

Baker Hardy Co.



Meadow Hills

Meadow Hills Property Owners Association

HOA
300 per yr

Protective Covenants

Amended and Restated: February 1, 2007

A. Whereas: Meadow Hills Property Owners Association, a West Virginia Corporation established for the purpose of establishing and maintaining protective covenants for all that real estate recorded in the Clerk's Office of the County Commission of Hardy County, West Virginia by Melbourne Properties Incorporated on August 20, 2002 in Map Book 6 at Page 89 to which reference is hereby made, and said real estate being part of the same real estate conveyed to Melbourne Properties Incorporated by Deed dated August 29, 2001 and recorded in Deed Book 262 at page 273 to which reference is also made and both those parcels hereinafter referred to as "Meadow Hills or Meadow Hills Subdivision."

B. Whereas: By a vote of not less than 75% of its membership, Meadow Hills Property Owners Association does hereby amend and restate the Protective Covenants for the real estate referred to above on February 1, 2007 to read in its entirety as follows:

All lots in Meadow Hills Subdivision 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 of the lots:

ARTICLE I DEFINITIONS

- (1) "Association" shall mean and refer to Meadow Hills Property Owners' Association, 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 part of the property, including contract sellers, but excluding those having such an interest merely as security for the performance of the obligation.
- (3) "Property" shall mean and refer to that certain real property described above and such conditions thereto as may hereafter be brought within the jurisdiction of the Association.
- (4) "Lot" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.

ARTICLE II MEMBERSHIP, VOTING RIGHTS AND OBJECTIONS

- (1) Every owner of a lot, including re-subdivided lots, shall be a member of the Meadow Hills Property Owner Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All property owners 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) members. The Board of Directors shall be elected by the lot owners. The meeting of the members shall be held at a suitable place to be designated by the Board of Directors in Hardy County, West Virginia.
- (3) The Meadow Hills 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 are not 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 Meadow Hills Subdivision.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENT

- (1) Each owner of a Lot within Meadow Hills shall pay an annual assessment for the reasonable construction, use, and maintenance, and expansion of the roads and common areas. In no event shall the average common expense liability of each lot, exclusive of optional user fees of any insurance premiums, exceed the allowable sum, pursuant to the provisions of the West Virginia Code Section 36B-1-114. 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. The Meadow Hills Property Owners Association 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 Meadow Hills Property Owners 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 Meadow Hills 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 2001, 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 of 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 any 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 Property Owners Association may bring an action at law against the owner personally obligated to pay same.
- (4) 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 Landowners 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 areas (said signs must comply with Hardy County Ordinances relating to the erection of signs), except for directional and informational signs provided by the Association.
- (2) No lot may be subdivided into new lots of less than 10 acres.
- (3) 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 of 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. No owner of any lot shall disturb any wetlands existing on any lot without first securing all permits required from all Federal, State or local governmental agencies.
- (4) 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 Hardy 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.
- (5) 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 case, for a period not to exceed twelve months.
- (6) Not more than one single-family residence shall be erected on a lot. 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. It is the responsibility of the property owner to ensure the appropriate permits and inspections have been obtained per West Virginia and Hardy County law. All exterior construction must be completed and closed within 12 months of the commencement of construction. No exterior siding of masonry block or cinderblock shall be permitted. Guest Homes are permitted provided they comply with the size and siding requirements and that they are not occupied on a permanent basis. Mobile Homes are not permitted.

- (7) 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 agriculture or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings shall not be use for temporary sleeping or camping quarters.

(C) Not more than one head of livestock per three acres and one domesticated animal (excluding dogs and cats) per five acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association, provided that no pigs or pig pens are allowed with 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.

- (8) 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.

- (9) 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.

- (10) All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia State Health Department, Hardy County Health Department, and any other government agency regulating the installation of sewage disposal systems.

- (11) 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.
- (12) Where the centerline of roadways or rights of way serve as the property line of a lot, then the twenty foot wide easement herein otherwise reserved, shall exclude any portion of the lot included in the roadways or rights of way, and extend instead, across the remainder of the lot bounding on said roadways or rights of way.
- (13) Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and any common facilities, including public utilities, in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the Property without advanced written permission of the Association. The Association shall be solely responsible for the maintenance of the subdivision roads and common areas.
- (14) Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.
- (15) If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Meadow Hills Property Owners Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.
- (16) Hunting within the borders of Meadow Hills must be within West Virginia rules and regulations for hunting.
- (17) The Association, by a vote of two-thirds (2/3) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.

ARTICLE V GENERAL PROVISIONS

- (1) In the event state, local government, and utility companies, requires the installation of a public utility system within the area of which the subdivision is part, the grantee or grantees, by the acceptance of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.
- (2) The Association or any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the provision of this Declaration. Failure by the Association or by any owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

- (1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75) percent of the lot owners.
- (2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment of Court Order shall in no way affect other provisions, which shall remain in full force and effect.
- (3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural members include the singular.

The original covenants were signed and executed by Richard P. Shackelford, president of Melbourne Properties, Inc., on Oct. 2, 2001. This version was approved by the lot owners (by the signature of a minimum of 75% of as required in these covenants) on May 10, 2007.