

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
LOTS 2 – 25 OF SUGAR GROVE FARM**

STATE OF WEST VIRGINIA
COUNTY OF GRANT; to-wit:

KNOW ALL MEN BY THESE PRESENTS: THE FOLLOWING DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR LOTS 2 – 25 OF SUGAR GROVE FARM is executed by Edward V. Pickford, and Sherree Pickford, husband and wife, (hereinafter called “Developers”), with their address at Maysville, West Virginia.

WITNESSETH:

WHEREAS, Developers are the owners of several tracts or parcels of real property located in Grant County, West Virginia, one of which is known as SUGAR GROVE FARM (hereinafter referred to as the “Development”, more particularly described on that certain Plat prepared by David W. Jopling, and supervised by Curtis E. Keplinger, Surveyor, L.L.S. 518, of L. & W. Enterprises, Inc., Petersburg, West Virginia, dated the 27th day of March, 1987, and which is recorded in the office of the Clerk of the County Commission of Grant County, West Virginia in Plat Book ___, at page ___. Said Sugar Grove Farm is divided into Lots, said Lots are more particularly described on the above referenced Plat; and as my hereafter be recorded from time to time by Developers in the office of the Clerk of the County Commission of Grant County, West Virginia (the Clerk’s Office); and

WHEREAS, Developers desire to create and establish a uniform plan of development for SUGAR GROVE FARM and to sell and convey Lots 2 – 25 within the Development, which will be located in the area shown on the above referenced Plat, and before doing so desire to impose upon them actual and beneficial restrictions, covenants, easements, equitable servitudes, charges, user fees, assessments, and liens under a general plan of development and improvement of the Development for the mutual enjoyment, convenience, protection and benefit of Lots and the Owners of said Lots, present and future; and

WHEREAS, it is expressly understood that the said protective covenants, conditions, and restrictions shall not apply to any real estate not designated and described as Lots 2 – 25 of Sugar Grove Farm as described on the above referenced Plat and mad a part hereof. Specifically Lot 1, of Sugar Grove Farm is not subject to the herein described covenants and restrictions, said Lot 1, being separate and distinct from Lots 2 – 25, and to be made subject to different covenants and restrictions at a later date. Nothing contained in this Declaration shall be construed as limiting or restricting the Developers in the development of any other lands owned by them, that are not subdivided and designated as Lots 2 – 25 of Sugar Grove Farm, and shown on the aforesaid Plat, or recorded in the aforesaid Clerk’s office as Supplemental or Additional Exhibits to this Declaration. Edward Pickford, and/or Sherree Pickford shall not, by way of example but not by limitation, be limited in its use or sale of other portions of real estate for hotel, lodge, resort, recreational, entertainment, or similar purposes, nor shall these covenants, conditions, and restrictions be deemed to prevent the erection and sale of multifamily units, townhouses, condominiums, or co-operative units or the sale of land, lots, tracts or portions thereof designed for such use in any overall master land plan to be adopted by the Developer.

NOW THEREFORE, Edward V. Pickford and Sherree Pickford, husband and wife, do hereby declare and establish that the following covenants, and restrictions and easements shall constitute covenants to run with the land in said Lots 2 – 25 of Sugar Grove Farm.

1. No tract shall be subdivided or its boundary lines changed, and not more than one single family residence shall be erected on any one Lot.
2. No residences, buildings, facilities, or other structures, or any additions thereto shall be erected, or the erection thereof begun, on any Lot until the site plans and specifications, and building plans and specifications shall have been presented to and approved in writing by the Developers, their successors and assigns. Said plans and

specifications shall be submitted to the Developers, their successors and assigns at least thirty (30) days prior to the intended construction date. The following rules and regulations shall govern the approval of building plans and lot improvement:

- a. No building shall be erected closer than 50 feet to any street or road, nor closer than 30 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for construction of one dwelling and said lots considered as a single unit as herein stated, then said 30 feet set back shall apply only to outside lines.
 - b. In order to assure that houses or structures will be located with regard to the topography or relation to wooded area of each individual lot, the Developers reserve the right to control the site and location of any house or other structure upon any one or more Lot, provided however, that such location shall be determined only after reasonable opportunity is afforded the Lot owner to recommend a specific site.
 - c. The construction of any residence or other building on property herein described shall use as a minimum standard of quality the requirements set forth by Farmers Homes Administration.
 - d. The minimum of living space of the first floor of any single family two story dwelling shall be 800 square feet. The minimum area of living space of any single family single or two story dwelling shall be 1000 square feet. Living space as used herein shall not include basement, garage, or porch.
 - e. The exterior of all residences and other buildings shall be of natural wood, or stone.
 - f. All roofs of residences and other buildings shall be of approved natural earth tone asphalt shingle.
 - g. Carports are forbidden.
 - h. All utilities from utility rights of way to residences or other buildings shall be underground.
 - i. No trees measuring six (6) inches or more in diameter at three feet above ground level may be removed without the written approval of the Developers, unless said tree is within ten (10) feet of the residence or other approved building.
 - j. All exterior construction of residences and any additional buildings must be completed and closed in within one (1) year of the commencement date of construction.
 - k. Final approval of all plans and specifications, including the waiver of certain requirements, is reserved to the Developer.
3. All of said lots shall be used for residential or recreational purposes only, and any garage or building other than the residence building must conform generally in appearance and material with any dwelling on the said lot; no business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock, sheep, swine or poultry shall be kept or raised on said lot; providing, however, pets, including personal riding horses and cattle not to exceed one (1) per two acres may be kept, if proper fencing and suitable facilities are constructed and such animals do not violate provisions contained in Covenant No. 15.
4. The Developers reserve unto themselves, their heirs, successors and assigns, the following easements upon, over, through, along, or under each Lot, together with the right of ingress and egress, to the extent reasonably necessary to exercise such easements:
- a. An easement for the construction, maintenance, upkeep, and repair of the roadways and rights of way, the location or locations therefore are shown on the afore referenced Plat of Sugar Grove Farm.

- b. An easement to construct, install, erect, operate, maintain, and remove all utility poles, conduits, cables, pipes, transformers, lines and other equipment necessary for electrical, television cable, and/or telephone service to the Lots herein described, including, but not limited to the accessory right to cut, trim, or remove trees, shrubs, or plantings wherever necessary.
- c. An easement to excavate, construct, install, maintain and remove water and sewer lines, pipes, and all other equipment necessary for water and sewage service to the Lots herein described.
- d. An easement for non-exclusive, perpetual access for ingress and egress across all private roads, access roads, to and from all Lots, and all Improvements, and undeveloped lands belonging to the Developers.
- e. An easement for the purpose of cutting, filling, drainage, and maintenance of slopes and drainage courses.
- f. An easement to submit all or any part of the Development to a local public service district.
- g. Developers further reserve for themselves, their successors and assigns, the right to establish and grant such additional easements, reservations, exceptions, and exclusions, consistent with the ownership of the Development and in the best interest of the Owners in order to serve the entire Development.

All easements reserved for the purposes of utility operation shall be limited to a strip of land fifteen (15) feet wide at any point along the side, rear, and thirty (30) feet on front lines of any of said lots. Paragraph 4 of this Declaration shall not be construed to be an obligation of the Developers to provide or maintain any such utility services.

5. No signs, including "For Sale" signs shall be displayed to the public view, except that one (1) sign of not more than two (2) square feet, showing the owner's name and the name of the residence shall be permitted on a Lot. In no event shall said sign measure more than three (3) feet in length, height, or width.

6. Prior to the occupation of any residence situate on the herein described Lots, the owner thereof shall, at his/her expense, drill a usable well for drinking water, and shall install a septic tank and drainage field or sewage disposal system. All toilets, septic tanks, sewage and waste disposal system constructed on said lots shall conform to the rules and regulations of the West Virginia State Health Department; further, activities or use of said lot shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said lot.

7. No house trailers, trucks, bus, dilapidated cars or unsightly vehicles of any type or description may be stored, used for buildings, left or abandoned on said lots.

8. It is agreed that as soon as seventy-five percent (75%) of the tracts have been sold in this development, or sooner, in the exclusive determination reserved unto the Developers, a non-stock property owners' association, to be known as the "Sugar Grove Farm Homeowners Association", shall be formed with one membership, one vote, for each property owner, and that this Association shall establish reasonable annual assessment charges for road maintenance and other maintenance relative to a development of this type.

Each and every purchaser and lot owner for himself, his heirs and assigns, agrees and covenants that they shall become a member of the "Sugar Grove Farm Homeowners Association" and shall be bound by the "By-laws" of the Association from time to time in effect and rules and regulations imposed by said Association.

9. The roadways or rights-of-ways constructed on the property herein conveyed are for the use in common of the Developers, their Grantees, and their respective heirs, successors and assigns. Each Owner of a Lot in said Development shall have a non-exclusive perpetual easement for ingress to and egress from his lot over and across all private roads, and access roads, subject to such Owner being current with all Assessments due to the Developers, or the Homeowners' Association.

There is reserved to the Developer, and/or the Sugar Grove Farm Homeowners Association the right to dedicate and transfer all or any part of the roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Developers and/or the Association.

10. Each and all Owners of a Lot in Sugar Grove Farm shall be required to pay a Road Assessment for each Lot owned. Such Assessments shall provide for the following:

- a. Reasonable construction, use, maintenance, expansion, removal of the private, common access roads within the Development.
- b. Snow removal on the private, common access roads within the Development.

All assessments, including any pro-rata shares of said assessments shall be collected by and paid to the Developers beginning calendar year January 1, 1987 – December 31, 1987. At the creation of the Sugar Grove Farm Homeowners Association, said assessments shall be collected by and paid to the Homeowners Association. The assessment for the calendar year January 1, 1987 – December 31, 1987 shall be \$100.00 per tract. Said assessment may be increased or decreased by the Homeowners Association for following years in accordance with the current maintenance and improvement costs and future needs of the development.

All assessments shall be due and owing on the 1st day of January of each calendar year, and if unpaid shall be a lien upon the property against which each such assessment is made, and the Developers or the Homeowners Association shall have the right to sue for and collect any assessment, together with interest, properly assessed under this covenant.

11. Only licensed four-wheel vehicles may be used on the roadways or right-of-ways in said Development; except that vehicles such as motorcycle, dirt bikes, three or four wheeler, ATV's, or recreational vehicles may be used for the sole purpose of ingress and egress to the tract site.

12. No firearms shall be discharged within Sugar Grove Farm Development.

13. No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained, or occupied on any lot; provided, however, that intermittent camping on said tract by the tract owner will be permitted for a period of two (2) years from date of purchase from the Developers with the specific and expressed understanding and agreement that all vehicles and camping equipment will be taken with and removed by the tract owner when departing said tract after each camping visit, unless otherwise permitted in writing by Developers.

14. No tract 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 tract. Said rubbish, garbage, or other waste shall be kept in sanitary containers, 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 Developers to provide garbage or trash removal services.

15. No obnoxious or offensive use shall be made of any tract, nor shall any offensive trade or activity be carried on upon any tract, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance.

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

17. Each tract owner shall be required to construct all utility service lines from the nearest electric pole to any dwelling structure on the tract by an underground entry unless waived by the Developers.

18. 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 a period of twenty-five (25) years from July 1, 1987, after which time said covenants shall be automatically extended from successive periods of ten (10) years unless an instrument signed by a majority of the then owned of Lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. No restriction or covenants herein is intended to be used nor shall any restriction or covenant be used by any tract owner or the Developers to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser upon resale by a tract owner, upon basis of race, creed, color, or national origin.

19. Nothing herein is to be construed to prevent the Developers from amending or placing further restrictions or covenants, or easements, on Lots 2 – 25 Sugar Grove Farm which have not been conveyed by it.

20. In the event of a violation or breach of any of the covenants or restriction by any property owner, or agent of such owner, the owner of tracts in the development, or any of them 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. In addition to the foregoing, the Developers shall have the right, whenever a breach, or violation, or attempted breach shall have occurred, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any right, reservation, restrictions or condition contained in these covenants and restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect their enforcement.

21. The invalidation of any Court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions and they shall remain in full force and effect.