

42355

HIGH MEADOWS
DEED COVENANTS

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This declaration of easements, protective covenants, and beneficial restrictions shall run with the land and shall be referenced as part of every contract of sale and conveyance of title.

1. Each owner shall have an easement over the roads of the subdivision for access to and from State Road 10, Grassy Lick Road to his lot within the subdivision and to and from the pond area at High Meadows for the purpose of ingress and egress.
2. Maintenance and repairs to said roadways and common area within the subdivision shall be performed on a continuing basis by the High Meadows Property Owners Association. The maintenance fee shall be \$30.00 annually, with a one-time initial membership fee (to be used for organizational and administrative purposes) of \$10.00 per lot owner. The annual fee, however, is payable per lot owned and does not apply to the unsold inventory of the developer. The road maintenance fee shall not be increased by more than the C.P.I. per year.
3. The developers reserve unto themselves, and in behalf of the said Association, their heirs and assigns, an easement or right of way over, under or through a twenty foot strip of land along every lot line of every lot in the subdivision for the purpose of facilitating the granting of rights of way for maintenance and utilities.
4. No commerce or business of any type is allowed within the subdivision. No signs of any kind are permitted except directional and informational signs of the developer and name and lot number signs of the several owners.
5. Single-wide mobile homes are NOT ALLOWED to be utilized on or upon the following lots: Those adjoining Plum Drive. However, motor homes, camping trailers and camping in general is permitted on each and every lot within the subdivision. No buses, trucks, old cars or unsightly conditions will be permitted to exist on any lot if deemed to be left, stored or abandoned. The Owners Association reserves the right to promulgate and implement additional rules and regulations from time to time. Modular double wide homes with wood or simulated wood siding and asphalt roofing are allowed on the lots listed in this paragraph.
6. Sewerage and waste systems shall conform to West Virginia regulations.
7. No structure of any kind shall be built within twenty-five (25) feet of any property line without written variance from the Property Owners Association. No driveway or access to any lot may be built across a road ditch without the installation of an appropriate culvert to divert storm water runoff and protect the roads from washout. Failure to conform to appropriate culvert installation, which causes road damage shall be the responsibility of the owner of said lot(s).
8. No discharge of firearms or hunting is permitted within the subdivision.
9. These covenants may be amended by two-thirds vote of the members in good standing, or by the developer provided such change, modification, or amendment is duly recorded among the land records of Hampshire County, West Virginia. The Property Owners Association shall be formed in Spring, 1987, and the organizational meeting shall be called by the developer. Voting at meetings shall be on the basis of one vote per lot owned and a simple majority shall prevail on all questions except fees and deed covenant changes as indicated above.

10. Property owners may keep livestock (horses, cows, goats or sheep only) up to a maximum of 2 head of livestock per acre. Chickens, ducks, or other domestic fowl are permitted to a maximum of 12 fowl. No commercial husbandry is allowed.
11. Determination by any court of competent jurisdiction that any provision herein is invalid for any reason whatever, shall not affect the validity of the balance of these provisions or regulations of the Property Owners Association.

(These covenants contain 11 paragraphs)

IN WITNESS WHEREOF, The undersigned has caused these presents to be signed by Peter Price of SOUTH BRANCH LAND CORPORATION, A WEST VIRGINIA CORPORATION, and its corporate seal affixed hereto by its proper officer thereunto duly authorized on this the 11th day of September, 1986.

SOUTH BRANCH LAND CORPORATION
A WEST VIRGINIA CORPORATION

BY: Peter Price

ITS: PRESIDENT

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

I, DEADRE K. RINKER, a Notary Public in and for the aforesaid County and State do hereby certify that Peter Price of South Branch Land Corporation, a West Virginia Corporation, has acknowledged the same before me in my County and State on this the 11th day of September, 1986.

My Commission Expires: June 12, 1994

Commissioned as: Deadore K. Strawn * Deadore K. Rinker NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY: ROYCE B. SAVILLE
ATTORNEY AT LAW,
95 W. MAIN STREET, P.O. BOX 2000,
ROMNEY, WV 26757

STATE OF WEST VIRGINIA, County of Hampshire, to wit:

Be it remembered that on the 25th day of November, 1986, at 11:54 A M., this Deed Covenants 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 Zeller
County Commission, Hampshire County, W. Va.