

Recorded
in Hampshire Co.
Medallion Estates
Dedication of Plat and Declaration of *deed Book*
433 X 118
Protective Covenants

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Melbourne Properties, Inc., hereinafter referred to as "Declarant" does hereby declare that all Lots or Tracts identified on the Plats of Medallion Estates Subdivision, lying and being situated in Hampshire County, West Virginia,, either recorded contemporaneously with this Declaration or to be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners thereof:

ARTICLE I
DEFINITIONS

- (1) "Association" shall mean and refer to Medallion Estates Property Owners' Association, Inc. its successors and assigns.
- (2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such and interest merely as security for the performance of an obligation.
- (3) "Property" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.
- (4) "Lot" or "Tract" 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 "Grantor/Developer" and refer to its successors and assigns.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES

- (1) Every owner of a lot, including lots which may be further subdivided, shall be a member of the Medallion Estates Property Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. There shall be two classes of membership, Class A and Class B. The Declarant shall be the Class A member and shall be entitled to three votes for every lot owned in Medallion Estates. All other property owners shall be Class B members and shall be entitled to one vote for each lot owned.

- (2) The Association shall be governed by a Board of Directors of not less than three (3) not more than Five (5) members. The Board of Directors shall be elected by the lot owners, except that the initial Board shall be appointed by the Declarant. The initial Board of Directors shall be responsible for calling the first meeting of the Association to be held not later than January 31, 2005. The initial meeting of the members shall be held at a suitable place to be designated by the Board of Directors in Hampshire County, West Virginia.
- (3) The Medallion Estates Property Owners' Association, Inc. is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by the State of West Virginia or Federal law from time to time.
- (4) The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:
 - (A) Maintain Property Owners' Association, periodically elect officers and directors, and establish and collect fees and dues.
 - (B) Maintain Financial Records
 - (C) Administer the upkeep and improvements to the Medallion Estates Subdivision.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENT

- (1) Each owner of a Lot within Medallion Estates shall pay an assessment for the reasonable construction, use, and maintenance, and expansion of the roads and common areas. All assessments, including any pro-rate share of said assessments, shall be collected by and paid beginning the calendar year of January 1, 2004 through December 31, 2004. The Assessment for the calendar year 2004 and all years thereafter, unless amended pursuant to the terms and conditions of these covenants, shall be \$100 for Lot #4 and \$300 for all other lots. In no event shall the annual average common expense liability of each Lot, exclusive of optional user fees adjusted, pursuant to the provisions of the West Virginia Code Section 36B-1-114, exceed \$300.00. All assessments shall be due and owing on the first day of January of each year and if unpaid shall be a lien upon the property against which each assessment is made. Melbourne Properties, Inc. the Association, and their assigns shall have the right to sue for and collect any assessment, together with interest, properly assessed under this contract.

- (2) Any assessment made on a property pursuant to this paragraph including a late fee of Five Dollars (\$5.00), 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. This lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Association to be created as herein set forth, and agrees to pay an amount determined by the majority vote of the Owners of the Lots in Medallion Estates Subdivision as deemed necessary for the purpose of maintaining (including the removal of snow and the repairs and improvements of the roads and common areas) the right of ways and roadways and common areas as shown on the subdivision plat. During December of each year, beginning December, 2004 said Association shall notify each Lot Owner, in writing, as to the amount of the Lot Assessment which shall be due and payable in January of the following year. In the event of a resale or transfer of one or more Lots 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.
- (3) 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.
- (4) In exchange for the Declarant's agreement to install and maintain said roadways and rights of way until seventy-five (75%) of the Lots have been conveyed the Declarant shall be forever exempt from the payment of said annual assessments and road maintenance fees as to all Lots now owned or later reacquired by the Declarant. In the event that the Declarant should later reacquire real estate through purchase at a foreclosure sale or through settlement of an Owner's default in any contract, note or deed of trust that the Owner should be obligated to pay the Declarant, Declarant shall not be required to pay any past due assessment that the previous owner may have owed the Association, nor shall the Declarant be required in the future to contribute to the maintenance of the roadways.
- (5) Each Lot Owner, by acceptance of a Deed thereto, acknowledges that the roads, rights of way, and common areas are private in nature and shall not be maintained by the West Virginia Department of Transportation or other public agency and that the maintenance and improvement thereof shall be the mutual obligation of the Owners in the subdivision abutting said roads and Common Areas.

ARTICLE IV USE RESTRICTIONS

- (1) No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area (said signs must comply with Hampshire County Ordinances relating to the erection of signs), except for directional and informational signs provided by the Declarant.
- (2) No Owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guests.
- (3) Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six months out of date shall be permitted on any lot. Temporary camping trailers may be placed on any lot, provided they are in compliance with Hampshire County and West Virginia laws concerning temporary camping. Temporary camping shall be for no more than four months at a time, and no more than six months per year, for the personal use of the Owner and his immediate family.
- (4) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve months.
- (5) Not more than one single family residence shall be erected on a lot of less than 20 acres. Not more than two residences shall be erected on a lot of 20 acres or more. Residences shall contain a minimum of 1,000 square feet for a single story or ranch style residence and a minimum of 1,400 square feet for a two story residence. Said square foot minimum is of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. All exterior construction must be completed and closed in within 12 months of the commencement of construction. No exterior siding of masonry block or cinder block shall be permitted. Mobile Homes are not permitted.
- (6) Each Lot shall be used for residential/recreational purposes only, and any garage, barn, or guest house must conform generally in appearance and material with any dwelling on said lot.

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

- (A) Home occupations conducted by the occupant.
 - (B) Agricultural uses, including incidental use and the construction of accessory buildings connected with the agricultural use or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.
 - (C) Not more than one head of livestock per three (3) acres and one domesticated animal (excluding dogs and cats) per five (5) acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted. Pets and domesticated animals must be fenced in or otherwise prevented from roaming.
- (7) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulate or remain on any lot.
 - (8) No building shall be erected closer than twenty-five (25) feet from the property line, with the exception that where two or more lots are used together for the construction of one dwelling, then the said twenty-five (25) foot setback shall apply only to the outside lines.
 - (9) All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia State Health Department, Hampshire County Health Department, and any other government agency regulating the installation of sewage disposal systems.
 - (10) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.