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INST. 47100
NO. 205 428

HIGH POINT - MEADOWS SECTION
PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS

The protective covenants, restrictions and reservations applicable to HIGH POINT - MEADOWS SECTION are herein set out.

Lysle Trenton Veach, Jr. and Kimberly D. Veach, hereinafter called "DEVELOPERS," dab HIGH POINT, a planned residential community, situate on Ridge Road, North of Petersburg, Grant County, West Virginia, hereby makes and executes the following Declaration of Protective Covenants, Restrictions and Reservations as to that portion of said land which will be subdivided and sold to individual tract purchasers known as HIGH POINT - MEADOWS SECTION. It being expressly understood and agreed by such tract purchasers that the said Protective Covenants, Restrictions and Reservations shall not apply to nor shall anything herein contained be construed as limiting or restricting DEVELOPERS of HIGH POINT in any other section that is not subdivided and designated HIGH POINT - MEADOWS SECTION. Nothing contained herein shall require or prohibit DEVELOPER from placing more or less stringent protective covenants, restrictions and reservations on any or all of said other sections of HIGH POINT, which may be designated. In no event shall the doctrine of reciprocal negative covenants or similar doctrines be applicable to the remainder of HIGH POINT, or other properties owned by DEVELOPER or acquired by DEVELOPER in the future.

It is hereby declared by "DEVELOPER", that the following covenants, restrictions, reservations and easements shall constitute covenants to run with said land in said HIGH POINT - MEADOWS SECTION.

1. Nothing but one single family private dwelling designed for occupancy by one family shall be erected on any tract in said MEADOWS SECTION nor shall said premises be used for any purpose other than private residential purposes, but the renting or leasing of a private dwelling shall not be considered commercial use, provided, however, that nothing herein contained shall be construed to prevent the use of one building site on two or more tracts, or the use as a building sites of portions of two or more tracts.

2. No buildings, facility, or other structure, or any additions thereto shall be erected, or the erection thereof begun, on any tract until the plans and specifications thereof shall have been first presented to and approved in writing by DEVELOPERS, ITS SUCCESSORS OR ASSIGNS. All residences must contain a minimum of 1000 square feet of living space excluding basement, porches, garages or carport.

3. The building plans and exterior architectural design of all houses and buildings on each tract shall

be subject to the written approval of DEVELOPERS. All residences must have a permanent masonry perimeter foundation.

4. No building, fence, hedge, drive or other structure shall be erected, placed or altered on any tract until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved by DEVELOPERS, its successors and assigns. No alterations in the exterior appearance of any building or structure shall be made without like approval of DEVELOPERS. One copy of all plans, specifications and related data shall be furnished DEVELOPERS for its records.

5. That only split rail fencing or natural hedges, or a type or design as approved by DEVELOPERS, shall be permitted along the boundary lines of said tracts; that no fencing or hedges shall be constructed or planted closer than 15 feet from the edge of any roadway in said MEADOWS SECTION provided, however that chain link fencing erected for the protection of children or pets, or for other purposes may be permitted within a reasonable area to the rear of any dwelling house. In no circumstances shall woven wire or barbed wire be permitted within MEADOWS SECTION.

6. No residence may be constructed closer than 75 feet to the center of any roadway and no closer than 25 feet to any property line. In order to assure that houses or structures will be located with regard to the topography or relation to each individual tract, DEVELOPERS reserves unto itself, its successor and assigns, the right to control the site and location of any house or dwelling or other structure upon any one or more tracts, provided, however, that such location shall be determined only after reasonable opportunity is afforded the tract owner to recommend a specific site.

7. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

8. No excavation of stone, gravel, or earth shall be made upon any tract except for basements, cellars, retaining walls, landscaping and driveways. All other excavations or removal of earth or material or deposits of earth or material on any tract shall not be commenced without first obtaining written approval of DEVELOPERS.

9. Within one (1) month after completion of a dwelling on a tract, said tract shall be landscaped, including the seeding of bare earth, in a workmanlike manner.

10. Each tract owner shall construct and maintain suitable and adequate parking space on his tract for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said MEADOWS SECTION.

11. That DEVELOPER has entered into an agreement with the Grant County Public Service District and will

lay pipe to bring water from the said Public Service District to the boundary line of said tracts in MEADOWS SECTION; that each tract owner shall be responsible for any necessary construction fees; As well as all public utility fees and changes connected with construction of a residence. Furthermore, no wells shall be drilled on the individual tracts in said MEADOWS SECTION.

12. That before any dwelling on any tract is occupied, the owner thereof shall, at the owner's expense install a septic tank and drainage field or sewage disposal system approved by the Department of Health of the State of West Virginia, or other health authority having jurisdiction of such matter. Said septic tank, drainage field INCLUDING any reserve area, or other disposal system shall be installed in accordance with lawful rules and regulations established by the Department of Health of the State of West Virginia; further, that ANY activity or use of said tract shall not pollute or case waste to any spring, drain or stream situate on or traversing said tract.

13. No single section manufactured house, travel trailer, motor home, bus, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.

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 DEVELOPER to provide garbage or trash removal services. Vehicles on blocks, unlicensed, or abandoned vehicles shall not be permitted.

15. No fowl, swine, cattle, sheep, goats or other domestic or wild animals shall be kept or maintained on any tract. This restriction shall not apply to dogs, cats or other small domestic animals, generally considered to as pets, so long as said dogs, cats, or other small animals are of an inoffensive nature and are not kept for breeding or maintained for commercial purpose. Any domestic pet shall be maintained by its owner and not permitted to run at large.

16. 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.

17. No sign of any kind on a tract shall be displayed to the public except that one (1) sign of not more than two (2) square feet, showing the owner's name shall be permitted on a tract; excepting the standard size "FOR SALE" sign.

18. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each tract, for the construction, maintenance, upkeep and repair of the roadways and rights of ways, the locations or locations

therefor are as shown on the plat of HIGH POINT - MEADOWS SECTION, recorded as aforesaid in the Grant County Clerk's Office; that DEVELOPER agrees to maintain said roadways with gravel only and no other form of surface material; that the use of said roadways and rights of ways shall be in common by the tract owners, DEVELOPER and their respective heirs, successors, invitees and assigns.

19. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits and other suitable equipment for the conveyance of electricity, catv and use of telephone equipment, water or other public conveniences of utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within fifteen (15) feet adjacent to any roadway or right of way, and ten (1) feet on each side of any tract's other boundary lines; providing, however, the fifteen (15) foot easement for any lines adjacent to a roadway or right of way would commence at the edge of any roadway or right of way and not at the centerline thereof; and DEVELOPER may further cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any agent, employee, or licensee of DEVELOPER, but this reservation shall not be considered an obligation of DEVELOPER to provide or maintain any such utility or service.

That each tract owner shall be responsible for and required to construct all utility service lines from the nearest utility access to any dwelling structure on the tract by an underground entry.

20. No tract shall be subdivided, or its boundary lines changed in any way.

21. That no trapping of any wildlife or game animals for business or pleasure is permitted in HIGH POINT, further that no hunting or discharging of any firearms shall be permitted in said subdivision.

22. That nothing herein is to be construed to prevent DEVELOPER from amending or placing further provisions or covenants as easements on any tracts in said MEADOWS SECTION which have not been conveyed by it.

23. Each lot owner or owners, their heirs or assigns, agree to pay to DEVELOPER, his heirs or assigns or such legal entity as may be hereafter designated by DEVELOPER, his heirs or assigns, a fee of one hundred dollars (100.00) per lot, per year, which said funds collectively shall be used for road maintenance and repair, drainage control, beautification projects and any other projects which may be necessary or desirable. That first annual payment shall be due July 1, 1994, a like payment is due on same date of each succeeding year. Rates will be prorated as necessary.

As to said MEADOWS SECTION, it is agreed that as soon as a sufficient number of tracts have been sold in this development, this determination to be the sole and exclusive right reserved unto DEVELOPER, a non-stock property owners' association, to be known as the "HIGH

POINT PROPERTY OWNERS' ASSOCIATION, INC.", shall be formed with one membership, one vote, for each tract, and that this Association shall establish reasonable annual assessment charges for common areas, road maintenance and other maintenance relative to a subdivision of this type. All lot owners, in accepting a deed or contract in HIGH POINT or by assuming ownership thereof, shall become a member of , and subject to the obligations and bylaws of the Association. Tracts not yet conveyed by DEVELOPER shall not be subject to assessment.

24. That DEVELOPER may, in its discretion and upon the organization of the Property Owners' Association, transfer to a duly elected or appointed representative building designs, dwelling locations, fence designs and other rights as retained by DEVELOPER within these restrictions and conditions. Further, that any actions taken and permission granted by DEVELOPER prior to the transfer of such authority shall be binding upon said building committee and Association.

25. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from October 1, 1993, and after which time said covenants shall be automatically extended for successive periods of ten (1) 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. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner or DEVELOPER 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.

26. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of tracts in the neighborhood or subdivision, 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, DEVELOPER shall have the right, whenever there shall have been built on any tract in the sub-division any structure which is in violation of these restrictions, 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, reservations, restriction or condition contained in the Declaration of Protective 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 shall not bar or affect its enforcement.

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27. The invalidation by 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.

By sales contract and the below signatures, the undersigned acknowledges receipt of a copy of the within Protective Covenants, Restrictions, and Reservations and has been informed that same are Covenants, Restrictions, and Reservations running with the tracts in MEADOWS SECTION of HIGH POINT, a planned residential community.

Dated this the 17th day of
December, 19 98.

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

The undersigned, Lysle Trenton Veach, Jr. and Kimberly D. Veach, being duly sworn says as follows: That the within Protective Covenants, Restrictions and Reservations shall by reference be incorporated in and made a part of all deeds executed by Lysle Trenton Veach, Jr. and Kimberly D. Veach dba HIGH POINT, its successors or assigns, for tracts of land designated and situate within MEADOWS SECTION of HIGH POINT, that same be and constitute covenants to run with said land.

Lysle Trenton Veach, Jr.
Lysle Trenton Veach, Jr.
Kimberly D. Veach
Kimberly D. Veach

Taken, subscribed and sworn to before the undersigned authority this 17th day of December, 1998.

My commission expires July 24, 2005.



Glenda S. Martin
Notary Public.

State of West Virginia, Grant County, to-wit:

On the 17th day of January, 19 99, this Protective Covenants and Reservations with the certificates thereon annexed, was filed in the Clerk's Office of the County Commission of Grant County, and admitted to record at 2:39 P.M.. Fee \$ 4.00 paid

Attest:

Harold J. Shieffa Clerk
County Commission, Grant County, West Virginia