

53078
RESERVATIONS AND RESTRICTIVE COVENANTS

DEERFIELD HIGHLANDS

638

DATED: August 13, 1992

Eastern Gateway Properties, Inc., a corporation, is hereby referred to in this document as the "Grantor".

The Reservation and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in Deerfield Highlands, as below described, or claiming under them.

Invalidation of any of the following Reservations and Restrictive Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: These Restrictive Covenants are applicable to the following described property located in Purgitsville, Hampshire County, West Virginia:

Lot No. 1 through and including Lot NO. 45 of Deerfield Highlands more fully shown on that certain plat prepared by R&S Services, Ricky Davey, certified engineer, dated the 1st or 21st day of October 1992, and recorded in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in Plat Book _____ at Page _____.

2. HOMEOWNERS ASSOCIATION: Grantor has incorporated a non-profit, non-stock homeowners association known as the "Deerfield Highlands Property Owner's Association, Inc." a West Virginia Corporation, referred to in this document as the "Association".

- A. Every person or entity, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned, except the Grantor which shall be entitled to two (2) votes for each lot owned. Although

REVISED 12/17/92

639

non association members, tenants and lessees of owners acquire, by virtue of their residence within the subdivision, responsibilities of upkeep, maintenance and a duty to refrain from any violation of these Restrictive Covenants.

- B. The roadways and rights-of-ways constructed throughout the Subdivision are hereby dedicated to the Association by the Grantor, and are for the use in common of the Grantor, lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways.
- C. The Association shall maintain the rights-of-ways and roads within the Subdivision, and shall assess each Lot on a pro rata basis, amounts necessary for the improvement and maintenance of said rights-of-ways, not to exceed \$100.00 per Lot annually, exclusive of user fees and insurance premiums, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114 and 36B-1-203. The road fee shall be \$100 per year prorated and beginning at settlement until otherwise established by the association. Grantor shall be exempt from any and all assessments. It is the expressed intention that this subdivision is considered a limited expense liability planned community pursuant to 36B-1-203 of the West Virginia Code Annotated.
- D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Hampshire County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.
- E. Any lot that may from time to time be reacquired by the Grantor, with back dues owed, but no lien filed in the Courthouse of Hampshire County upon the property will become exempt from payment of those back dues and said lot(s) will be exempt from current Association dues until a new owner of record

Page 2 of 9

REVISED 12/17/92

640

is recorded in the Court House.

3. RESIDENTIAL AND AREA USE:

All lots shall be used only for residential purposes, and no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling of not less than 800 square feet exclusive of garage, basement, and porch.

- A. A private storage building may precede the construction of the home and may not exceed 240 square feet in size. Said storage building shall not at any time be used for living purposes either permanently or temporarily. Storage building shall be constructed of new wood, stone or brick and shall be kept in good repair.
- B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.
- C. There shall be no trailers, buses, mobile homes, double-wide mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage, either temporarily or permanently. Camping is permitted upon Subdivision Lots by the owner thereof. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use.
- D. Improvements constructed for the maintenance of animals as permitted by Item 12, below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements shall need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

4. COMMERCIAL USE AND NUISANCE: No store,

REVISED 12/17/92

641

tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any Lot. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

5. COUNTY SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way lines or front Lot lines than TWENTY (20) feet, or nearer to any side Lot lines or boundaries than Twenty (20) feet, or nearer to any rear Lot lines than twenty (20) feet. See item 6 for additional setback information relating to utilities.

6. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land as follows:

Side and rear: a total of twenty (20) feet wide at any point along the lot lines of each Lot. (10' wide over each adjoining lot)

Front: Forty-five (45) feet from center of the ROW.

Rear of perimeter lots: twenty (20) feet along the rear lines of any said Lot along the perimeter of sub-division.

Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

7. SEWAGE & WATER: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage and a well for water source each of which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot. Lots are to be served by individual wells and all wells must be placed a

REVISED 12/17/92

642

minimum of 100 feet from all septic reserve areas, or 200 feet if down hill from a septic reserve area and the well must be pressure grouted.

A. No construction, driveways, utilities, swimming pools or structures shall be permitted upon or within sewage disposal areas.

8. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion.
9. FENCES: Only fences in aesthetic harmony with the exterior design of the residential development shall be constructed and, no fence shall exceed five (5) feet (i.e., sixty 60") in height. Fencing located along the roadways must be of wood or stone construction while metal fencing may be used along the side lines and rear lot lines.
10. PARKING: No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-ways or roads of the Subdivision, and no on-street parking is permitted by Lot owners. Visitors, guests, delivery vehicles, or others legitimately using said roads and streets are excepted, and are permitted to temporarily park along said streets.
11. ADVERTISING: No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of a lot address identification signs offering the premises for sale of which the Association shall offer for purchase at actual cost all "For Sale" signs to be utilized within the properties and lot owners shall be restricted to the use of these signs when advertising on the lot of its offer for sale. The Grantor reserves a right to construct Subdivision entrance signs and structures, which shall remain erected on the lot(s) upon which each is situated unless a majority of the members of the Association vote otherwise. The Association shall repair and maintain such signs and structures along with the right to enter upon the property on which the same are affixed, or is reasonably necessary for

REVISED 12/17/92

maintenance.

643

12. AGRICULTURE: No swine, livestock or poultry shall be raised or bred on any Lot, except household pets, such as dogs and cats, which may be kept provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and proper fencing, horses and ponies, shall be permitted on Subdivision Lots, provided at least one (1) acre per each horse or pony animal is fenced for the maintenance of said animal.
13. FURTHER SUBDIVISION: No Lot shall be further subdivided or its boundary lines changed in any way except by the Grantor, as follows:
- A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision Plat, to change the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the owner thereof and the approval of the Hampshire County Planning Commission.
- The relocation of a lot boundary line that does not create an additional lot, shall not be considered a sub-division.
- B. No lot shall be used for ingress or egress to any properties not part of this subdivision. This provision shall not apply to the grantor herein, and or assigns.
14. CONFLICT: In the event of any conflict between the provisions of these Reservations and Restrictive Covenants and the constraints reflected in the Plat of record for Deerfield Highlands, the constraints of the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any restrictions in this instrument

Page 6 of 9

REVISED 12/17/92

644

which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

15. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.
16. OPTIONAL MODIFICATION AND EXPANSION: Eastern Gateway Properties, a Delaware corporation, hereby reserves the right to add additional lots to be members of the Deerfield Highlands Property Owner's Association, Inc. by recording a document among the land records of Hampshire County, West Virginia. Said lots may have modified covenants and restrictions but will have the same voting rights and expense obligations as those lots in this declaration. Additional roadways and common areas may also be added to this declaration and will then become owned by the association and maintained by the expanded association.

Grantor reserves the right to develop future phases which will make use of the roadways and utilities within phases 1,2 herein. This right shall exist for the grantor perpetually and shall remain in effect regardless of whether the property owners association has formally been turned over to the lot owners.
17. DRIVEWAY CONSTRUCTION: In order to preserve the integrity of the roads in Deerfield Highlands, a driveway apron must be constructed prior to the construction of an extended driveway. The driveway apron must be constructed according to the attached drawing. If not constructed or not constructed properly, the association may undertake any repairs needed and assess the lot owner for costs. Any failure to pay this additional assessment shall result in a lien being placed on the lot among the land records of Hampshire County, WV.

REVISED 12/17/92

645

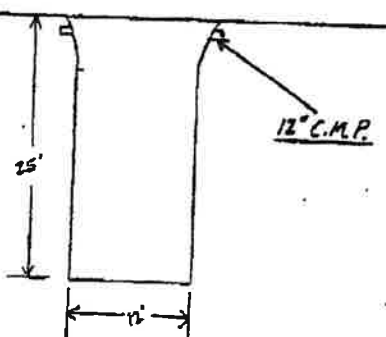
18. **HUNTING:** Hunting or the discharging of firearms is permitted, but must be done in accordance with the game and firearm laws of the State of West Virginia.
19. Lot #24 shall be exempt from all Covenants and Restrictions except Article 2C and Articles 5 & 6, which shall remain in full force and effect.

DRIVEWAY APRON DETAIL

THE FOLLOWING DETAIL MUST BE UTILIZED WHEN CONSTRUCTING A DRIVEWAY AT DEERFIELD HIGHLANDS.

1. A 12" culvert must be used where ditchlines are in place.
2. All disturbed ground must be re-seeded and re-mulched immediately.
3. The 1st 25' must be graveled.
4. The driveway apron must have flow lines and not encroach on the sub-division road and must not allow water to flow off the driveway and onto the roadway.

← SUB-DIVISION ROADWAY →



Page 8 of 9

REVISED 12/17/92

646

WITNESS the following signature and seal:

EASTERN GATEWAY PROPERTIES, INC.,
a corporation

(SEAL)

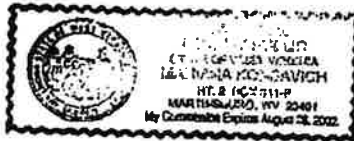
BY:

David Myers
David Myers
Regional PresidentSTATE OF West VirginiaCOUNTY OF BerkleyI, Maria Kosauch, a NotaryPublic in and for the County and State aforesaid do
hereby certify that David Myers, Regional President of
EASTERY GATEWAY PROPERTIES, INC., whose
name is subscribed to the foregoing instrument dated
the 13th day of August, 1992 has this
day acknowledged the same before me in my said County
to be the act and deed of said corporation.Given under my hand and seal this 17th day of
December, 1992

My Commission Expires:

August 26, 2002Maria Kosauch

Notary Public



Page 9 of 9

Please return to: Hubbels
P.O. Box 446
Martinsburg, WV 25401STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be remembered that on the 23rd day of December, 1992 at 10:25 A.M.,
this Covenant was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest

Nancy C. Feller
County Commission, Hampshire County, W. Va.

GAYTO & BARRIS INC., SPENCER, W. VA. CO-REGIS NO 976222-02