

BY-LAWS
OF
ORCHARD VIEW ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

Article 1

Principal Office

The principal office or place of business shall be at 2 Alt Avenue, Petersburg, West Virginia 26847, or at any other location which may be selected by the Board of Directors, and the Association may also have offices at such other places as the Board of Directors may from time to time determine or the business of the Association may require.

Article II

Meetings

Section 1. Place of Meeting. Any and all meetings of the members, and of the Board of Directors, of this Association shall be held at the Association's principal office or at such other places within Grant County, West Virginia, as the Board of Directors may select.

Section 2. Annual meeting of members. After the year 2001, an annual meeting of the members shall be held in each year on the Saturday after Thanksgiving, at 11:00 A.M., one of the purposes of which shall be the election of a Board of Directors.

Section 3. Notice of annual meeting of members. At least ten (10) days prior to the date fixed by Section 2 of this Article for the holding of the annual meeting of

members, written notice of the time, place and purposes of such meeting shall be mailed, as hereinafter provided, to each member entitled to vote at such meeting.

Section 4. **Delayed annual meeting.** If, for any reason, the annual meeting of the members shall not be held on the day hereinbefore designated, such meeting may be called and held as a special meeting, and the same proceedings may be had thereat as at an annual meeting; provided, however, that the notice of such meeting shall be the same herein required for the annual meeting, namely, not less than a ten-day notice.

Section 5. **Order of business at annual meeting.** The order of business at the annual meeting of the members shall be as follows:

- a) Roll call,
- b) Reading notice and proof of mailing,
- c) Reading of minutes of last preceding meeting,
- d) Report of President,
- e) Report of Secretary,
- f) Report of Treasurer,
- g) Election of Directors,
- h) Transaction of other business, and,
- i) Adjournment

provided that, in the absence of any objection, the presiding officer may vary the order of business at his discretion.

Section 6. **Special meetings of members.** A special meeting of the members may be called at any time by the President, by a majority of the Board of Directors, or by twenty-five percent (25%) of the membership. The method by which such meeting may

effective notice by mail or otherwise, of the time, place and purpose thereof to each Director as the President or Director calling the meeting in his discretion shall deem sufficient, but action taken at any such meeting shall not be invalidated, for want of notice if such notice shall be waived as hereinafter provided.

Section 11. Notices and mailing. All written notices given pursuant to any provision of these by-laws shall state the authority pursuant to which they are issued, (as, "by order of the President", or "by order of the Board of Directors" as the case may be) and shall bear the written, stamped, typewritten or printed signature of the Secretary. Every written notice shall be deemed duly served when the same has been deposited in the United States Mail, with postage fully prepaid, plainly addressed to the sendee at his, her or its last address appearing upon the membership record of this Association.

Section 12. Waiver of notice. Notice of this time, place and purpose of any meeting of the members or of the Board of Directors, may be waived by telegram, radiogram, cablegram, or other writing, or in person or by telephone, either before or after such meeting has been held, or by appropriate action or agreement of the members or Directors at such meeting.

Section 13. Any number less than a quorum present may adjourn any members' or Directors' meeting to a later hour or date or dates until a quorum is present.

ARTICLE III

Quorum

Section 1. Quorum of members. Presence in person or by proxy of members representing fifty percent (50%) of the total voting membership, or a majority of the

be called is as follows: Upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the President, or by a majority of the Board of Directors, the Secretary shall prepare, sign and mail the notices requisite to such meeting. Such notice may be signed by stamped, typewritten or printed signature of the Secretary.

Section 7. Notice of special meeting of members. At least three (3) days prior to the date fixed for the holding of any special meeting of members, written notice of the time, place and purposes of such meeting shall be mailed, as hereinafter provided, to each member entitled to vote at such meeting. No business not mentioned in the notice shall be transacted at such meeting.

Section 8. Organization meeting of Board. At the place of holding the annual meeting of members and immediately following the same, the Board of Directors as constituted upon final adjournment, of such annual meeting shall convene for the purpose of electing officers and transacting any other business properly brought before it, provided, that the organization meeting in any year may be held at a different time and place than that herein provided, by consent of a majority of the Directors of such new Board.

Section 9. Regular meetings of Board. Regular meetings of the Board of Directors shall be held not less frequently than four times in each year at such time and place as the Board of Directors shall from time to time determine. No notice of regular meetings of the Board shall be required.

Section 10. Special meetings of Board. Special meetings of the Board of Directors may be called by the President or any Director at any time by means of such

voting members of this Corporation, whichever is less, shall constitute a quorum at any meeting of the members.

Section 2. Quorum of Directors. One-third (1/3) of the Directors shall constitute a quorum.

ARTICLE IV

Organization and Membership

Section 1. This Association is not organized for profit and no part of its earnings will inure to the benefit of any member or private individual.

Section 2. 1) The membership of this Association shall be composed of the owners of lots in Orchard View Estates Subdivision, and subject to the following conditions:

- a) Voting members shall be composed of all members owning lots.
- b) Membership shall be governed by lot ownership only, and not be subject to approval by any Board or of other members.
- c) All members entitled to vote may vote in person or by proxy.
- d) No member may be expelled nor have his right to vote cancelled by any act of the Association, its members, officers or directors.

2) Each owner of one lot in Orchard View Estates shall be a member of the Association, and if one person owns more than one lot he shall be treated as owning as many memberships in this Association as he owns lots in said Subdivision and may have one vote for each lot owned.

3) For all purposes of voting, James M. Cookman and Gerald R. Sites shall be entitled to three votes for each lot they jointly own in said subdivision.

4) The person constituting the owner of a lot shall be the beneficial owner thereof and if legal title to any lot or lots be vested in a trustee, the owner of the equitable title shall be the owner and member of this Association unless the trust instrument expressly provides otherwise.

5) Each membership shall be held by the owner of a lot, shall be terminated when such ownership ceases, and shall pass automatically with the ownership of each lot, whether ownership passes by deed, will, inheritance or otherwise.

ARTICLE V

Voting, Elections and Proxies

Section 1. Who's entitled to vote. Each member of the Association entitled to vote shall, at every meeting of the members, be entitled to one (1) vote for each lot owned, except as authorized in Article IV, Section 2(3), which vote may be cast in person or by proxy upon each subject properly submitted to vote. Voting may not be cumulative. If a lot is owned by two or more persons, the vote of such members shall be cast according to the wishes of the majority of such persons, but may be cast by any one or more of them present at the meeting, and any vote cast by the one or those present shall be the vote of all such co-owners.

Section 2. Proxies. No proxy shall be deemed operative unless and until signed by the member and filed with the Association. A proxy shall not be valid beyond eleven (11) months from the date thereof and shall not be binding on a purchaser from the grantor of the proxy.

Section 3. Vote by member corporation. Any corporation entitled to vote at meetings of the members may vote by the President or other officer of such member

corporation, or by proxy appointed by such corporation to act for such corporation, unless some other person shall be appointed to vote by resolution of the Board of Directors of such member corporation.

Section 4. Inspectors. Whenever any person entitled to vote at a meeting of the members shall request the appointment of inspectors, a majority of the members present at such meeting and entitled to vote thereat shall appoint not more than three (3) inspectors, who need not be members. If the right of any person to vote at such meeting shall be challenged, the inspector shall determine such right. The inspectors shall receive and count the votes either upon an election or for the decision of any question and shall determine the result. Their certificate of any vote shall be prima facie evidence thereof.

ARTICLE VI

Board of Directors

Section 1. Number and terms of directors. The business, property and affairs of this Association shall be managed by a Board of Directors composed of not less than two (2) nor more than five (5) persons, each of which persons may or may not be a member of this Association. The Directors shall be elected at the annual meeting, or, if not then, at a special meeting and shall serve until their successors have been duly elected. Such directors shall serve without compensation.

At the initial election of the Board of Directors, the first two directors elected shall serve one year terms. The remaining directors elected at the initial meeting shall serve two year terms. All Board of Directors subsequently elected shall serve two year terms.

Section 2. Vacancies. Vacancies in the Board of Directors shall be filled by appointment made by the remaining directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by the members, who may make such election at their next annual meeting or at any special meeting duly called for that purpose and held prior thereto.

Section 3. Action by unanimous written consent. If and when the Directors shall severally or collectively consent in writing to any action to be taken by the Association, such action shall be as valid Association action as though it had been authorized at a meeting of the Board of Directors.

Section 4. Power to elect officers. The Board of Directors shall select a President, a Vice President, a Secretary and a Treasurer. No officers except the President need be a member of the Board.

Section 5. Power to appoint other officers and agents. The Board of Directors shall have power to appoint such other officers and agents as the Board may deem necessary for transaction of the business of the Corporation.

Section 6. Removal of officers and agents. Any officer or agent may be removed by the Board of Directors whenever in the judgment of the Board the business interests of the Association will be served thereby.

Section 7. Power to fill vacancies. The Board shall have power to fill any vacancy in any office occurring from any reason whatsoever.

Section 8. Delegation of powers. For any reasons deemed sufficient by the Board of Directors, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or director, but no

officer or director shall execute, acknowledge or verify any instrument in more than one capacity.

Section 9. Power to appoint executive committee. The Board of Directors shall have power to appoint by resolution an executive committee composed of two or more Directors who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of the Association between meetings of the Board.

Section 10. Power to require bonds. The Board of Directors may require any officer or agent to file with the corporation a satisfactory bond conditioned for faithful performance of his duties.

Section 11. Compensation. The compensation of officers and agents may be fixed by the Board.

ARTICLE VII

Dues and Assessments

Section 1. Determination of dues. The Directors shall at their regular meeting determine what dues shall be payable into the Association for the furtherance of the purpose of the Association. Such dues may be increased or decreased from time to time by the directors, and shall always be sufficient to properly maintain and operate roads, trails and surface draining systems under the control of the Association and to manage the common property.

Section 2. Special assessments. Special assessments for road or surface water drainage purposes (for either capital expenditures or operating expenses), Gypsy moth control or for such other purposes relating to the maintenance or betterment of the

Association may from time to time be levied against the members by the Board of Directors. Any such special assessments shall be payable at the time or times and in the manner fixed by the Board and shall be equally prorated among all members, on the basis of a flat rate per member, treating members who own more than one lot as a separate member for each lot owned so that each lot bears an equal share of each such assessment.

Section 3. Collections and liens. The amount of any dues or assessments due and payable may be collected by action in the name of the Association from any person who on the due date thereof is, alone or with another person, or other persons, the owner of that lot against which the same is assessed. As a further remedy, the Association shall have a lien against each lot for all dues or assessments payable to the Association, by the present or former owner or owners thereof, attributable to the ownership of such lot, upon, and only upon, recordation of notice thereof in the office of the Clerk of the County Court of Grant County, West Virginia, as the case may be. Such lien so created by recordation shall constitute a lien for the full amount of all such unpaid dues or assessments and shall become effective as a lien upon the date of such recordation. Each person becoming the owner of a lot, and thus becoming a member of this Association, agrees that each such lien provided for in this by-law shall be as effective, and have the same effect and priority as a duly obtained judgment lien against the owner of the lot on the date such lien is recorded; provided, however, that if any premises subject to the lien hereof shall become subject to the lien of mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof except that the lien hereof for the said charges as shall

have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu of grantee taking title free of the lien hereof for all charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Section 4. As to all lots owned jointly by James M. Cookman and Gerald R. Sites in said subdivision, same shall be and are exempt from road maintenance dues and assessments.

ARTICLE VIII

Maintenance

The Association shall properly maintain all, roads, and surface water drainage systems serving Orchard View Estates.

ARTICLE IX

Ownership of Assets

All assets that these by-laws and the Articles authorize the Association to acquire, shall be taken and owned by the Association, and any leases or other arrangement shall be permitted.

ARTICLE X

Amendments

The Articles and these by-laws may be amended at any regular meeting of the members or at any special meeting of the members at which a quorum is present or represented, provided notice of the proposed amendment be contained in the notice of

such special meeting, by a two-thirds (2/3) vote of the entire membership entitled to vote at such meeting.

ARTICLE XI

The Association, James M. Cookman and Gerald R. Sites, or Members, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter imposed by the provisions of these Articles and any subsequent by-laws. Failure by the Association, James M. Cookman and Gerald R. Sites, or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ORCHARD VIEW ESTATES
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
PHASE 2**

Known all men by these presents:

That the undersigned, Orchard View Estates, L.L.C., James M. Cookman and Gerald R. Sites, Members-Managers, hereinafter referred to as "Declarant", do hereby make and declare the following protective covenants, conditions and restrictions for a subdivision to be known as Orchard View Estates, Phase 2, containing Lots No. 33 through 50, inclusive, lying and situate in Milroy District, Grant County, West Virginia, as being more fully described on the plat of survey prepared by Mark C. Geary, P.S. No. 1523, to be recorded in the Clerk's Office of the County Commission of Grant County, West Virginia, to which reference is hereby made. This being a portion of the real estate that was conveyed to Orchard View Estates, L.L.C. by Bruce E. Hyre and Helen C. Hyre by deed dated August 31, 2001, and of record in the Grant County Clerk's Office in Deed Book 212 at page 716.

It is the purpose of Declarant in creating Orchard View Estates to provide for the permanent protection of the land, its use, value and the preservation of the natural character and beauty of the landscape. To this end, it is hereby declared that all lots, except as herein provided, shall be subject to the following covenants, restrictions, conditions and easements which shall run with the land and shall be binding upon all subsequent owners of said lots.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Orchard View Estates Property Owners Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee title to any lot which is a part of the property.

3. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any numbered or lettered plat of land shown upon any recorded subdivision plat of the property.

5. "Declarant" shall mean and refer to James M. Cookman and Gerald R. Sites, their successors and assigns.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. A nonstock property owners association has been created and is known as Orchard View Estates Property Owners Association, Inc., a West Virginia Corporation, which has one membership and one vote for each lot, and this property owners association shall establish a reasonable assessment for necessary expenses relative to a development of this type and nature which shall initially not exceed \$200.00 per lot per year. Lots in Orchard View Estates not yet sold or conveyed by Declarant are exempt from any assessment for maintenance fees. Lots in Orchard View Estates that adjoin only a State maintained road are exempt from the payment of road maintenance fees or assessments.

2. Upon acquiring title to a lot, each owner becomes a member of the property owners association and is bound by the articles and by-laws of said property owners association.

3. For all purposes of voting, Declarant shall be entitled to three votes for each lot owned by Declarant in said Subdivision.

ARTICLE III - USE RESTRICTIONS AND EASEMENTS

1. Only private single family dwellings or recreational residences designed for single family occupancy shall be placed or constructed on any lot. Said premises shall not be used for any commercial use or purpose other than private recreational

5. All dwellings, residences, or other structures shall be set back from the surveyed center line of the roadway a distance of at least 75 feet and shall be set back from all other lot boundary lines a distance of at least 25 feet. No part of these covenants and restrictions shall be construed in any manner to prevent the use of one building site on two or more lots, or the use of a construction site on two or more lots so long as Declarant his heirs, successors or assigns release the necessary easement.

6. Proper maintenance of the exterior of all dwellings, residences and structures is mandatory. Any dwelling, residence or structure which suffers apparent exterior damage due to wind, fire, neglect or other cause shall be repaired or removed within sixty (60) days.

7. All septic tanks, drain fields, toilets, sewage and waste disposal systems installed or constructed on said lots shall conform to the regulations of the West Virginia State Health Department. In addition, use of said lot or activities conducted upon said lot shall not pollute or cause waste water to contaminate or flow in to any spring, lake, pond, river, drain, or stream crossing such property or situate near such property.

8. All construction waste material must be removed from property within one month of completion of any dwelling, residence or structure. All waste material and debris remaining on the ground or any portion of the property shall be collected and disposed of properly.

9. Mobile homes, single wide trailers, and a mobile/manufactured home will not be allowed on lots within Orchard View Estates. Modular unit homes which are factory built and transported in sections or modulars that have no chassis, no wheels and no towing hitch or tongue and constructed according to BOCA or CABO code and designed with a minimum roof pitch of 4 - 12 shall be permitted to be placed and erected on the lots within Orchard View Estates. The modular home permitted to be

residential purposes, except as follows: The private dwelling or residence may be rented, also a home occupation or business office shall be permitted. Only the persons actually residing in the dwelling in which the home occupation or business is situated may conduct an occupation or business in said residence or dwelling. No more than two employees, in addition to resident family members, shall be allowed. Described home occupation or business must be an integral part of the dwelling house.

2. All one story dwellings and residences shall have a minimum living space on the first floor of not less than 1,100 square feet and all two story dwellings and residences shall have a minimum living space on the first floor of not less than 900 square feet and a total of not less than 1,400 square feet on all floors. The aforesaid square footage requirement for one story and two story dwellings are exclusive of basement, porches, decks, garages, carports or any like structures connected with the residence or dwelling. Only buildings, structures, dwellings or residences which conform with the natural setting will be allowed within the subdivision. Separate structures, such as garages or storage buildings, must generally conform with the appearances and material structure of the residence or dwelling erected on said lot.

3. Before construction begins on any residence or dwelling, owner shall install an appropriate driveway or entrance to the lot. Such entrance shall include the installation of a culvert in the drainage ditch (there is no culvert required if there is no drainage ditch) of at least 15" in diameter and of a 20' minimum length to allow for proper drainage.

4. Within one year of construction commencement on a dwelling, residence or other structure, the exterior of said dwelling, residence or other structure must be completed. Exceptions will only be allowed when completion is impossible or would cause severe hardship for builder or purchaser as a result of fires, natural disasters, strikes or national emergencies.

constructed on the lots shall be placed upon a permanent concrete block or poured wall foundation and shall be designed and engineered to withstand delivery in segments.

10. Boundary line changes or subdivision of any lots shall not be permitted, except as hereinafter provided. However, Declarant reserves the right to resurvey, replat, re-subdivide, or make new division lines on any and all unsold lots.

Provided, however, that lot owners shall not be permitted to subdivide lots even though such original lot might exceed an area of two acres or more.

11. Nothing herein is to be construed to prevent Declarant from amending or placing further provisions or covenants or easements on any lots which have not been conveyed by Declarant.

12. Swine, chickens and turkeys shall not be permitted to be kept or maintained upon any tract within Orchard View Estates; however, domestic animals such as cats and dogs are allowed as long as they are not a nuisance or danger to others. All domestic animals must be confined to their owner's lot, unless on a leash.

13. Uninsured, unregistered, unlicensed or otherwise unusable vehicles of any kind shall not be permitted or stored on any lot unless it is garaged. No useless appliances or unsightly material of any kind shall be stored on any visible portion of any lot.

14. Only vehicles which are licensed may be used on the rights of way or roadways within the confines of Orchard View Estates. Motorized vehicles such as 4-wheelers, 3-wheelers, ATVs and go-carts are strictly prohibited from use on all subdivision roads and rights of ways; provided, however, golf carts and electric operated disability carts or similar vehicles for the disabled may be used as a means of transportation within and on the subdivision roads and right of ways.

15. Parking along any right of way, by lot owners or their guests, will not be permitted. Lot owners will provide adequate off-road parking for their own use and the use of their guests.

16. Trash or rubbish will not be allowed to accumulate on any tract and no tract will be maintained or used as a dumping ground for trash or rubbish. Lot owners shall keep trash, rubbish or garbage in sanitary containers until proper disposal. These containers will be kept in a clean condition and in a place which is as inconspicuous as possible.

17. No lot shall be used for an offensive or obnoxious purpose, nor shall any offensive trade be carried on upon any lot, nor shall any activity of any nature, including but not limited to, illegal or unlawful acts, whatsoever which may constitute a nuisance be conducted on any lot.

18. Declarant reserves unto himself, his heirs, successors and assigns, a 50' wide perpetual, alienable, and releasable easement over, upon, across and under each tract for the construction, maintenance, upkeep, repair and use of the roadways and rights of ways, the location or locations thereof are as shown on the plat of Orchard View Estates, recorded as aforesaid, in the Grant County Clerk's Office; that the aforesaid reservations grant Declarant such rights as necessary to construct ditches, drains, and install culverts on or off the right of way or roadway, as same might be necessary and required to properly maintain, repair and construct the right of way and roadway; that the use of said roadways and rights of ways shall be used in common by Declarant, individual lot owners, their respective heirs, successors and assigns, and which common use by Declarant will not be limited to the individual lot owners but is also excepted and reserved for full and unlimited use by Declarant, his respective heirs, successors and assigns for the development of private, residential, commercial and use

by Declarant of other developments and property now owned or hereinafter acquired by Declarant.

Specifically, Declarant grants and conveys unto the owner a non-exclusive perpetual easement for ingress and egress from their lot, over subdivision roads, using the most direct and convenient route to reach a public access road.

Declarant also reserves and excepts unto himself, his successors and assigns, a perpetual alienable, and releasable easement for the erection, maintenance, installation and use of electrical and telephone distribution poles, wires (above ground and underground), cables, conduits, anchors, guidewires, and other suitable equipment for the conveyance of electricity, CATV, and the use of telephone equipment, waterlines, sewer lines, surface water drainage ditches and/or drainage lines, or other public conveniences or utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within twenty-five (25) feet on all sides and rear property boundary lines of each lot. There is an easement of twenty-five (25) feet for any lot's property boundary line adjacent to a roadway or right of way which would commence where the roadway or right of way boundary ceases. Said easements as aforesaid would include locations for anchors and guide wires for poles as needed, even if extending beyond the above enumerated limits.

19. No building of a temporary nature shall be erected or placed on any lot. However, nothing shall be construed to prevent the owner from camping overnight using manufactured equipment such as tents, camper units and/or motor homes and may be used on a temporary basis only, not to exceed any 30 consecutive days of use. It is specifically set forth that campers, tents, motor homes and similar structures shall not be used or placed upon a lot for the purpose of a permanent residence.

20. All covenants, restrictions and affirmative obligations as set forth in this declaration shall run with the land and shall be binding on all parties and persons

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

The undersigned, Orchard View Estates, L.L.C. by James M. Cookman and Gerald R. Sites, Members-Managers, being duly sworn says as follows: That the within Protective Covenants, Conditions and Restrictions shall by reference be incorporated in and made a part of all deeds executed by James M. Cookman and Gerald R. Sites, Members-Managers for Orchard View Estates, L.L.C. its successors and assigns, for tracts of land designated and situate within Orchard View Estates, that same be and constitute covenants to run with said land.

ORCHARD VIEW ESTATES, L.L.C.

By _____
James M. Cookman, Member-Manager

By _____
Gerald R. Sites, Member-Manager

Taken, subscribed and sworn to before the undersigned authority this the ____
day of January, 2005.

My commission expires _____.

NOTARY PUBLIC

EXHIBIT "A"

Orchard View Estates, LLC

Lot Pricing

As of 12/01/2004

Lot #	Acres	Sq. Ft.	Price
1	2.05	89,298	SOLD
2	2.06	89,734	SOLD
3	2.07	90,169	SOLD
4	2.06	89,734	SOLD
5	2.06	89,734	SOLD
6	2.05	89,298	\$29,900
7	2.08	90,605	SOLD
8	2.08	90,605	SOLD
9	2.08	90,605	SOLD
10	2.08	90,605	SOLD
11	2.22	96,703	SOLD
12	2.02	87,991	SOLD
13	2.03	88,427	SOLD
14	6.77	294,901	SOLD
15	3.75	163,350	SOLD
16	2.20	95,832	SOLD
17	2.54	110,642	SOLD
18	2.34	101,930	SOLD
19	6.46	281,398	SOLD
20	2.04	88,862	\$29,900
21	2.04	88,862	\$29,900
22	2.04	88,862	\$29,900
23	2.07	90,169	\$26,600
24	3.63	158,123	\$36,600
25	3.11	135,472	\$31,700
26	3.08	134,165	SOLD
27	2.01	87,556	SOLD
28	2.08	90,605	SOLD
29	2.08	90,605	SOLD
30	6.05	263,538	SOLD
31	5.04	219,542	\$24,900
32	2.61	113,692	SOLD
33	2.12	92,347	SOLD
34	2.09	91,040	SOLD
35	2.14	93,218	\$34,900
36	2.84	123,710	\$54,900
37	3.25	141,570	SOLD
38	4.49	195,584	\$43,900
39	2.97	129,373	\$30,900
40	3.09	134,600	\$31,900
41	3.58	155,945	\$59,900
42	2.32	101,059	\$32,700
43	2.07	90,169	\$40,900
44	2.83	123,275	\$66,600
45	2.19	95,396	\$34,900
46	3.08	134,165	\$48,900
47	3.29	143,312	\$41,900
48	3.77	164,221	\$38,900
49	5.28	229,997	\$48,900
50	2.83	123,275	\$36,900

MASTER SURVEY PLAT

Prepared For
Orchard View Estates, LLC

Total Area 188.44 Acres +/-

Milroy District, Grant County, West Virginia

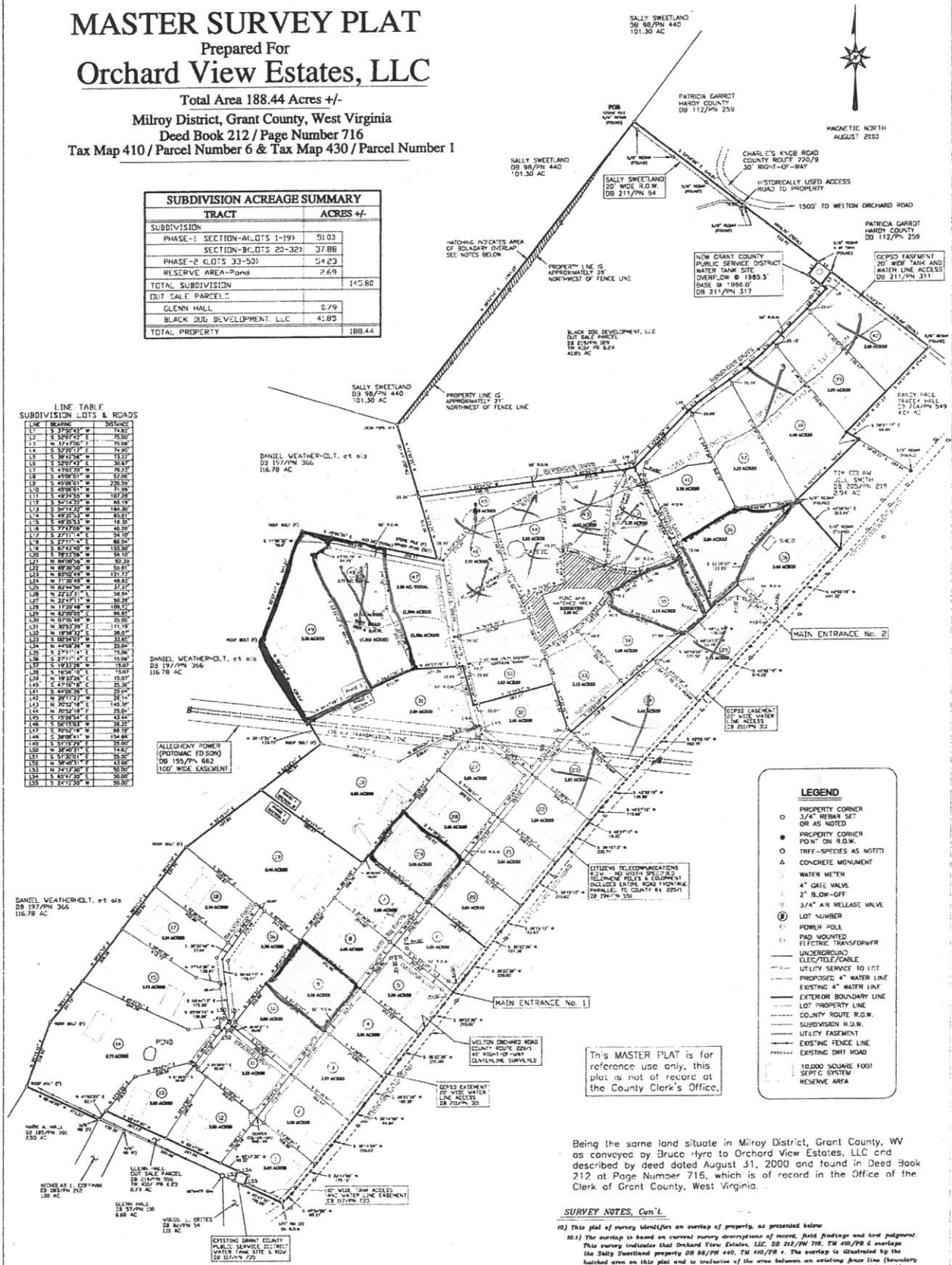
Deed Book 212 / Page Number 716

Tax Map 410 / Parcel Number 6 & Tax Map 430 / Parcel Number 1

SUBDIVISION ACREAGE SUMMARY		
TRACT		ACRES +/-
SUBDIVISION		
PHASE-1 SECTION-ALOTS 1-19	51.03	
SECTION-BLOTS 20-32	37.86	
PHASE-2 ALTS 33-53		
RESERVE AREA-POND	2.69	
TOTAL SUBDIVISION	142.80	
OUT SALE PARCELS		
GLENN HALL	0.79	
BLACK FOX DEVELOPMENT, LLC	41.85	
TOTAL PROPERTY	188.44	

LINE TABLE SUBDIVISION LOTS & ROADS

LINE	BEARING	DISTANCE
L1	S 37°52'42" E	74.83
L2	S 20°42'42" E	75.00
L3	N 37°47'06" W	75.00
L4	S 20°42'42" E	74.83
L5	S 37°52'42" E	74.83
L6	S 20°42'42" E	75.00
L7	S 37°52'42" E	74.83
L8	S 20°42'42" E	75.00
L9	S 37°52'42" E	74.83
L10	S 20°42'42" E	75.00
L11	S 37°52'42" E	74.83
L12	S 20°42'42" E	75.00
L13	S 37°52'42" E	74.83
L14	S 20°42'42" E	75.00
L15	S 37°52'42" E	74.83
L16	S 20°42'42" E	75.00
L17	S 37°52'42" E	74.83
L18	S 20°42'42" E	75.00
L19	S 37°52'42" E	74.83
L20	S 20°42'42" E	75.00
L21	S 37°52'42" E	74.83
L22	S 20°42'42" E	75.00
L23	S 37°52'42" E	74.83
L24	S 20°42'42" E	75.00
L25	S 37°52'42" E	74.83
L26	S 20°42'42" E	75.00
L27	S 37°52'42" E	74.83
L28	S 20°42'42" E	75.00
L29	S 37°52'42" E	74.83
L30	S 20°42'42" E	75.00
L31	S 37°52'42" E	74.83
L32	S 20°42'42" E	75.00
L33	S 37°52'42" E	74.83
L34	S 20°42'42" E	75.00
L35	S 37°52'42" E	74.83
L36	S 20°42'42" E	75.00
L37	S 37°52'42" E	74.83
L38	S 20°42'42" E	75.00
L39	S 37°52'42" E	74.83
L40	S 20°42'42" E	75.00
L41	S 37°52'42" E	74.83
L42	S 20°42'42" E	75.00
L43	S 37°52'42" E	74.83
L44	S 20°42'42" E	75.00
L45	S 37°52'42" E	74.83
L46	S 20°42'42" E	75.00
L47	S 37°52'42" E	74.83
L48	S 20°42'42" E	75.00
L49	S 37°52'42" E	74.83
L50	S 20°42'42" E	75.00
L51	S 37°52'42" E	74.83
L52	S 20°42'42" E	75.00
L53	S 37°52'42" E	74.83
L54	S 20°42'42" E	75.00
L55	S 37°52'42" E	74.83
L56	S 20°42'42" E	75.00
L57	S 37°52'42" E	74.83
L58	S 20°42'42" E	75.00
L59	S 37°52'42" E	74.83
L60	S 20°42'42" E	75.00
L61	S 37°52'42" E	74.83
L62	S 20°42'42" E	75.00
L63	S 37°52'42" E	74.83
L64	S 20°42'42" E	75.00
L65	S 37°52'42" E	74.83
L66	S 20°42'42" E	75.00
L67	S 37°52'42" E	74.83
L68	S 20°42'42" E	75.00
L69	S 37°52'42" E	74.83
L70	S 20°42'42" E	75.00
L71	S 37°52'42" E	74.83
L72	S 20°42'42" E	75.00
L73	S 37°52'42" E	74.83
L74	S 20°42'42" E	75.00
L75	S 37°52'42" E	74.83
L76	S 20°42'42" E	75.00
L77	S 37°52'42" E	74.83
L78	S 20°42'42" E	75.00
L79	S 37°52'42" E	74.83
L80	S 20°42'42" E	75.00
L81	S 37°52'42" E	74.83
L82	S 20°42'42" E	75.00
L83	S 37°52'42" E	74.83
L84	S 20°42'42" E	75.00
L85	S 37°52'42" E	74.83
L86	S 20°42'42" E	75.00
L87	S 37°52'42" E	74.83
L88	S 20°42'42" E	75.00
L89	S 37°52'42" E	74.83
L90	S 20°42'42" E	75.00
L91	S 37°52'42" E	74.83
L92	S 20°42'42" E	75.00
L93	S 37°52'42" E	74.83
L94	S 20°42'42" E	75.00
L95	S 37°52'42" E	74.83
L96	S 20°42'42" E	75.00
L97	S 37°52'42" E	74.83
L98	S 20°42'42" E	75.00
L99	S 37°52'42" E	74.83
L100	S 20°42'42" E	75.00



LEGEND

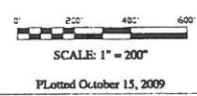
- PROPERTY CORNER 3/4" REBAR SET OR AS NOTED
- PROPERTY CORNER POINT ON R.O.W.
- △ TREE-SPECIES AS NOTED
- CONCRETE MONUMENT
- WATER METER
- 4" GATE VALVE
- 2" BLOW-OFF
- 3/4" A/R RELEASE VALVE
- LOT NUMBER
- POWER POLE
- PAD MOUNTED ELECTRIC TRANSFORMER
- UNDERGROUND ELECTRIC CABLE
- UTILITY SERVICE TO LOT
- PROPOSED 4" WATER LINE
- EXISTING 4" WATER LINE
- EXTERIOR BOUNDARY LINE
- LOT PROPERTY LINE
- COUNTY ROUTE R.O.W.
- SUBDIVISION R.O.W.
- UTILITY EASEMENT
- EXISTING FENCE LINE
- EXISTING DIRT ROAD
- 10,000 SQUARE FOOT SEPTIC SYSTEM RESERVE AREA

This MASTER PLAT is for reference use only, this plat is not of record at the County Clerk's Office.

Being the same land situate in Milroy District, Grant County, WV as conveyed by Bruce Hlyre to Orchard View Estates, LLC and described by deed dated August 31, 2000 and found in Deed Book 212 at Page Number 716, which is of record in the Office of the Clerk of Grant County, West Virginia.

- ### SURVEY NOTES
- 1) Declaration of Orchard View Estates Protective Covenants, Conditions and Restrictions are of record in the Office of the Clerk of Grant County, West Virginia.
 - 2) Lot corners are 3/4" x 3/4" Rebar unless otherwise noted.
 - 3) All lots have been surveyed to the center of subdivision road rights-of-way.
 - 4) All lot corners along the subdivision road right-of-way are referenced by a 3/4" Rebar set 25 feet from the center of the 50 foot road right-of-way, unless otherwise noted.
 - 5) All lot corners fronting on the County Route 220/3 road right-of-way are referenced by a 3/4" Rebar set 5 feet from the 40 foot road right-of-way (25 feet from center line).
 - 6) An easement of 25 feet is reserved on all sides and rear property boundary lines of each lot and also adjacent the 50 foot road right-of-way at the point of the lot.
 - 7) 10,000 square feet septic system reserve areas are shown on each lot and the limits of said areas shall be a minimum of 25 feet from the lot lines and road right-of-way.
 - 8) This survey is subject to leases, easements and/or rights-of-way of public record, and/or in existence and executed as unrecorded instruments.
 - 9) This survey was updated December 12, 2002.

- ### SURVEY NOTES, Con't.
- 10) This plat of survey identifies an overlap of property, as presented below.
 - 10.1) The overlap is based on current survey descriptions of record, field findings and lot judgment. This survey indicates that Orchard View Estates, LLC, DB 212/PN 716, TN 408/PN 6 overlaps the Sally Sweetland property DB 88/PN 440, TN 440/PN 4. The overlap is illustrated by the hatched area on this plat and is inclusive of the area between an existing fence line (boundary shown in DB 88/PN 440) and the property line established this survey, as defined by field located corner monuments.
 - 10.2) Evaluation of conducted deed research, field findings and an interview with the prior landowner of DB 212/PN 716 (Bruce Hlyre), provides support that the shown survey is the stronger representation of common boundary lines.
 - 10.3) There exists an earlier survey of record for the Sally Sweetland property found at DB 41/718 335. This earlier deed and survey conforms very closely to and supports the current survey presented herein, no evidence could be identified as to why the DB 88/PN 440 fence line survey was conducted.



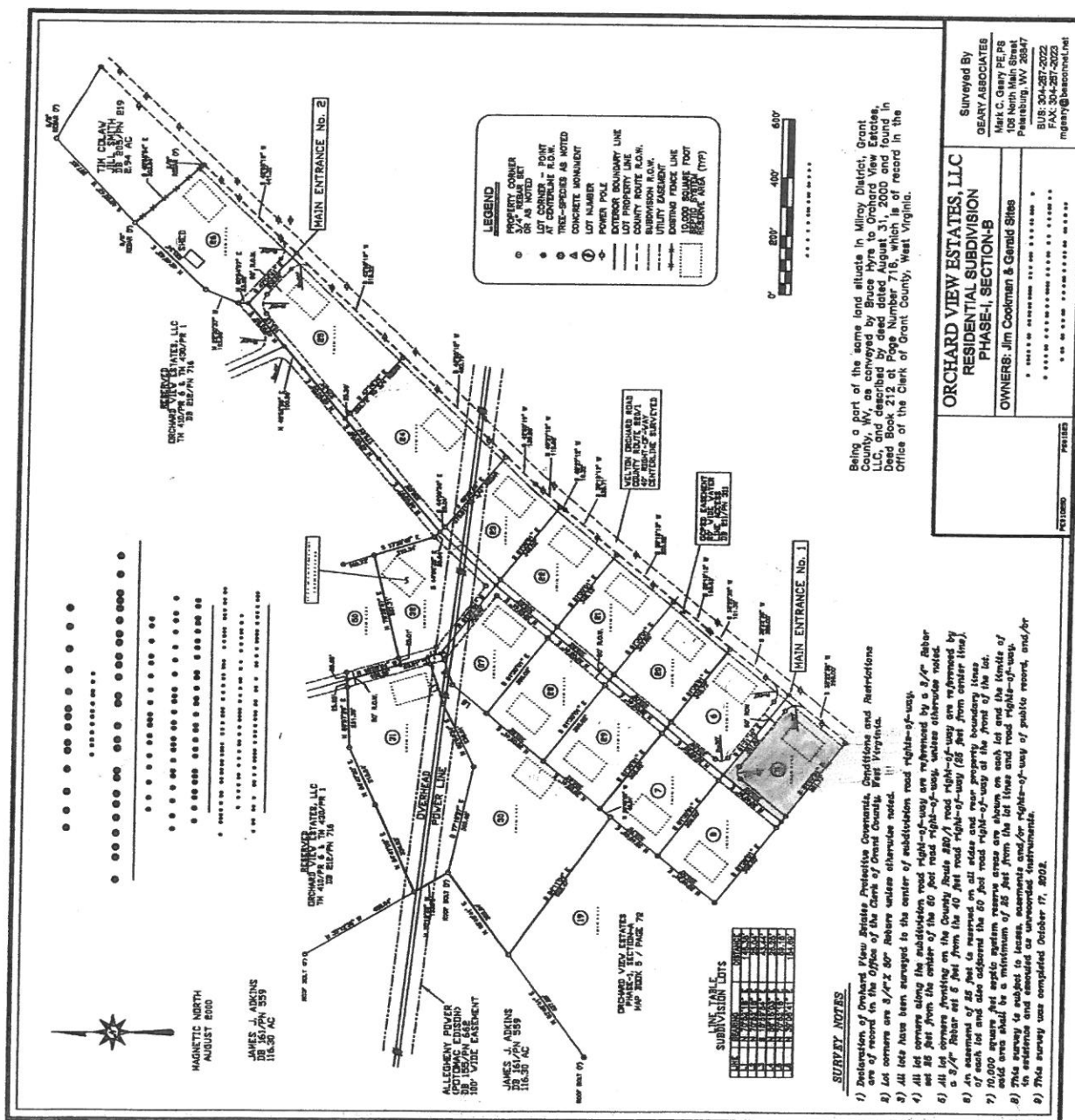
ORCHARD VIEW ESTATES, LLC
RESIDENTIAL SUBDIVISION
PHASE I, II & Residue
BOUNDARY & LOT LINES

Milroy District, Grant County, WV
Deed Book 212 / Page Number 716
P/O Tax Maps 410-6 & 430-1

Surveyed By
GEARY ASSOCIATES
Mark C. Geary P.E./P.S.
100 North Main Street
Petersburg, WV 25847
BUS: 304-257-2022
FAX: 304-257-2023
mgeary@gearyassoc.net

①

original



Being a part of the same land situated in Milroy District, Grant County, WV, as conveyed by Bruce Hyre to Orchard View Estates, LLC and described by deed dated August 31, 2000 and found in deed book Page Number 718, which is of record in the Office of the Clerk of Grant County, West Virginia.

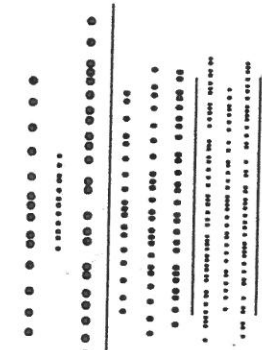
Surveyed By
GEARY ASSOCIATES
 Mark C. Geary PE PS
 108 North Main Street
 Pleasantburg, WV 25847
 BUR: 304-287-2022
 FAX: 304-287-2023
 mgeary@besconhml.net

ORCHARD VIEW ESTATES, LLC
 RESIDENTIAL SUBDIVISION
 PHASE-I, SECTION-B
 OWNERS: Jim Coolman & Gerald Shes

- SURVEY NOTES**
- 1) Declaration of Orchard View Estates, LLC, as conveyed by Bruce Hyre to Orchard View Estates, LLC and described by deed dated August 31, 2000 and found in deed book Page Number 718, which is of record in the Office of the Clerk of Grant County, West Virginia.
 - 2) Lot corners are 3/4" x 3/8" Rebar unless otherwise noted.
 - 3) All lots have been surveyed to the center of subdivision road rights-of-way.
 - 4) All lot corners along the subdivision road right-of-way are reinforced by a 3/4" Rebar set 25 feet from the center of the 60 foot road right-of-way, unless otherwise noted.
 - 5) All lot corners fronting on the County Road 280 right-of-way are reinforced by a 3/4" Rebar set 5 feet from the 40 foot road right-of-way from center line.
 - 6) An easement of 25 feet is reserved on all sides and rear property boundaries of each lot and also abutting the 60 foot road right-of-way at the front of the lot.
 - 7) 10,000 square foot septic system reserve areas are shown on each lot and the kinds of trees to be planted in these areas are shown on each lot and road right-of-way.
 - 8) This survey is a preliminary survey and/or rights-of-way of public record, and/or in existence and recorded as a preliminary survey.
 - 9) This survey was completed October 17, 2012.

SUBMISSION LOG

NO.	DATE	DESCRIPTION
1	10/17/12	Final Survey
2	10/17/12	Final Survey
3	10/17/12	Final Survey
4	10/17/12	Final Survey
5	10/17/12	Final Survey
6	10/17/12	Final Survey
7	10/17/12	Final Survey
8	10/17/12	Final Survey
9	10/17/12	Final Survey
10	10/17/12	Final Survey



JAMES J. ADKINS
 118.20 AC
 118.20 AC

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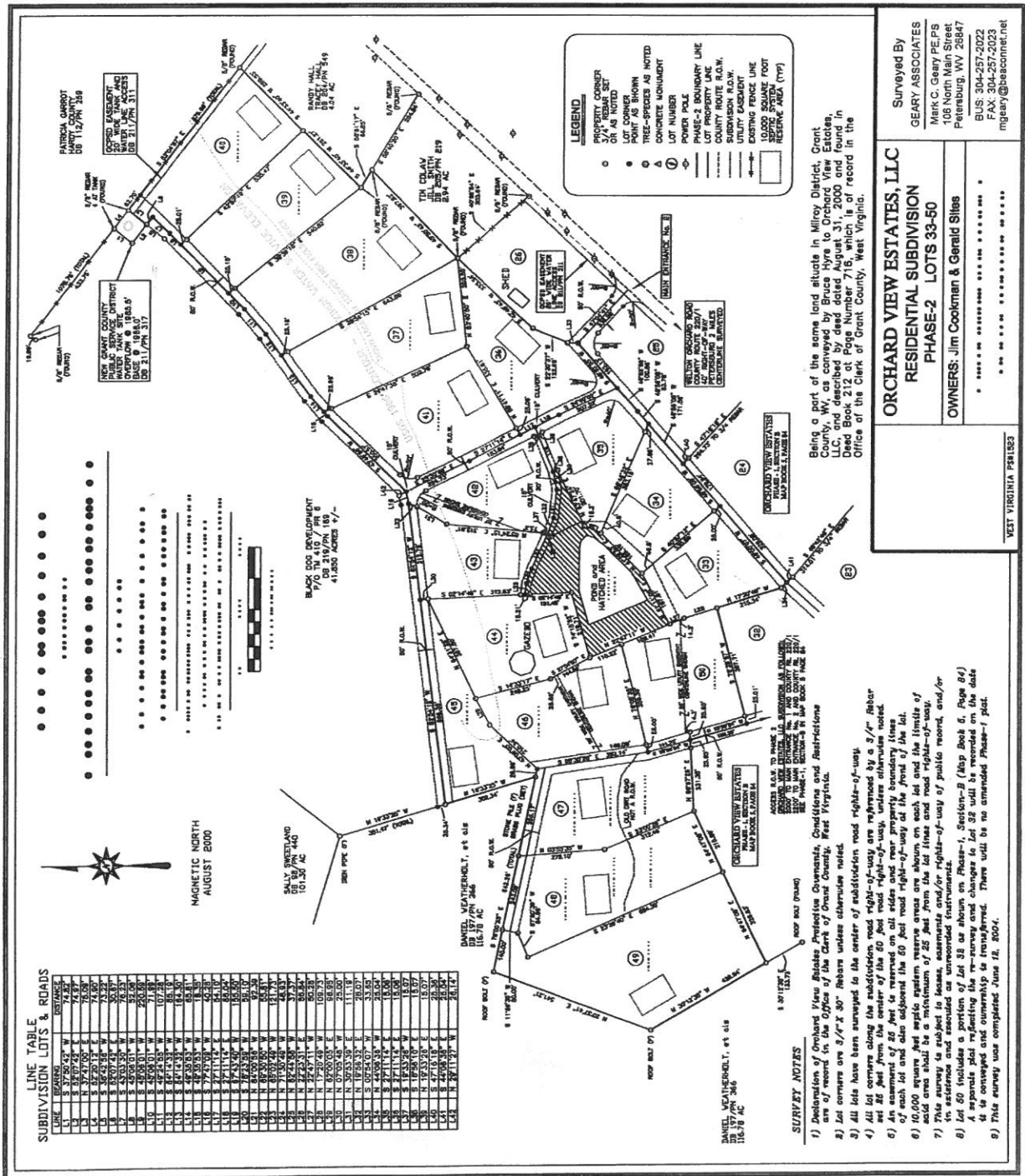
JAMES J. ADKINS
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JAMES J. ADKINS
 118.20 AC
 118.20 AC

Page 10



LINE TABLE
SUBDIVISION LOTS & ROADS

LINE	BEARING	DISTANCE
1	S 87°50'42" W	74.82'
2	S 87°50'42" W	74.82'
3	S 87°50'42" W	74.82'
4	S 87°50'42" W	74.82'
5	S 87°50'42" W	74.82'
6	S 87°50'42" W	74.82'
7	S 87°50'42" W	74.82'
8	S 87°50'42" W	74.82'
9	S 87°50'42" W	74.82'
10	S 87°50'42" W	74.82'
11	S 87°50'42" W	74.82'
12	S 87°50'42" W	74.82'
13	S 87°50'42" W	74.82'
14	S 87°50'42" W	74.82'
15	S 87°50'42" W	74.82'
16	S 87°50'42" W	74.82'
17	S 87°50'42" W	74.82'
18	S 87°50'42" W	74.82'
19	S 87°50'42" W	74.82'
20	S 87°50'42" W	74.82'
21	S 87°50'42" W	74.82'
22	S 87°50'42" W	74.82'
23	S 87°50'42" W	74.82'
24	S 87°50'42" W	74.82'
25	S 87°50'42" W	74.82'
26	S 87°50'42" W	74.82'
27	S 87°50'42" W	74.82'
28	S 87°50'42" W	74.82'
29	S 87°50'42" W	74.82'
30	S 87°50'42" W	74.82'
31	S 87°50'42" W	74.82'
32	S 87°50'42" W	74.82'
33	S 87°50'42" W	74.82'
34	S 87°50'42" W	74.82'
35	S 87°50'42" W	74.82'
36	S 87°50'42" W	74.82'
37	S 87°50'42" W	74.82'
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44	S 87°50'42" W	74.82'
45	S 87°50'42" W	74.82'
46	S 87°50'42" W	74.82'
47	S 87°50'42" W	74.82'
48	S 87°50'42" W	74.82'
49	S 87°50'42" W	74.82'
50	S 87°50'42" W	74.82'

LEGEND

- 5/8" BENCH MARK OR AS NOTED
- LOT CORNER NOT SHOWN
- TREEL-SPECIES AS NOTED
- ▲ CONCRETE MONUMENT
- ① LOT NUMBER
- POWER POLE
- PHASE-2 BOUNDARY LINE
- LOT PROPERTY LINE
- COUNTY ROUTE R.O.M.
- HIGHWAY R.O.M.
- EXISTING FENCE LINE
- 10,000 SQUARE FOOT REFERENCE AREA (TYP)

Being a part of the same land situate in Milroy District, Grant County, Wv, as conveyed by Bruce Hays to Orchard View Estates, LLC, and as amended by deed dated August 31, 2000 and found in Book 2912, Page 101, of the records of the Clerk of the County of Grant County, West Virginia.

ORCHARD VIEW ESTATES, LLC
RESIDENTIAL SUBDIVISION
PHASE-2 LOTS 33-50

OWNERS: Jim Cookman & Gerald Siles

Surveyed By
GEARY ASSOCIATES
Mark C. Geary PE, PS
108 North Main Street
Peteburg, WV 26847
BUS: 304-257-2022
FAX: 304-257-2023
mgeary@besconnet.net

SURVEY NOTES

- 1) Declaration of Orchard View Estates, LLC, as a limited liability company, is recorded in the Office of the Clerk of Grant County, West Virginia.
- 2) Lot corners are 3/4" x 3/4" Rebar unless otherwise noted.
- 3) All lots have been surveyed in the center of subdivision road right-of-way.
- 4) All lot corners along the subdivision road right-of-way are referenced by a 3/4" Rebar set 25 feet from the center of the 50 foot road right-of-way, unless otherwise noted.
- 5) An easement of 25 feet is reserved on all sides and near property boundary lines.
- 6) Lot 33 and Lot 34 are adjacent to the 50 foot road right-of-way at the front of the lot.
- 7) The minimum area of 10,000 square feet shall be a minimum of 25 feet from the lot lines and road right-of-way.
- 8) This survey is subject to easements, accretions and/or rights-of-way of public road, and/or in existence and recorded as unrecorded instruments.
- 9) Lot 50 includes a portion of Lot 38 as shown on Phase-1, Section-B (Map Book 6, Page 84).
- 10) A separate plat reflecting the re-survey and changes in Lot 32 will be recorded on the date this conveyance and company is transferred. There will be no amended Phase-1 plat.
- 11) This survey was completed June 14, 2004.

