

576

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**HUNGARIAN MONT TABOR, INC.
REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

March 1, 2016

RECITALS

This Declaration is dated March 1, 2016 by HUNGARIAN MONT TABOR, INC., a West Virginia non-profit corporation (hereinafter referred to as "the Association") established to organize a property owners association, exercise the functions delineated below and assume all its duties, the costs of which will be covered by the assessments allowed hereunder, to govern real estate situate in Rock Gap District, Morgan County, West Virginia, described and shown on a plat of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Map Book 2 at page 113 and revised by plat of record in Map Book 4 at page 34A.

WHEREAS, as the subdivision is developed, the Association desires to provide for the preservation or enhancement of the property values, amenities and opportunities in HUNGARIAN MONT TABOR, INC. and for the maintenance of the properties and improvements thereon, and to this end desires to subject each lot therein, hereinafter the "Property," to the covenants, conditions, restrictions easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of HUNGARIAN MONT TABOR and each owner within the subdivision; and

WHEREAS, the Association has deemed it desirable, for the efficient preservation of the values and amenities in HUNGARIAN MONT TABOR, INC. to create an entity to which should be delegated and assigned the powers of maintaining the roads, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and promoting the health, safety and welfare of the property owners.

ARTICLE 1: DEFINITIONS

1. "Association" shall mean and refer to the HUNGARIAN MONT TABOR INC., its successors and assigns.
2. "Owner" or "Lot Owner" shall mean and refer to the Owner of record, whether one or more persons or entities of the fee simple title to any Lot that is part of the Property.
3. "Property" or "Properties" shall mean and refer to those certain sections of the subdivision that have been developed from the real estate referred to above.
4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of the property.
5. "Living Area" shall mean that portion of a dwelling house that is generally used for living and is heated and/or cooled; basement areas, garages and attics are not included.
6. Unless otherwise indicated, "improvements" shall mean an enhancement or the betterment of

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7. a Lot or right-of-way. "Maintenance" shall mean the preservation or continued upkeep of a Lot or right-of-way.
8. "Common property" or "Common Properties" shall mean the streets, roads, entranceways, and shall also include any area of the subdivision dedicated and set-aside for the use and enjoyment of all Lot Owners.

ARTICLE II: MEMBERSHIP IN THE ASSOCIATION

1. Every person or entity who is the record owner of a fee title in a Lot, and who is subject to assessment, either present or future, by the association pursuant to the provisions of the recorded restrictions and covenants for the subdivision, shall be a member of the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION.
2. An annual meeting of the association must be held. [Historical records indicate this meeting typically occurs during the summer months.] Members shall be given a minimum thirty (30) days of notice regarding the meeting time and location.
3. It shall be the responsibility of each Lot Owner to maintain a current address upon the books of the Association. Meeting notice will be deemed sufficient if sent to the last known address of the Lot Owner as shown on the books of the Association.

ARTICLE III: LOT ASSESSMENTS

1. Each "Lot Owner," upon acceptance of the deed at the time of conveyance, agrees to pay association assessments for the maintenance and improvements of the roads, common areas, and entrance to the subdivision, taxes and insurance on common areas and for such other expenses as may be approved by a majority of the Lot Owners present and voting at a regular or special meeting of the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION. The Board of Directors of the Association shall administer the assessments, review annually the current expenses, and fix the amount of the annual assessment, subject to the following provisions of this Article.
2. The Annual Assessment amount will be determined by the Board of Directors, based on the needs of the community. Annual assessments shall be due and payable no later than the annual meeting date each year. Annual assessments not paid within thirty (30) days from the due date shall be deemed delinquent and shall accrue interest on the unpaid portion of the assessment at the rate of 1.5% per month. The entire annual assessment shall be due and payable on or before the annual meeting each year.
3. Any assessment made pursuant to this article, plus late fees and interest from the date of the delinquency and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on the Lot until paid, and all Owners bind themselves, their heirs, and successors in title, to this assessment lien. By accepting a deed to the Lot, each Lot Owner agrees that the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION, or its agents or representatives, may, without notice to the Lot Owner, file a Notice of Lien for any such delinquent lot assessment in the Office of the Clerk of the County Commission of Morgan County, West Virginia, which notice shall be equivalent to, and have the same effect as, any judgment that could be rendered in any court in the county. Further, the HUNGARIAN

578

MONT TABOR PROPERTY OWNERS ASSOCIATION, or its agents or representatives, may take any legal action necessary and available to enforce and collect the delinquent lot assessment, any accrued interest and attorney's fees.

4. In addition to the Annual Assessments and subject to the other provisions of this Article, the Board of Directors of the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION may levy, in any year, a Special Assessment. Each Special Assessment shall be due and payable within the calendar year in which it is approved. The Special Assessment shall be fixed in advance by a resolution passed by a majority of the Board of Directors and a majority of the property owners attending a meeting or voting by proxy with 30 days' notice. Upon approval by the Board, each Lot Owner agrees that the Special Assessment shall constitute a lien upon the Lot until paid. If a Lot Owner shall be delinquent in the payment of a Special Assessment, the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION, its agents or representatives, may, without notice to the Lot Owner, file a Notice of Lien of the delinquent special assessment in the Office of the Clerk of the County Commission of Morgan County, West Virginia, which notice shall be equivalent to, and have the same effect as, any judgment that could be rendered in any court in the county. Further, the HUNGARIAN MONT TABOR PROPERTY OWNERS ASSOCIATION, or its agents or representatives, may take any legal action necessary and available to enforce and collect the delinquent lot assessment, any accrued interest and attorney's fees.
5. The lien created by unpaid assessments, whether Annual Assessments or Special Assessments, shall be expressly inferior and subordinate to any mortgage or deed of trust encumbering the Lot which lien appears of record at the time of the recordation of the Notice of Lien for the delinquent assessment lien. The assessments are, in addition, a personal liability of the Owners.
6. Each Lot Owner shall be responsible for any damage to any association property or the property of other property owners (e.g., destroying of speed bumps, knocking over a sign) or rights-of-way due to work performed by the Lot Owner, or any Lot Owner's workers, contractors, subcontractors, or agents. If the lot owner fails to correct such damage, the cost of repairing such damage shall become an assessment against the Lot, and may be enforced in the same manner, and to the same extent, as an Annual Assessment or a Special Assessment.
7. If membership dues are not current and paid in full at the time of the annual meeting, then the members relinquish their voting rights until said dues are paid to the Treasurer.

ARTICLE IV: Covenants, Restrictions, and Conditions

1. **Subdivision and Use:** No Lot shall be further subdivided. Lots shall be used only for single-family residential and/or recreational purposes.

All wells and septic systems used in the subdivision must be approved by the Morgan County Health Department, the West Virginia Department of Health and other appropriate state and government agencies designated to approve such systems.

All of the Property shall be used for recreational or residential purposes. No commercial structure or commercial activity of any type or nature shall be permitted which could

adversely impact on the aesthetics of the subdivision or which would result in the substantial increased use of the streets and roads of the subdivision. This paragraph shall be construed to permit a Lot Owner to engage in a home-based business provided that the business creates no adverse impact on the subdivision aesthetically or to the Association financially.

In addition, the corporation, its successors and assigns, shall not drill for oil or gas wells on recreational grounds and on any lot or part of lot conveyed.

2. **Size of Residence:** Residences shall have a finished living area of not less than nine hundred (900) square feet. Any exception to this must be approved in writing by a majority of the Board.
3. **Easement Area:** No Lot Owner shall erect or allow the erection of any structure within any easement area or otherwise obstruct access to any easement area unless with written Board approval. Easement areas are delineated in the plats.
4. **Utility Services:** Any new construction shall be serviced by underground electricity and a private well and septic system. All septic systems shall be constructed and/or installed to conform to the regulations of the West Virginia Department of Health, the Morgan County Department of Health and all other governing agencies of the State and County.
5. **Exterior Construction:** Exterior construction must be completed and closed within eighteen (18) months from the commencement of construction. No building of a temporary nature shall be erected or placed on any of the Lots except those customarily erected in connection with building construction operations. Any outbuilding placed upon any lot must conform generally in appearance and material to any dwelling on the Lot.
6. **Garages:** A garage, either attached to or detached from the residence, may be constructed on a Lot. However, no garage or other outbuilding shall be constructed prior to the completion of construction of the residence. Such construction may occur concurrently.
7. **Driveways:** Unless otherwise approved by the Board, culverts of sufficient size shall be installed by each Lot Owner, at the Lot Owner's expense, to provide adequate drainage for the driveways of a Lot; provided, however, that no Lot Owner shall interfere with the drainage of surface water from or to a Lot that would be, in any way, detrimental to any other Lot or the roads of the subdivision.
8. **Construction Debris:** During construction, Lots shall be kept free and clear of unnecessary and unsightly debris. All trash, rubbish, and debris shall be cleaned on a reasonable, periodic basis during construction, and all trash, rubbish, and debris shall be promptly removed from the Lot after construction is completed. Existing storm water runoff drainage patterns for each Lot shall be protected at all times during construction. During construction, reasonable measures shall be taken to prevent erosion by wind and water.
9. **Maintenance of Property:** It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds upon a Lot that shall tend to decrease the beauty of the Property as a whole, or the beauty of the specific area.

580

Each Lot Owner shall maintain, repair and restore, as necessary, the exterior of any buildings, or other improvements erected on any Lot owned by the Lot Owner. Each Lot Owner likewise agrees to repair and restore to its prior condition, within thirty (30) days, any part of a subdivision road damaged by the equipment of such Lot Owner or his agents, employees or contractors in route to or from the Lot of the Lot Owner. All Lots, improved and unimproved, must be maintained by the Lot Owner in a neat and orderly condition at all times. Grass and lawns, if any, must be maintained to a height of no more than eight (8) inches.

No garbage, refuse, trash, inoperative vehicle, or other debris shall be permitted to accumulate or remain on any Lot. Additionally, closed, sanitary refuse containers, fuel storage tanks, and garden equipment and supplies should not be stored in front of homes, facing the main road.

Naturally occurring dead falls should only have to be cleared from a property if they hit the road. In such instances, anyone is able to remove them to promote safe use of the roadways.

In the event any Lot Owner shall fail to discharge the aforesaid responsibilities, the Association will notify the property owner of the offense, giving them a timeframe to correct the violation. The timeframe will be dependent on the offense and be determined by a majority of the Board. If the Lot Owner fails to comply, the Association shall have the right to enter upon the Lot and perform the necessary maintenance, repairs, and restoration, or to remove any offending material or objects. Such action shall not be deemed a trespass, and the cost of the same shall be deemed an Optional User Fee, collectible in the same manner as an Annual or Special Assessment under Article III above.

10. **Trash and Garbage:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers, which shall be maintained in a neat, clean and sanitary condition and disposed of in a timely manner. All Lots shall be free and clear of trash and rubbish at all times and shall be kept in an attractive manner. Dumping of garbage or refuse on common grounds, including the area surrounding and including the lake, is prohibited.
11. **Trailers, Mobile Homes, etc.:** No trailer, single-wide or double-wide mobile home, or similar-type structures shall be permitted in the subdivision. Nothing herein shall be construed to preclude the erection of a modular home provided the plans for such modular home meet all other requirements of this declaration and any amendments thereto. No tent, shack, barn or other type of outbuildings shall at any time be constructed on any Lot or used as a residence, either temporarily or permanently. (This does not include recreational camping on private lots or common grounds.)
12. **Vehicles:** The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.

No dump trucks, heavy-duty trucks, tractor-trailer type trucks or similar vehicles, and no construction machinery shall be placed, parked, stored, or permitted to remain upon any Lot or street, visible from the neighborhood roads, except during the construction or repair of a residence. Furthermore, no truck, bus, inoperative, unlicensed, junk or unsightly vehicle of any type may be left or abandoned on any Lot.

13. **Signs:** No sign of any kind larger than 10 square feet shall be displayed on any lot, except temporary signs in connection with the construction, lease, or sale of residences or Lots, as well as street names and directional signs.
14. **Firearms:** The discharge of firearms and the use of bows for hunting or target shooting are strictly prohibited within the subdivision.
15. **Animals:** Except as hereinafter allowed, no animals shall be kept on any Lot except for those animals traditionally considered to be household pets, and then only in reasonable numbers and for no commercial purposes. Pets must be kept in such a manner as to avoid being or becoming a nuisance or threat to other Lot Owners and their guests.

The keeping, commercial breeding or caring of any animals for remuneration, including domestic animals such as dogs, cats, or other traditional household pets, or the maintaining of a kennel, shall be considered a commercial use of the Lot and is prohibited under this Section. No outside animal pens, runs, or yards shall be permitted on any Lot. Nothing herein shall be construed to prevent a lot owner from erecting a fence for designating lot boundaries, the containment of a reasonable number of normal household pets, providing security for swimming pools, or any other use approved in advance by a majority of the board of directors.

16. **Nuisances:** No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon reasonably tending to cause embarrassment, discomfort, annoyance, or a nuisance to the Property. There shall not be maintained upon any Lot any plant, animal, device or thing of any sort, the normal activities of which is any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Property. Specifically included under this Section is the prohibition against any livestock, swine, or poultry being kept on any Lot or within the improvements on any Lot. The keeping of any non-domestic animal and/or non-traditional household pets shall be deemed a nuisance per se under this Section; but the keeping of domestic cats and dogs, or other traditional household pets shall not be prohibited under this Section, provided the activity of keeping such pets creates no noxious, dangerous, unsightly, or unpleasant conditions.
17. **Exterior Burning:** The use of open fire is regulated by the state and/or local County Fire Board, which requires that all controlled fires be attended to at all times and cannot be unattended until fully extinguished.
18. **Tree Cutting:** The property defined herein was developed within mature forested areas and it is the intention of the Association that such areas remain wooded to the extent possible and still maintain the usefulness of each Lot. Therefore, the cutting of trees is permitted only as necessary for the construction of a residence and attendant buildings, yards and gardens, or for the purpose of removing dead or diseased trees. Lots may never be completely cleared of all trees.
19. **Rental:** Current homeowners are permitted to lease their homes for short- and long-term contracts for a renewable, annual permit fee, payable to the Association, as long as they own the property. These rights terminate upon the sale or transfer of said property. No new

construction may be rented either for the short-or long-term.

Long-term rentals are defined as a minimum of 12 months and for non-transient residents. Long-term renters receive full use of the community's recreational areas (i.e., lake). Short-term rentals are defined as anything less than for a 12-month period. Short-term renters are limited to the use of the rented property only (i.e., home) and the grounds on which that property is situated; in other words, short-term renters are prohibited from using the community lake in any way.

All renters must be properly vetted and screened by a third-party/agency whose primary income producing activity is short-term rentals. Renters must also be advised by the rental agencies or persons acting as rental agents of our community norms, regulations, noise restrictions, etc. as a matter of course and should assure that a renter is held accountable for respecting our covenants.

The leasing of a residence shall not relieve the Lot Owner from the duty to pay all Annual Assessments, Special Assessments, and Optional User Fees (e.g., Beach House access) as provided herein and to assure that the use of the Lot is consistent with the terms and provisions of this declaration. In the event a tenant fails to comply with any terms and provisions of this declaration, in addition to all other remedies it may have, the Association, or any Lot Owner, may notify the Lot Owner of leased residence of any such violation and demand that it be remedied within thirty (30) days after such notice. If such violation is not remedied within the thirty (30) day period, then the Lot Owner shall immediately thereafter, at the cost and expense of the Lot Owner, institute and diligently prosecute any eviction action against the tenant on account of such violation. In the event the Lot Owner fails to fulfill the foregoing obligation in a reasonable time and manner, then any other Lot Owner, or the Association shall have the right, but not the duty or obligation, to institute and prosecute such action.

20. **Common Grounds:** The property defined herein has been dedicated, either by plat or deed, to the common use and enjoyment of all Lot Owners. Each Lot Owner in good standing shall have the right to use such recreational areas, but it shall be the responsibility of each such user to maintain the area and to police the area after each use. No use shall be made of any recreational areas that would violate any of these restrictive covenants particularly Paragraph 16 above. These Common Grounds cannot be sold, subdivided or developed, including but not limited to commercial, horticultural, and agricultural use, by the Association.
21. **Visitors:** Any person visiting the premises who is outside the immediate family of the owner(s) is regarded as a guest. Guests must observe the covenants and regulations set forth herein.

GENERAL PROVISIONS

1. **Binding Covenants:** These covenants, conditions, and restrictions shall be considered as running with the land and shall be binding upon all Lots in this subdivision and upon all persons owning those Lots.
2. **Invalidation:** The invalidation of any part of these covenants, conditions, and restrictions shall not affect the remainder, and all remaining provisions shall remain in full force and

effect and, insofar as any covenant, condition, or restriction shall be later determined to be invalid, said covenant, condition, and restriction is hereby amended to conform to the requirements of the law.

3. **Amendment:** The covenants, conditions and restrictions in this declaration may not be amended for a period of five (5) years from the date of the recordation of the declaration. Alternatively, this declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Morgan County, West Virginia. Such document must be executed and acknowledged by the Board of Directors of the Association following the assent and approval thereof by the majority of the Lot Owners present and voting, in person or by proxy, at a meeting duly called after proper notice for such purpose. If not amended, the covenants, conditions and restrictions in this declaration shall continue in full force and effect.