

PROTECTIVE COVENANTS AND RESTRICTIONS

DEERBROOK MEADOWS
Dedication of Plat and
Declaration of Protective Covenants,
Conditions and Restrictions

245

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, The Great Virginia Land Company, a Virginia Corporation, hereinafter referred to as "Declarant", does hereby record the plat of a subdivision know as DEERBROOK MEADOWS, lying and being situate in Gore district, Hampshire County, West Virginia, and being more fully described on the plat and survey of Stultz & Associates C.L.S., and dated July, 1989 and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, prior to the recording of this instrument in Plat Book Number 311, at Page 290, to which reference is hereby made, and said real estate being all the same real estate conveyed to the said Great Virginia Land Company, by deed dated June 29, 1989.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Deerbrook Meadows Property Owners Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons, entities, and/or assigns, of the fee simple title to any Lot which is a part of the property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
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 the recorded subdivision plat of the property.
5. "Declarant" shall mean and refer to The Great Virginia Land Company, its principals, successors, and assigns.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.
2. On or before November 1, 1989, or when three-fourths (3/4) of the Lots have been sold, whichever occurs first, the Association shall be established with membership consisting of the Owners (and only the Owners) of each Lot in Deerbrook Meadows who shall have one (1) vote per Lot owned. If two (2) or more adjoining Lots are owned only one voting right shall apply. The Association shall be governed by a majority of the Owners. A Board of Directors of three (3) to five (5) members shall be elected by the Lot owners.

The initial Directors of the Association, consisting of three (3) to five (5) members, shall be appointed by the Declarant or its assigns and thereafter the Board of Directors shall be elected by the Lot owners. The initial Board of Directors shall be responsible for calling the first meeting of the Association on or before November 1, 1989, and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable on May 1, 1990. The meeting shall be held in Hampshire County, West Virginia, at a suitable place to be designated by the initial Board of Directors. At said meeting the Owners shall, by majority vote, form the said Deerbrook Meadows Property Owners Association's legal entity as they deem advisable and shall elect a Board of Directors and or officers of said Association.

ARTICLE III - COVENANT FOR MAINTENANCE ASSESSMENT

1. The Declarant shall assess initially, a pro rated amount from the date of settlement to May 1, 1990, for each Lot, One Hundred Dollars (\$100.00) per year for the use, upkeep and maintenance of the rights-of-way.

2. Any assessment made pursuant to this paragraph, including a late fee of Ten Dollars (\$10.00), 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. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be increased by more than a percentage increase greater than the Cost of Living Index (urban) as published by the Department of the Interior, Bureau of Standards. The Owner of each Lot, by acceptance of a deed thereto, automatically becomes a member of the Association and is deemed to covenant and agree to pay One Hundred Dollars (\$100.00) per year, beginning at date of settlement, and to annually, as specified above and by the Board of Directors, an amount determined by a positive vote of the Owners of at least two-thirds ($\frac{2}{3}$) of the Lots in said subdivision as necessary for the purpose of maintaining (including the removal of snow and repair and improvements of said roadways) the right-of-way to State Road 5/3. During the Spring of each year, beginning April, 1990, said Association shall notify each Lot Owner, in writing, as to the amount payable by May 1st of each year. In the event of a resale or transfer of one or more parcels 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.

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 Association may bring an action at law against the Owner personally obligated to pay same and may also sell the Lot involved at a public auction after advertisement once a week for four (4) successive weeks, in a newspaper having general circulation in Hampshire County, and after thirty (30) days delinquent written notice mailed by certified mail, return receipt requested, to the last known address of the Owner. Cost of sale, including reasonable attorney's fees, advertising costs, auctioneering fees, recording fees, and other necessarily incurred costs shall be paid from the

proceeds of sale before the payment of delinquent assessments. If the Owners chooses to pay the assessment before sale of the Lot(s), the costs incurred to date will be added to the amount delinquent and must be collected in cash or certified funds prior to cancellation of the sale.

In exchange for Declarant's agreement to install said roadways and rights-of-way, the Declarant shall be forever exempt from the payment of assessments as to all Lot(s) now owned or hereafter acquired.

If any one (1) Owner owns two (2) or more adjoining Lots, only one (1) assessment shall be payable, so long as only one house is built on any and all adjoining Lots. If any of said Lots is thereafter sold or conveyed or improved by an additional dwelling, it shall be subject to separate assessment of One Hundred Dollars (\$100.00) or the current assessment whichever is greater. Nothing herein shall be deemed to alter the "one vote per one lot owned" rule which is established in Article II, Paragraph 2, above.

ARTICLE IV PROTECTIVE COVENANTS

(To help preserve the natural environment)

1. Directional and informational signs are allowed by Declarant and/or as approved by the Association.
2. No further subdivision is allowed of any lot.
3. In the construction of a driveway into any Lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage and to prevent damage to the roads. No parking is permitted upon any subdivision road at any time, the Owner shall provide adequate off-road parking for the Owner and his/her guest(s).
4. No junk vehicles or construction equipment are allowed to remain on the Lot(s) except by Declarant.
5. Only "Double Wide" mobile homes constructed since 1985, and not having metal siding, and set on a permanent foundation, and having full skirt, and having a pitched roof, are permitted on any Lot(s). The mobile home must be setback at least one hundred (100) feet from the centerline of the subdivision road unless otherwise approved by Declarant or its assigns. Temporary camping trailers may be placed on any Lot but not on a permanent basis and as long as Hampshire County and West Virginia Laws concerning temporary camping are complied with.
6. No building of a temporary nature shall be erected on any Lot(s) except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months.
7. Permanent residences shall contain a minimum of Five Hundred Sixty Six Square Feet (566 sq ft), excluding garage, porch, carport, deck, and overhanging eaves. No building shall be erected closer than fifty-five (55) feet from the front centerline of the road, nor closer than twenty (20) feet from the rear Lot line of the property.
8. Each Lot shall be used for residential/recreational purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said Lot. No home may have a cinder block or plywood facade.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

- (a) Home occupations conducted by occupant.
- (b) Gardening, including incidental uses and the construction of accessory buildings connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before the construction of a permanent residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters. Pigs and pig pens are not permitted. Operation of any laying hen, broiler houses or poultry business is prohibited. Tree farms are permitted, provided that commercial activity is not conducted on the Lot.
- (c) Not more than one (1) head of livestock per acre shall be permitted per Lot. Any livestock must be kept in a secured, fenced area and setback at least two hundred (200) feet from the front property line.

9. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or Contractor enroute to and from Owners Lot(s). All Lot(s) must be maintained, at all times, in a neat and orderly condition.

10. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said Lot. Said rubbish, garbage, or other waste shall be kept in a sanitary container, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of The Great Virginia Land Company its principals, successors, or assigns to provide garbage or trash removal services. In the event any Lot Owner shall fail to discharge his/her aforesaid responsibilities, the Association, upon two-thirds (2/3) vote of the Board of Directors, and after fifteen (15) days notice to the owners of the property, shall have the right, through its agents and employees, to enter upon said Lot(s) and perform maintenance repairs (including mowing and removal of grass over twenty four (24) inches in height in the form of hay), subject to the right of any Lot Owner to terminate same by giving sixty (60) days written notice to Declarant or the Association when the Owner intends to make any use of the grass on his/her property as hay, and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Declarant or the Association shall be added to and become a part of the assessment, plus a \$100 penalty fee, to which such lot is subject.

11. All sanitation facilities constructed on any Lot shall conform with the regulations of the West Virginia - Hampshire County Health Departments.

12. The Declarant reserves unto themselves, their heirs,

successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, water and sewer lines, television cables, or to grant easements or rights-of-ways therefor, with the right of ingress or egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, and thirty (30) feet from the centerline of any road adjoining the front of any Lot. Nothing herein shall be construed as creating any duty upon 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 Owners. Each Lot Owner shall be required to construct all utility service lines from the nearest electric and/or telephone pole to any dwelling structure on the Lot by an underground entry unless waived by The Great Virginia Land Company, its principals, successors, and assigns or the Association.

13. Each Lot Owner shall have an unobstructed and the nonexclusive right of ingress and egress to and from his Lot over the rights-of-ways and roadways as shown on the subdivision plat and nonexclusive access over the rights-of-way from State Road 5/3 across the adjoining land owners as shown on the plat of said subdivision. The Association shall be solely responsible for maintenance of the subdivision roads, and access roads across the adjoining tracts.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.

15. The use of any motorcycle, dirt bike, all terrain vehicles, or other similar motorized conveyance within the subdivision is prohibited unless it is equipped with proper noise abatement equipment.

16. Firearms shall not be discharged within five hundred (500) feet of any dwelling house. Nor shall they be discharged in such a manner that the trajectory of the projectile shall cross any of the subdivision roadways.

17. No exterior television dish shall be constructed or erected on any tract or residence except of a brown or black color.

18. If any Lot Owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision 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 or them from so doing 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. Each Lot Owner agrees to hold Declarant and its principals, successors, and assigns harmless in any past, present, or future action (legal or otherwise) brought about regarding specific performance, negligence, and or liability of any action or of any section of these covenants.

19. All mail boxes, located at a designated entrance to the subdivision, will meet all United States Post Office requirements and shall be of similar construction and color.

20. The Deerbrook Meadows Property Owners Association,

by 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 enforced by fines or other penalties.

ARTICLE V
GENERAL PROVISIONS

1. Declarant reserves the right to replat, resubdivide and renumber any unsold Lot(s), and to add additional adjoining or near by real estate to said subdivision. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold Lot(s) or other real estate later added to or becoming part of said subdivision.

2. In the event state, local government, quasi - political, utility, cooperative, Declarant, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of a deed, do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof as the same cost is to be determined by the appropriate authority.

3. All sewage disposal systems constructed on said Lot(s) shall conform to the regulations of the appropriate West Virginia Department of Health and that of Hampshire County. Free standing toilets are also subject to the aforementioned requirements and shall not be constructed unless specific authority is first obtained from the Health Department, and then they may not be placed in open areas.

4. No buildings shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the appropriate West Virginia Sewage Enforcement Office.

5. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) 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 (20) year period by an instrument signed by the Declarant before the first Association meeting and thereafter by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners.

6. Invalidity of any of the covenants, restrictions, or other provisions of this Declaration by judgement or Court Order shall in wise affect any other provisions, which shall remain in full force and effect.

7. Whenever in this declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

The above restrictions read and agreed to this the ____ day of _____, 19____.

Purchasers Seal

Purchasers Seal