<p>(1) "Association" shall mean and refer to Hidden Hollows Property Owners' Association, its successors and assigns.</p>
<p>(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 and interest merely as security for the performance of an obligation.</p>	<p>(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 and interest merely as security for the performance of an obligation.</p>
<p>(3) "Property" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.</p>	<p>(3) "Property" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.</p>
<p>(4) "Lot" or "Tract" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.</p>	<p>(4) "Lot" or "Tract" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.</p>
	<p>(5) "Declarant" shall mean "Grantor/Developer" and refer to its successors and assigns.</p>

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ARTICLE II MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES	ARTICLE II MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES
<p>(1) By acceptance of a deed thereto, every owner of a Hidden Hollows lot, including lots which may be further subdivided, automatically becomes a member of the Hidden Hollows Property Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.</p> <p>(2) All Hidden Hollows property owners shall be entitled to one vote for each lot owned.</p> <p>(3) The owner of each lot within Hidden Hollows Phase II agrees to pay an annual assessment, the amount determined by majority vote of the owners of the lots in Hidden Hollows as deemed necessary for the purpose of maintaining the roads, right of ways and common areas as shown on the subdivision plat, and for the operating expenses of the Hidden Hollows Property Owners' Association.</p>	<p>(1) Every owner of a lot, including lots which may be further subdivided, shall be a member of the Hidden Hollows Property Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. There shall be two classes of membership, Class A and Class B. The Declarant shall be the Class A member and shall be entitled to three votes for every lot owned in Hidden Hollows. All other property owners shall be Class B members and shall be entitled to one vote for each lot owned.</p>
<p>(4) The Association shall be governed by a Board of Directors of not less than three (3) and not more than eight (8) members. The Board of Directors and Officers shall be elected by the lot owners.</p>	<p>(2) The Association shall be governed by a Board of Directors of not less than three (3) not more than Five (5) members. The Board of Directors shall be elected by the lot owners, except that the initial Board shall be appointed by the Declarant. The initial Board of Directors shall be responsible for calling the first meeting of the Association to be held not later than January 31, 2004. The initial meeting of the members shall be held at a suitable place to be designated by the Board of Directors in Hampshire County, West Virginia.</p>
<p>(5) The Hidden Hollows Property Owners' Association, Inc. is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by the State of West Virginia or Federal law from time to time.</p>	<p>(3) The Hidden Hollows Property Owners' Association, Inc. is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by the State of West Virginia or Federal law from time to time.</p>
<p>(6) The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:</p>	<p>(4) The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:</p>
<p>(A) Maintain the Property Owners' Association, periodically</p>	<p>(A) Maintain Property Owners' Association, periodically elect</p>

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<p>elect officers and directors, and establish and collect fees and dues.</p> <p>(B) Maintain financial records.</p> <p>(C) Administer the upkeep and improvements to the Hidden Hollows subdivision.</p>	<p>officers and directors, and establish and collect fees and dues.</p> <p>(B) Maintain Financial Records</p> <p>(C) Administer the upkeep and improvements to the Hidden Hollows Subdivision.</p>
<p align="center">ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENT</p>	<p align="center">ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENT</p>
<p>(1) Each owner of a lot within Hidden Hollows Phase II (lots 2 through 37) shall pay an annual assessment fee to the Hidden Hollows Property Owners' Association, Inc. to cover an equal portion of the expenses for the use, maintenance (including snow removal), improvements and expansion of the internal roads and common areas located within the Phase II Subdivision, and to cover an equal portion of the operating expenses of the Hidden Hollows Property Owners' Association. Owners of lots in Phase I (lots 1 through 5) are exempt from paying an annual assessment for road maintenance in as much as these lots do not have access to or use any of the interior roads within the Hidden Hollows Phase II Subdivision. All assessments, including any pro-rata share of said assessments, shall be paid and collected at the beginning of each calendar year. The assessment for the calendar year 2015 and all years thereafter, unless amended by the majority vote of the owners of the lots in Hidden Hollows subdivision, pursuant to the terms and conditions of these covenants, shall be \$100. In no event shall the annual average common expense liability of each lot, exclusive of optional user fees adjusted, pursuant to the provisions of the West Virginia Code Section 36B-1-114, exceed \$400.00. During December of each year, the Association shall notify each lot owner, in writing, as to the amount of the assessment, which shall be due and owing the last day of January of the following year. If unpaid, a lien shall be imposed by law upon the property against which each assessment is made. The Hidden Hollows Property Owners' Association, Inc. and its assigns shall have the right to sue for and collect any</p>	<p>(1) Each owner of a Lot within Hidden Hollows shall pay an assessment for the reasonable construction, use, and maintenance, and expansion of the roads and common areas. All assessments, including any pro-rate share of said assessments, shall be collected by and paid beginning the calendar year of January 1, 2003 through December 31, 2003. The Assessment for the calendar year 2003 and all years thereafter, unless amended pursuant to the terms and conditions of these covenants, shall be \$100. In no event shall the annual average common expense liability of each Lot, exclusive of optional user fees adjusted, pursuant to the provisions of the West Virginia Code Section 36B-1-114, exceed \$300.00. 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. Melbourne Properties, Inc. and its assigns shall have the right to sue for and collect any assessment, together with interest, properly assessed under this contract. Tracts 1 through 5, Hidden Hollows, Phase I, and Tracts 17 and 18, Phase II, are exempt from assessments for the road maintenance fee in as much as those Tracts have access directly to Secondary Route 50/4 and do not have access to or use any of the interior roads within Hidden Hollows Subdivision.</p>

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<p>assessment, together with interest, properly assessed under this contract.</p>	
<p>(2) Any assessment made on a property pursuant to this paragraph including a late fee of twenty dollars (\$20.00), interest at the rate of fifteen percent (15%) 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. This lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants.</p> <p>(3) In the event of a resale or transfer of one or more lots 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.</p>	<p>(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. This 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 Hidden Hollows Property Owners' Association to be created as herein set forth, and agrees to pay an amount determined by the majority vote of the Owners of the Lots in Hidden Hollows Subdivision as deemed necessary for the purpose of Maintaining (including the removal of snow and the repairs and improvements of the roads and common areas) the right of ways and roadways and common areas as shown on the subdivision plat. During December of each year, beginning December, 2003 said Association shall notify each Lot Owner, in writing, as to the amount of the Lot Assessment which shall be due and payable in January of the following year. In the event of a resale or transfer of one or more Lots 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.</p>
<p>(4) 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 Owners' Association may bring an action at law against the owner personally obligated to pay same.</p>	<p>(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 Owners' Association may bring an action at law against the owner personally obligated to pay same.</p>
	<p>(4) In exchange for the Declarant's agreement to install and maintain said roadways and rights of way until seventy-five (75%) of the Lots have been 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</p>

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	<p>reacquired by the Declarant. In the event that the Declarant should later reacquire real estate through purchase at a foreclosure sale or through settlement of an Owner's default in any contract, note or deed of trust that the Owner should be obligated 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.</p>
<p>(5) Each lot owner, by acceptance of a Deed thereto, acknowledges that the roads, rights of way, and common areas 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 common areas.</p>	<p>(5) Each lot owner, by acceptance of a Deed thereto, acknowledges that the roads, rights of way, and common areas 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 Common Areas.</p>
<p style="text-align: center;">ARTICLE IV USE RESTRICTIONS</p>	<p style="text-align: center;">ARTICLE IV USE RESTRICTIONS</p>
<p>(1) No signs or advertising of any nature shall be erected or maintained on any lot, with the exception of for sale or for rent signs not to exceed six (6) feet square in area (said signs must comply with Hampshire County Ordinances relating to the erection of signs), except for directional and informational signs that are authorized by the Association.</p>	<p>(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 the erection of signs), except for directional and informational signs provided by the Declarant.</p>
<p>(2) No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert 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.</p>	<p>(2) No owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert 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.</p>
<p>(3) Due to the unsightliness, no inoperable or stored motor vehicle, camper, boat, or trailer which does not have a current license</p>	<p>(3) Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an</p>

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<p>plate or an inspection sticker that is not more than six 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.</p>	<p>inspection sticker not more than six 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 on all tracts in Phase II shall be 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.</p>
	<p>(4) 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 months.</p>
<p>(4) Not more than one single family residence shall be erected on a lot of less than 20 acres. Not more than two residences shall be erected on a lot of 20 acres or more. Residences shall contain a minimum of 1,000 square feet for a single story or ranch style residence and a minimum of 1,400 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 12 months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. Mobile Homes are not permitted.</p>	<p>(5) Not more than one single family residence shall be erected on a lot of less than 20 acres. Not more than two residences shall be erected on a lot of 20 acres or more. Residences shall contain a minimum of 1,000 square feet for a single story or ranch style residence and a minimum of 1,400 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 12 months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. Mobile Homes are not permitted.</p>
<p>(5) Each lot shall be used for residential and/or recreational purposes only.</p> <p>(6) Any garage, guest house, barn or other structure erected on a lot must conform in appearance and material with the primary dwelling on said lot.</p>	<p>(6) Each lot shall be used for residential/recreational purposes only, and any garage, barn, or guest house must conform generally in appearance and material with any dwelling on said lot.</p>
<p>Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:</p>	<p>Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:</p>

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	(A) Home occupations conducted by the occupant.
(A) Agricultural uses, including incidental use and the construction of accessory buildings connected with the agricultural use or with the building of a residence, including storage of temporary camping and lawn maintenance equipment.	(B) Agricultural uses, including incidental use and the construction of accessory buildings connected with the agricultural use or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.
(B) Not more than one head of livestock per three (3) acres and one domesticated animal (excluding dogs and cats) per five (5) acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners' Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted. Pets and domesticated animals must be fenced in or otherwise prevented from roaming.	(C) Not more than one head of livestock per three (3) acres and one domesticated animal (excluding dogs and cats) per five (5) acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners' Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted. Pets and domesticated animals must be fenced in or otherwise prevented from roaming.
(7) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. (8) The owner shall repair and restore promptly to its prior condition any part of the subdivision road damaged by the owner's equipment or his contractor en route to or from the owner's lot. (9) The owner must maintain all lots, improved or unimproved, in a neat and orderly condition at all times. No garbage, trash, inoperable vehicle or other debris shall be permitted to accumulate or remain on any lot.	(7) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulate or remain on any lot.

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<p>(10) No building shall be erected closer than twenty-five (25) feet from the property line, with the exception that where two or more lots are used together for the construction of one dwelling, then the twenty-five (25) foot setback shall apply only to the outside lines.</p>	<p>(8) No building shall be erected closer than twenty-five (25) feet from the property line, with the exception that where two or more lots are used together for the construction of one dwelling, then the twenty-five (25) foot setback shall apply only to the outside lines.</p>
<p>(11) All sanitation facilities constructed on any lot shall be in conformance with the regulations of the West Virginia State Health Department, Hampshire County Health Department, and any other government agency regulating the installation of sewage disposal systems.</p>	<p>(9) All sanitation facilities constructed on any lot shall conform with the regulations the West Virginia State Health Department, Hampshire County Health Department, and any other government agency regulating the installation of sewage disposal systems.</p>
<p>(12) No lots shall be used or maintained as a 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.</p>	<p>(10) No lots shall be used or maintained as a 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.</p>
	<p>(11) The Declarant reserves unto himself or his assigns the right to erect, maintain, and 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 way therefore, over, on and under a strip on land twenty (20) feet along all of the right of ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instruments duly recorded. Where the centerline of roadways or right of way 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 way, and extend instead, across the remainder of the lot bounding on said roadways or rights of way. Nothing here shall be construed as creating any duty of 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 lot owners. A \$2500.00 fee is to be collected upon purchase of the lot and held in escrow for the utilities to be started no later than December 31, 2003. Tracts 1 through 5, Phase I, shall be exempt from this fee in as much as those Tracts have direct access to existing utility lines adjacent to Secondary Route 50/4. All Lots on Moose Hollow Rd., Lot# 27-</p>

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	<p>30, Phase II, and all lots on Cougar Hollow Rd., Lot #12-13, Phase II, must install underground utility service to all improvements on those Lots.</p>
<p>(13) Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and any common facilities in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the property without advanced written permission of the Property Owners' Association.</p>	<p>(12) Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and any common facilities in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the Property without advanced written permission of the Declarant. The Property Owners' Association shall be solely responsible for the maintenance of the subdivision roads and common areas.</p>
<p>(14) Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.</p>	<p>(13) Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.</p>
<p>(15) If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Hidden Hollows Property Owners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.</p>	<p>(14) If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Hidden Hollows Property Owners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.</p>
<p>(16) The Association, by a 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 deemed advisable by the Association.</p>	<p>(15) The Association, by a 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 deemed advisable by the Association.</p>
<p>(17) No lot may be subdivided into new lots of less than 20 acres.</p>	<p>(16) No lot may be subdivided into new Lots of less than 20 acres.</p>

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ARTICLE V GENERAL PROVISIONS	ARTICLE V GENERAL PROVISIONS
	<p>(1) Declarant reserves the right to plat any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).</p>
<p>(1) In the event that state, local government, and utility companies requires the installation of a public utility system within the area of which the subdivision is a part, the grantee or grantees, by the acceptance of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.</p>	<p>(2) In the event that state, local government, and utility companies, or Declarant, requires the installation of a public utility system within the area of which the subdivision is a part, the grantee or grantees, by the acceptance of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.</p>
<p>(2) 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 hereinafter imposed by the provision of this Declaration. Failure by the Association or by any owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.</p>	<p>(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 now or hereinafter imposed by the provision of this Declaration. Failure by the Declarant or Association or by any owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.</p>
	<p>(4) Additional property may be annexed to the Subdivision by the Declarant.</p>
	<p>(5) Declarant reserves the right to reasonably modify, change or waiver these covenants herein without the consent of any of the owners for a period of one year from the date of the sale of the last lot by Declarant from Hidden Hollows.</p>

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ARTICLE VI	ARTICLE VI
<p>(1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period 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 owners.</p>	<p>(1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period 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 owners.</p>
<p>(2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment or Court Order shall in no way affect other provisions, which shall remain in full force and effect.</p>	<p>(2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgement or Court Order shall in no way affect other provisions, which shall remain in full force and effect.</p>
<p>(3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.</p>	<p>(3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.</p>
<p>Need to revise the following signature page</p>	

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WITNESS THE FOLLOWING SIGNATURE AND SEAL of

who has caused this instrument to be executed this _____ day of _____ 2014 by:

STATE OF WEST VIRGINIA, COUNTY OF _____ TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by:

Notary Public Signature:

My Commission Expires:

This instrument was prepared by:

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WITNESS THE FOLLOWING SIGNATURE AND SEAL of Richard P. Shackelford, President, Melbourne Properties, Inc. who has caused this instrument to be executed this _____ day of _____, 2003.

By

**Richard P. Shackelford, President
Melbourne Properties, Inc.**

STATE OF WEST VIRGINIA
COUNTY OF _____, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Richard P. Shackelford, President of Melbourne Properties, Inc.

Notary Public Signature:

My Commission Expires:

This instrument was prepared by: Hoy G. Shingleton Jr., Law offices of Hoy Shingleton, L.C., 115 Aikens Center Suite 24, Martinsburg, West Virginia 25401-6210.