

Mailed 11/15/08  
Geary & Geary, attys.  
P.O. Box 218  
Petersburg, W 26847  
QUANTICO

BOOK 0244 PAGE 669

**DEDICATION OF PLAT AND DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

Known all men by these presents:

That the undersigned, Quantico, L.L.C., Mark C. Geary, Member-Manager, hereinafter referred to as "Declarant", does hereby make and declare the following protective covenants, conditions and restrictions for the subdivision to be known as Quantico, Section I, containing Tracts No. 1 through 29, 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, recorded in the Clerk's Office of the County Commission of Grant County, West Virginia in Map Book 6, page 77, to which reference is hereby made. This being a portion of the real estate that was conveyed to Quantico, L.L.C. by Alice Welton Eye, et al., by deed dated December 20, 1996, and of record in the Grant County Clerk's Office in Deed Book 197 at page 157.

Declarant hereby claims an exemption from the West Virginia Uniform Common Interest Ownership Act, pursuant to the Code of West Virginia, Chapter 36B, Article 1, Section 203, inasmuch as said subdivision is not subject to any development rights and further inasmuch as the annual average common expense liability to all units restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the association may not exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to Section 1-114 [36B-1-114] (adjustment of dollar amounts) it is subject only to Sections 1-105 [36B-1-105] (separate titles and taxation), 1-106 [36B-1-106] (applicability of local ordinances, regulations and building codes) and 1-107 [36B-1-107] (eminent domain).

Each and every one of these covenants and conditions is and all are for the benefit of each owner of the various tracts within Quantico, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and

conditions shall remain in full force and effect unless and until modified by the owners of various tracts of Quantico as hereinafter set forth.

In the event of a violation or breach of the following covenants or conditions or threatened breach thereof, the owner or owners of any tract or tracts in Quantico shall have the right to enjoin same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts of Quantico. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

It is the purpose of Declarant in creating Quantico, Section I 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 Tracts 1-29, 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 tracts.

#### ARTICLE 1 - DEFINITIONS

1. "Association" shall mean and refer to Quantico 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 tract 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. "Tract" shall mean and refer to any numbered or lettered plat of land shown upon any recorded subdivision plat of property.
5. "Declarant" shall mean and refer to Quantico, L.L.C., its successors and assigns.

## ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. A nonstock property owners association has been created and is known as Quantico Property Owners Association, Inc., a West Virginia Corporation, which has one membership and one vote for each tract, the association may assess the owner or owners of each and every tract within Quantico Three Hundred Dollars (\$300.00) per year for the use, upkeep (not to include snow removal), and maintenances of rights of ways within in Quantico. Said assessment may never exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to Chapter 36B, Article 1, Section 114 of the West Virginia Code, as amended. The rights and responsibilities identified in this paragraph further reflected in the Articles of Incorporation of Quantico Property Owners Association, Inc. and the by-laws duly adopted for said corporation.

However, if a property owner acquires more than one tract in Quantico, one tract will be assessed 100% of the maintenance fee and each additional tract owned by the same property owner will be assessed 50% of the maintenance fee. In the event that property owner sells or transfers a tract to another person who does not own a tract in Quantico, then the assessment on that tract shall increase to 100% of the maintenance fee.

2. Tracts in Quantico not yet sold or conveyed by Declarant are exempt from any assessment or maintenances fees.

3. Upon acquiring title to a tract, each owner become a member of the property owners association and is bound by the articles and by-laws of said property owners association.

4. For all purposes of voting, Declarant shall be entitled to four votes for each tract owned by Declarant in Quantico.

## ARTICLE III - USE RESTRICTION AND EASEMENT

1. Only private single family dwelling and recreational residences designed for single family occupancy shall be placed or constructed on any tract. Said premises shall not be used for any commercial use or industrial or purpose other than private recreational residential purposes, except as follows: The private dwelling or residence may be rented but shall be limited to no more than five occupants, 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. Further, there shall be no signage erected or maintained on the premises identifying the home occupation or business.

2. All one story dwellings and residences shall have a minimum living space on the first floor of not less than 1,200 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, breeze way, decks, garage, carports or any like structures connected with the residence or dwelling. All roofs to be constructed with a minimum primary roof pitch of 5-12. Only buildings, structures, dwellings or residences which conform with the natural setting will be allowed within the subdivision. Separate structures, such as garages, barn, stable or storage buildings, must generally conform with the appearances and material structure of the residence or dwelling erected on said tract. All residences and other structures must have exterior finishes of brick, stone or rock (faux or natural), cedar, vinyl siding, wood composite or masonry lap siding. Any owner desiring to use another type of exterior finish material may submit their proposal to the Declarant or its assign. Any variances as to an alternative exterior finish as allowed by the Declarant or its assign is a final decision and not binding upon the Declarant or its assign as to any future request.

3. The construction of any driveways or roadway on any tract shall be done in such a manner so as not to interfere with the use of the main roadways within Quantico; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways or adjoining tracts. For some tracts, the installation of a culvert may be necessary to comply with this provision. Specifically, those tracts with a drainage ditch adjacent to the main roadway will require the installation of a culvert of at least 12" in diameter and of a 20'

minimum length to allow for proper drainage. (The actual size of the culvert shall be approved by the Declarant prior to the installation thereof.) Construction of driveway and installation of culvert to conform to requirements of this covenant shall be the sole responsibility of the individual tract owners. Driveways shall be finished with a smooth and uniform transition from Subdivision roads and shall be surfaced with a 3" layer of  $\frac{3}{4}$ " or 1- $\frac{1}{2}$ " crusher run limestone aggregate within 5 days of being initially constructed.

4. Once construction is commenced on any tract, the exterior of the dwelling or residence, must be completed within one year. Other detached structures such as a garage or out building may be constructed in unison with the dwelling or residence and the exterior thereof shall likewise be completed within the same year. Exceptions will only be allowed when completion is impossible or would cause severe hardship for builder or owner as a result of fire, natural disaster, strikes or national emergencies.

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 tract boundary lines a distance of at least 50 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 tracts, or the use of a construction site on two or more tracts subject to the Declarant's release of the necessary easement(s) along tract boundary lines.

6. Proper maintenance and up-keep of the exterior of all dwellings, residences and structures is mandatory. Any dwelling, residence or a structure which suffers apparent damage due to wind, fire, rain, snow, 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 tracts shall conform to the regulations of the West Virginia State Health Department. In addition, use of said tract or activities conducted upon said tract shall not pollute or cause waste water to contaminate or flow in to any spring, lake, pond, river, drain, ditch, or stream crossing such property or situate near such property. No privy or out house is permitted.

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 ground or any portion of the property shall be collected and disposed of properly outside Quantico. No waste material or other debris shall be buried in Quantico.

9. Mobile homes, single and double wide trailers, mobile/manufactured, and sectional homes will not be allowed on tracts within Quantico. Modular unit homes which are factory built and transported in sections or modules that have no chassis, no wheels and no towing hitch or tongue and constructed according to IRC, BOCA or CABO code and designed with a minimum roof pitch of 5-12 shall be permitted to be placed and erected on the tracts within Quantico. The modular home permitted to be constructed on the tracts shall be placed upon a permanent concrete block with mortared joints or poured concrete wall foundation and shall be designed and engineered to withstand delivery of modular segments and to the latest revision of the IRC.

10. Declarant reserves the right to amend, delete or add to this declaration or any supplemental declaration on a property wide or individual tract basis at any time by subsequent recorded document, but in no event shall such subsequent recordation apply retroactively to eliminate rights previously conveyed by Declarant with other tracts except as may be permitted elsewhere in this declaration. In the event of any conflict between plat or subsequently recorded subdivision documents, the most restrictive provision shall apply.

11. Declarant reserves the right to modify the plans of the subdivision plat, to change the size and boundaries of any tracts owned by Declarant and to change the size and shape of any tract, and the directions and locations of roads and other ways shown thereon, or of annulling the same; provided, however, that no change shall be made which shall alter the shape or size of any tract which has been sold, or the direction of any roadway upon which it abuts, so as to cutoff such tract from convenient access to public highways, without the consent of the owner thereof.

12. Except as otherwise provided for in this Declaration, No tract within Quantico shall be further subdivided, divided or proportioned in any way by sale, gift, devise, partition, survey or other method, except to allow for nominal boundary line adjustments.

13. Swine, goats, chickens, ducks, geese, rabbits, turkeys, ginnies, similar animals and livestock shall not be permitted to be kept or maintained upon any tract within Quantico. However, a limited number of farm animals and pets may be kept and raised for personal use. The following list of farm animals and pets are permitted so long as they are confined to their owner's tracts(s) or on a leash:

- a) No more than three cats.
- b) No more than two dogs.
- c) No more than three rabbits.
- d) No more than three chickens.
- e) No more than two horses, ponies, donkeys, mules, steers, heifers, cows or sheep. (This is to say by example - 1 horse & 1 pony or 2 steers or 1 ewe and 1 mule, etc.)

No tract shall be used for the purpose of boarding, breeding, or raising of allowed farm animals and pets for financial gain. Farm animals that are permitted under this provision shall be confined and contained by adequate fencing constructed and maintained by the tract owner.

14. Uninsured, unregistered, unlicensed or otherwise unusable vehicles of any kind shall not be permitted or stored on any tract unless it is in a garage and the door is closed. No useless appliances or unsightly material of any kind shall be stored on any tract.

Further, no owner shall maintain, park, store or garage a single rear axle or dual wheels or multiple rear axle vehicle, truck, dump truck, tractor, tractor-trailer or heavy construction equipment on any tract. Excluded from this prohibition is a dual wheeled pick-up truck, horse trailer or small utility trailer not to exceed 24 feet in length which will be allowed to be maintained, parked, stored or garaged upon a tract.

15. Only vehicles which are licensed may be used on the rights of ways or roadways within the confines of Quantico. Unlicensed motorized vehicles such as motorcycles, 4-wheelers, 3-wheelers, ATV's, go-carts, mini bikes, mopeds and similar vehicles are strictly prohibited from use on all subdivision roads and rights of ways; provided, however, standard 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

rights of ways. Additionally, no tract owner shall construct or permit any type of race tract, loop, runway, rink or trail or similar type facility for use by ATV's, motorcycles, go-carts, mini-bike or similar vehicles.

16. Parking along any right of way, by tract owners or their guests, will not be permitted. Tract owners will provide adequate off-road parking for their own use and the use of their guests and such parking shall be located at least 25' from the edge of the right of way and tract boundary.

17. 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. Burning of trash or rubbish is prohibited on any tract. Tract owners shall keep trash, rubbish or garbage in sanitary containers as specified by the Declarant, its successors or assigns until proper disposal. These containers will be kept in a clean condition and stored near the driveway or garage in a place which is as inconspicuous as possible. No wooden boxes, wire cages or basket shall be used to hold or store trash or trash filled bags.

18. The use of an outside or detached wood/coal burning stoves or furnaces are prohibited and shall not be located or used on any tract.

19. Tract owners shall not erect, install or construct cell or similar towers, ham radio antennas, other radio or like towers or antennas. Use of satellite dishes are permissible so long as they do not exceed 48 inches in diameter. Declarant reserves the right to amend this provision should there be changes and advances in technology.

20. No tract shall be used for an offensive or obnoxious purpose, nor shall any offensive trade be carried out upon any tract, 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 tract.

21. Declarant reserves unto itself, its 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 Quantico, recorded as aforesaid in the Grant County Clerk's Office; that the aforesaid reservations grant Declarant such rights as necessary



to construct road slopes, ditches, drains, and install culverts on or extending off the right of way or roadway, as same might be necessary and required to properly construct, maintain, and repair the right of way and roadway; that the use of said roadways and rights of ways shall be used in common by Declarant, individual tract owners, guests, invitees, their respective heirs, successors and assigns, and which common use by Declarant will not be limited to the individual tract owners but is also excepted and reserved for full and unlimited use by Declarant, its 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 tract, over subdivision roads, using the most direct and convenient route to reach a public access road, except as otherwise stated herein.

22. Declarant also reserves and excepts unto itself, its successors and assigns, a perpetual alienable, and releasable easement for the erection, maintenance, installation and use of electrical and telephone distribution poles, transformer pads, phone pedestal, wires (above ground and underground), cables, conduits, anchors, guide wires, and other suitable equipment for the conveyance of electricity, CATV, and the use of telephone equipment, water lines, 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 tract. There is an easement of twenty-five (25) feet for any tract'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.

Tract owners are required to install underground, all electric, telephone, CATV and other similar utilities services to any residence, garage, building or other structure located upon each tract.

23. No building of a temporary nature shall be erected or placed on any tract. 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 or 60 total days in any calendar year. It is specifically set forth that campers, tents, motor homes and similar structures shall not be used or placed upon the tract for the purpose of a permanent residence, or remains on the tract for more than 60 days total in any calendar year.

24. No timbering, clear cutting, logging operations shall be conducted on any tract, except for construction of driveways, house building site, yard and a garden of a total area not to exceed 2 acres. No trees greater than 10" diameter at breast height shall be cut or removed within the 50' right of way as identified on the aforesaid Plat. Special approval may be granted by Declarant, its successors and assigns, if no other option exists for installation of a driveway.

25. No windmills shall be erected that are for the purpose of generating electricity.

26. Owner may install, hang or place a sign on their respective tract or dwelling for the purpose of personalizing or indicating a tract name. A sign of this nature shall not be larger than 12" by 36" or a total area of 432 square inches. No other signage shall be permitted upon any tract in Quantico.

However, any owner after four years from the initial date of purchase, who desire to sell their tract, may place one (1) "For Sale" sign upon the tract and which sign shall be no larger than 24" by 24" or a total sign area of 576 square inches.

Any sign provided by this provision shall not be obnoxious, gaudy or distasteful.

27. Declarant does except and reserve all minerals, including oil and gas, in and under Quantico, Section I, Tracts 1 through 29, inclusive, together with reasonable extraction rights. However, in no event shall the surface of any tract be used in any manner for the exploration, extraction or conveyance of minerals, including oil and gas.

28. Irrespective of other provisions contained in this Declaration, the following tract specific covenants shall apply:

- a) In regard to Tract 14, and 15, each tract may be subdivided once, provided that neither the new tract or the residue tract contains less than 5 acres. Subdivision of any of these tracts shall not occur before January 1, 2016 and must comply with the Grant County Subdivision Ordinance and any amendments thereto.
- b) In regard to Tracts 5, 16 and 29, each tract may be subdivided once, provided that neither the new tract or the residue tract contains less than 4 acres. Subdivision of any of these tracts shall not occur before January 1, 2016 and must comply with the Grant County Subdivision Ordinance and any amendments thereto.
- c) In regard to Tract 1, the original tract may be subdivided no more than two times, provided that neither the new tracts or the residue tract contain less than 5 acres. Any subdivision of Tract 1 shall not occur before January 1, 2016 and must comply with the Grant County Subdivision Ordinance and any amendments thereto.
- d) Access to Tract 1 and any new subdivided tract, originally a part of Tract 1, shall be off of Quantico Trail. Access from Corners Road, also known as County Route 28/3, to any part of Tract 1 is prohibited.
- e) Access to Tracts 18, 19, 27 and 28 shall be off of Adare Lane only. Access from Quantico Trail to these tracts is prohibited.
- f) Access to Tracts 20, 21, 25 and 26 shall be off of Bantry Way only. Access from Quantico Trail to these tracts is prohibited.
- g) For clarification, no access, driveway, entrance, road or trail of any type shall be permitted from Quantico Trail to Tracts 18, 19, 20, 21, 25, 26 and 27.
- h) Access to Tract 2 shall be from Quantico Trail onto the driveway entrance as designated and located on the Plat as aforesaid. No other access or entrance is allowed.
- i) Access to Tract 24 shall be from Quantico Trail onto the driveway entrance as designated and located on the Plat as aforesaid. No other access or entrance is allowed.
29. 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 claiming

under them. No restrictions or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective tract purchaser upon resale by tract owner, upon basis of race, creed, color, marital status, national origin or such other classification.

30. In the event of a violation or breach of any of these restrictions by a tract owner, agent, agent of such tract owner, the owners of tracts in this development, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

The invalidation by any Court of any restrictions in this Declaration of Protective Covenants and Restrictions shall in no way affect the other covenants or restrictions, as they shall remain in full force and effect.

31. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for period of twenty-five (25) years from July 1, 2008, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of tracts affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. Although reference to these Protective Covenants, Conditions and Restrictions is made in the By-Laws of the Quantico Property Owner's Association, Inc., same cannot be changed, amended or altered except as set forth in this Declaration.

The above covenants and restrictions read and agreed to this the \_\_\_\_ day of \_\_\_\_\_, 2008.

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

The undersigned, Quantico, L.L.C. by Mark C. Geary, Member-Manager, 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 Mark C. Geary, Member-Manager for Quantico, L.L.C., its successors and assigns, for tracts of land designated and situate within Quantico, that same be and constitute covenants to run with said Land.

QUANTICO, L.L.C.

By Mark C. Geary  
Mark C. Geary, Member-Manager

Taken, subscribed and sworn to before the undersigned authority this the 31<sup>st</sup> day of October, 2008.

My commission expires July 24 2015



OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
GLENDA S. MARTIN  
GEARY & GEARY, L.C.  
P.O. BOX 218  
PETERSBURG, WV 26647  
My Commission Expires July 24, 2015

Glenda S. Martin  
Notary Public

GRANT COUNTY, WV  
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HAROLD G. HISER  
COUNTY CLERK  
TRANSACTION NO: 2008007135

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