

MIDDLERIDGE PROPERTIES

Dedication of Plat and Declaration of Protective Covenants, Conditions and Restrictions

All lots in the Middleridge Property 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: DEFINITIONS

1. "Association" shall mean and refer to Middleridge 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 a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision plat of the property.
5. "Declarant" shall mean and refer to Galen Shingleton & Jerry G. Carey, its successors and assigns.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
2. When three-fourths (3/4) of the lots have been sold, a Property Owners Association shall be established with membership consisting of the owners (and only the owners) of each lot in Middleridge Properties who shall have one (1) vote per lot owned. The Association shall be governed by the majority vote of the lot owners. A Board of Directors of three (3) to five (5) members shall be elected by the lot owners.

The initial Directors of the Association consisting of one to five members shall be appointed by Galen Shingleton and Jerry G. Carey or its assigns and thereafter the Board of Directors shall be elected by the lot owners. The initial Directors shall be responsible for calling the first meeting of the meeting of the Property Owners Association and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable by at said meeting. The said owners shall, by majority vote, from the said Association's legal entity as they deem advisable and shall elect a Board of Directors and/or officers of said association.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant shall assess initially, for each Lot, Two Hundred Dollars (\$200.00) per year, for the use, upkeep and maintenance of the rights-of-ways within Middleridge Property, the access right-of-way and such other common facilities as the said Declarant may provide therein, subject to any increase as provided hereinafter.
2. Any assessment made pursuant to this paragraph, including late fee of Five Dollars (\$5.00), interest at the rate of ten per cent (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. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be increased by more than a percentage increase not greater than the Cost of Living Index (urban) as published by the Department of Interior, Bureau of Standard. The owner of each Lot, by acceptance of a deed is a member of the Middleridge Property Owners Association and is deemed to covenant and agree to pay Two Hundred Dollars (\$200.00) per lot, per year and to pay annually thereafter to the Property Owners Association, to be created as herein set forth, an amount determined by the positive vote of owners of at least two-thirds (2/3) of the lots in said subdivision as necessary for the purpose of maintaining (including the removal of snow and the repairs and improvements of said roadways) the rights of ways and the roadways shown on the subdivision plat, and any common areas, as well as the right of way to said subdivision. During September of each year said Association shall notify each lot owner, in writing, as to the amount of the lot assessment. In the event of a resale of one or more parcels in said subdivision, the obligation shall become the obligation of the new owner (s).

If the new owner of any Lot is in default in 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 and may also sell the lot involved at a public auction after advertisement once a week for four (4) successive weeks, in a newspaper having general circulation in Mineral County, and after thirty (30) days written notice mailed to the last known address of said owner. Cost of sale shall be paid from the proceeds of sale before the payment of amount involved.

In exchange for Declarant's agreement to maintain said roadways and rights-of-way shall be exempt from the payment of road maintenance and common area assessment fees.

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 area (and must comply with the Mineral County ordinance relating to erection of signs), and except for directional and informational signs of Declarant.
2. Resubdivision of any lot is not permitted.
3. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. In construction of a driveway into any lot, a fifteen (15) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to prohibit blockage of natural drainage. No parking is permitted upon any road within the property at any time; and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guest (s).
4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any lot. Temporary camping trailers may be placed on any lot provided Mineral County and West Virginia laws concerning temporary camping are complied with.
5. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months.
6. Not more than one single detached family residence shall be erected on a lot and shall contain a minimum of 600 square feet of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. *No single or doublewide manufactured homes shall be permitted. modular homes shall be permitted.*
7. Each lot shall be used for residential purposes only, and any garage or barn 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 occupant.
 - (b) Agricultural uses, including incidental uses and the construction of accessory building connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory building may be constructed before construction of the residence. Said accessory building shall not be used for temporary sleeping or camping quarters.
 - (c) No more than one (2) head of livestock shall be permitted per 10 acre lot, unless otherwise approved by the Board of Directors of the Property Owners Association.
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 a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any Lot.
 9. No building shall be erected closer than forty-five (45) feet from the front property line, nor closer than twenty (20) feet to the side of rear property lines, with the exception that where permitted and two or more tracts are used together for the consideration of one dwelling, then said twenty (20) foot setback shall apply only to outside lines. Setbacks for trailers is outlined under #4.
 10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia and Mineral County Health Departments.
 11. 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 trash, garbage, fuel storage tanks, garden equipment, supplies, and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days notice to the owners of the Property, the Property Owners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high in the form of hay), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of the same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

12. The Declarant reserves unto itself and its assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment and sewer, gas and water lines and the right to grant easements or rights-of-way therefore, on, over and under a strip of land ten (10) foot wide along all property lines not serving as the centerline for rights-of-ways, and fifteen (15) feet along all the rights-of-ways, in addition to easements reserved by any other instrument duly recorded.
13. The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.
14. If any lot owners shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision 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 or them from so doing or to recover damage or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right do so hereafter.
15. 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 enforced by fines or other penalties.
16. Outside furnaces are prohibited, coal, wood

ARTICLE V GENERAL PROVISIONS

1. Declarant reserves the right to replat any unsold lot or lots. Nothing herein shall be construed to Prevent Declarant from imposing additional covenants or restrictions on any unsold lot.
2. In the event state, local government, and utility, cooperative, declarant or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of a Deed, do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof as the same cost is to be determined by the appropriate authority.
3. All sewage disposal systems constructed on said lots shall conform to the regulations of the appropriate West Virginia Department of Health. Free standing toilets are also subject to the aforementioned requirements and shall not be placed in open areas. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Sewage Enforcement Office.
4. 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 hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right do so thereafter.
5. Additional property may be annexed to the Property by Declarant.

ARTICLE VI

1. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) 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 (20) year period by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter 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 judgement or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
3. Whenever in this Declaration the contest so required, the masculine gender includes the feminine and Neuter, singular number includes the plural and the plural number includes the singular.