

DECLARATION OF PROTECTIVE COVENANTS,  
RESERVATIONS AND RESTRICTIONS PERTAINING  
TO LOTS IN QUAIL VALLEY ESTATES, BLOCK 1,  
SECTION 1, IN EAST RIVER DISTRICT, MERCER  
COUNTY, WEST VIRGINIA

WHEREAS, The New Hope Development Corp., a Corporation,  
is the owner of a tract or parcel of land consisting of 40.78 acres, more  
or less, in East River District, Mercer County, West Virginia, described  
in a deed dated May 22, 1972, executed by Anice Gott, et al., which is of  
record in the Office of the Clerk of the County Court of Mercer County,  
West Virginia, in Deed Book 484, at Page 780; and

WHEREAS, the said The New Hope Development Corp., a  
Corporation, has laid out and subdivided said tract or parcel of land into  
lots and streets as shown upon a Map entitled, "Quail Valley Estates,  
Block 1 - Section 1 Located Princeton, West Virginia Mercer County  
Faulkner Engineering, Inc. Princeton, West Virginia Date: July 27,  
1972 Scale: 1" = 50' Developed by the New Hope Development Corporation",  
which is of record in said Clerk's Office as Microfilm Plat No. 5006; and

WHEREAS, the said The New Hope Development Corp., a  
Corporation, has deemed it necessary to impose restrictions upon the  
lots or parcels of land shown upon said map.

NOW, THEREFORE, THIS INDENTURE, WITNESSETH:

That the said The New Hope Development Corp., a Corporation,  
does hereby certify that all of the lots shown upon said map of Quail Valley  
Estates, Block 1, Section 1, shall be subject to the following restrictions  
and conditions, to wit:

Delivered  
by M. Smith  
Per - W. B.  
8-25-72

PART A. PREAMBLE

Quail Valley Estates, Block 1, Section 1  
Princeton, West Virginia

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA.

The residential area covenants in Part C in their entirety shall apply to Quail Valley Estates, Block 1, Section 1.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part G.

### C-3. DWELLING COST, QUALITY AND SIZE.

All dwellings shall be of a quality comparable with others in the area. Approval shall be as in Part C-2 above.

### C-4. BUILDING LOCATION.

A. The normal location of a building from the front lot line or side street line shall be 30 feet. Where the topography is unusual, the setback may vary to a minimum of 20 feet. Approval shall be as in Part C-2.

B. No building shall be located nearer than 10 feet to an interior lot line.

C. All residences shall maintain 200 square feet of their property for off-street parking.

D. All clothes lines shall be located to the rear of the main dwelling house except by approval of Architectural Control Committee.

E. All improvements under construction within Quail Valley Estates must be completed within one year from the time of beginning.

*Rev.*  
F. ~~If construction has not commenced within three years from date of purchase, The New Hope Development Corp. has the option to repurchase lot at original sale price plus three (3) percent per annum.~~

G. All improvements are to be comparable to others in immediate area.

H. All lots and parcels of land within Quail Valley Estates must be maintained in an orderly manner and kept in reasonably good

appearance and upon failure of the owner or occupier to accomplish such maintenance, Quail Valley Estates Maintenance Association may perform the same and assess the cost to the owner.

C-5. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-7. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-9. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for

rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-10. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. PARK AREA COVENANTS

D-1. In the event that The New Hope Development Corp. should designate certain areas of this Subdivision for recreational purposes, this Association may accept title to the same and maintain such areas for the use and benefit of the Subdivision.

PART E. CIVIC AREA COVENANTS

(NONE)



PART F. BUSINESS AREA COVENANTS

(NONE)

PART G. ARCHITECTURAL CONTROL COMMITTEE

G-1. MEMBERSHIP.

The Architectural Control Committee is composed of three. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of the Association may at any time, by majority vote, fill vacancies existing in the Architectural Control Committee and shall have power to change the membership of said Committee at any time.

G-2. PROCEDURE.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART H. GENERAL PROVISIONS

H-1. TERM.

These covenants are to run with the land and shall be binding

on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

#### H-2. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

I-1. Each original owner and each successive owner of each lot shall, by accepting title thereto, become a member of Quail Valley Estates Maintenance Association, a non-profit, non-stock corporation, whose purpose is to maintain the streets, roadways, sidewalks, servicewater drainage pipe lines, mains, open drains, ditches, and a street lighting system of Quail Valley Estates. This property owners maintenance association shall have the power to levy dues and assessments against its members for the purpose of financing the repair and maintenance of the said facilities in accordance with the by-laws of said Association.

I-2. The said The New Hope Development Corp., a Corporation, for each lot owned by them, hereby covenant and each purchaser of a lot covenants and agrees to pay the dues and assessments as provided in the by-laws and further agree that said dues and assessments shall be a charge on the land and shall be a continuing lien upon the property against which the dues and assessments are made.

I-3. A conveyance by deed will be made to the Association, granting unto it the streets, roadways, alleys, sidewalks and surface water drainage pipe lines, mains and drains.

I-4. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.

I-5. Assessments and collections of the stated amount or rate of the assessment and the basis of the assessment shall be on a square foot basis.

I-6. Covenant for maintenance assessments.

Section 1. Creation of the lien and personal obligation of assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such



assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area, and of the homes situated upon the properties.

Section 3. Basis and maximum of annual assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be Fifty Dollars (\$50.00) per lot.

(a). From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b). From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c). After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy

at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Quorum for any action authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of commencement of annual assessments; Due dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of

Directors. The association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer

shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) common areas; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of West Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

PART J. ATTEST

J-1. All of the foregoing matters shall be incorporated by reference hereto in deeds to lots in said Quail Valley Estates, Block 1, Section 1, and shall be as binding and as effective as though set out verbatim in said deeds, it being understood that each of the foregoing items shall be referred to and hereto become part and parcel of every such deed.

IN WITNESS WHEREOF, The New Hope Development Corp., a Corporation, has caused these presents to be signed by its authority duly given this 16<sup>th</sup> day of August, 1972.

THE NEW HOPE DEVELOPMENT CORP.,  
a Corporation

By Rodney Keshner (SEAL)  
Its President



ATTEST:

J. H. Bay Jr.  
Secretary



STATE OF WEST VIRGINIA,  
COUNTY OF MERCER, to-wit:

I, Betty J. McMullin, a Notary Public within and  
for the County and State aforesaid, do certify that Redney Keckling,  
who signed the foregoing writing for The New Hope Development Corp.,  
a Corporation, as its President, bearing date the \_\_\_\_ day of August,  
1972, has, this day, before me, in my said County and State, acknowledged  
the same to be the act and deed of said Corporation.

Given under my hand this 16th day of August, 1972.

My commission expires October 18, 1973.

Betty J. McMullin  
Notary Public

Commissioned as Betty J. Webb

WEST VIRGINIA:  
IN MERCER COUNTY COURT CLERK'S OFFICE  
this AUG 17 1972 11:15 AM  
the foregoing writing was presented in said  
office and duly admitted to record therein.  
Teste: James C. Farley Clerk