

Mailed: 10-1-03
Puell & Puell Attorney @ Law
P.O. Box 440
Martinsburg, W.V.
25402

61826

BOOK 426 PAGE 337

2

4

RESERVATIONS AND RESTRICTIVE COVENANTS
QUIVEY'S GROVE

DATED: September 10, 2003

American Acreage, LLC, is hereby referred to in this document as the "Grantor".

The Reservations and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in Quivey's Grove as described below or claiming under them.

Invalidation of any of the following Reservations and Restrictive Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. **PROPERTIES SUBJECT:** These Restrictive Covenants are applicable to the following described property located in Gore District of Hampshire County, West Virginia.

Lot No. 1 through and including Lot No. 28 of Quivey's Grove as more fully shown on that certain plat prepared by K.F. Snyder and Associates, dated June 2003 and recorded in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in Plat Book 9 at Page 278.

AND BEING the same real estate conveyed to American Acreage, LLC, from Reacon, Inc., by Deed dated August 28, 2003 and recorded in the aforesaid Clerk's Office in Deed Book 425 at Page 739.

2. **HOMEOWNERS ASSOCIATION:** Grantor has incorporated a non-profit, non-stock homeowners association known as the "Quivey's Grove Property Owners Association, Inc.", referred to in this document as the "Association".

A. Every person or entity, which is a record owner of any Lot in the Subdivision shall be a member of the Association and shall be entitled to one (1) vote for each Lot owned, except the Grantor, which shall be entitled to two (2) votes for each lot owned. Non-association members, tenants, guests and lessees, shall also be responsible for abiding by these Reservations and Restrictive Covenants.

B. The roadways and right-of-ways constructed throughout the Subdivision are hereby dedicated to the Association by the Grantor and are for the use in common of the Grantor, lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways. American Acreage reserves an 80' right of way along the lot line between parcels 25 and 26 for any future development.

C. The Association shall maintain the rights-of-ways and roads within the Subdivision and shall assess each Lot on a pro rata basis, amounts necessary for the improvements and maintenance of said right-of-ways, not to exceed \$300.00 per Lot annually, exclusive of user fees and insurance premiums, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114 and 36B-1-203. The road fee shall be \$250.00 until otherwise established by the Association.

i. **EXCEPTIONS:** Initial owners that have purchased more than one (1) parcel and up to three (3) parcels, shall be assessed only one (1) road maintenance fee annually and initial owners that purchase more than three (3) and up to six (6) Lots shall be assessed (2) annual fees, until such a time that a lot is sold or conveyed to anyone other than the original purchaser or a dwelling is constructed on the second or third, etc. additional Lots.

At such a time that dwellings are constructed on the additional Lots or the Lots are sold or conveyed to anyone other than the original purchaser, EACH Lot sold or built upon will be assessed the road maintenance fee.

Grantor shall be exempt from any and all assessments. It is the expressed intention that this subdivision is considered a limited expense liability planned community pursuant to 36B-1-203 of the West Virginia Code Annotated.

- D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Hampshire County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.
3. RESIDENTIAL AND AREA USE: All lots shall be used only for residential and recreational purposes and no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than on single family dwelling of not less than 1,200 square feet exclusive of garage, basement and porch.
- A. Private storage buildings and/or outbuildings may precede the construction of the home. Storage and outbuildings shall be constructed of new wood, metal, stone or brick and shall be kept in good repair.
- B. All exterior construction must be completed and closed within one (1) year of commencement date of excavation.
- C. All driveways joining subdivision roads and right-of-ways must have a minimum 15 inch in diameter culvert.
- D. There shall be no single wide or double wide mobile homes (as they are defined in the West Virginia Code §37-15-2), house trailers, buses or any derivative of the foregoing situated on any Lot as a residence or for storage, either temporarily or permanently. Notwithstanding this restriction, temporary camping shall be permitted on said lots from February 1 through December 31 annually. Only equipment professionally manufactured for this purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.
- E. Improvements constructed for the maintenance of animals as permitted by Item 12 below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the residence and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.
4. COMMERCIAL USE AND NUISANCE: No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained, established or permitted upon any Lot. No obnoxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
5. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way lines or front Lot lines than TWENTY (20) feet or nearer to any side Lot lines or boundaries than TWENTY (20) feet or nearer to any rear Lot lines than TWENTY (20) feet unless a larger setback is established upon the plat of said subdivision. See Item 6 for additional setback information relating to utilities.
6. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land, as follows;

Side and rear: twenty (20) feet wide at any point along the lot lines of each Lot.

Front: twenty (20) feet from lot line.

Perimeter of said development: (20) feet from lot line.

Such utility easements include, but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities. Grantor reserves such additional easements as set forth on the plat of said subdivision.

7. **SEWAGE & WATER:** No dwelling shall be occupied on any Lot unless there is constructed with it, a septic system for the disposal of sewage and a well for water source, each of which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot. Lots are to be served by individual wells and all wells must be placed a minimum of 100 feet from all septic reserve areas.
 - A. No construction, driveways, utilities, swimming pools or structures shall be permitted within sewage disposal areas.
8. **MAINTENANCE:** Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion.
9. **FENCES:** Only fences in aesthetic harmony with the exterior design of the residential development shall be constructed and no fence shall exceed five' (5) feet in height. Fencing located along the roadways must be of wood, PVC or stone construction, while metal fencing may be used along the side lot lines and rear lot lines.
10. **PARKING:** No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-ways or roads of the Subdivision. No on-street parking is permitted by Lot owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets.
11. **ADVERTISING:** No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of a lot address identification sign or a sign offering the premises for sale. The Grantor reserves the right to erect subdivision entrance signs and structures, which shall remain erected on the Lot(s) upon which each is situated unless a majority of the members of the Association vote otherwise. The Association shall repair and maintain such signs and structures along with the right to enter upon the property on which the same are affixed or is reasonably necessary for maintenance.
12. **AGRICULTURE:** No swine, livestock or poultry shall be raised or bred for commercial use on any Lot. Household pets, such as dogs and cats may be kept, provided that they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and property fencing, horses, poultry and livestock shall be permitted on Subdivision Lots for personal use, provided at least one (1) acre per each grazing animal (i.e., livestock, horses) is fenced for the maintenance of said animal. Not more than twenty (20) individual fowl may be kept on any single Lot at any time. Hunting is permitted within the properties, so long as it is done in accordance with West Virginia State Law.

13. FURTHER SUBDIVISION: No Lot shall be further subdivided or its boundary lines changed in any way, except by the Grantor as follows;

A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision Plat, to change the size and shape of blocks, sections and Lots, and the directions and locations of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of a Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without consent of the owner thereof and the approval of the Hampshire County Planning Commission. The relocation of a lot boundary line that does not create an additional lot shall not be considered a sub-division.

14. RESERVATION: American Acreage, LLC, hereby reserves the right for itself, its successors and assigns to also use the roadways and access for utilities within Quivey's Grove and any potential future lots which may be developed by Grantor, it's successors and assigns and will have full use and access of the roads and utilities set forth on the plats of Quivey's Grove. Conda Lee Shanholtz and Wilda Shanholtz, his successors and assigns reserve the right to use development roadways to access the 78 acre tract of land at the southwest perimeter of Quivey's Grove and shall not be obligated to pay any association dues or road maintenance fees.

15. OPTIONAL MODIFICATION AND EXPANSION: American Acreage, LLC, hereby reserves the right to add additional lots to be members of the Quivey's Grove Property Owner's Association, by recording a document among the land records of Hampshire County, West Virginia. Said lots may have modified covenants and restrictions, but will have the same voting rights and expense obligations as those lots in this declaration. Additional roadways may also be added to this declaration and will then become owned by the Association and maintained by the expanded Association. This shall not obligate the developer to develop any further lots not specifically set forth herein.

16. CONFLICT: In the event of any conflict between the provisions of these Reservations and Restrictive Covenants and the constraints reflected in the Plat of record for Quivey's Grove, the constraints of the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any existing structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof shall not be considered a violation. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

WITNESS the following signature and seal.

American Acreage, LLC

By: [Signature]

Its: Member

HAMPSHIRE COUNTY COM.
CLERK'S & RES. CLERK 38
DATE/TIME: 09/22/2003 09:53
Inst #: 54152
BOOK/PAGE:
Rec'd/Tax: 26- / 337-
6.00 / 6.00

STATE OF MARYLAND,

COUNTY OF GARRETT, to-wit:

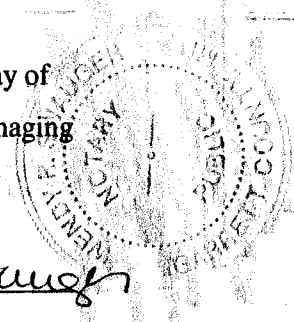
The foregoing instrument was acknowledged before me this 15th day of September 2003, by Marc L. Loyson, acting in the capacity of a Managing Member of American Acreage, LLC, a limited liability company.

NOTARIAL SEAL
WENDY R. SWAUGER, Notary Public
State of Maryland
My Commission Expires July 1, 2006

My Commission Expires: _____

[Signature]
Notary Public

AFTER RECORDING PLEASE MAIL TO PILL
P.O. BOX 440
MARTINSBURG, WV 25402 4



STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 9/22/03 9:53 AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.