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Jerry Alkire
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9-24-91

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FOREST HILLS ESTATES
DEDICATION OF PLAT AND DECLARATION
OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Thomas W. Alkire and Nancy Alkire, his wife, and Terry C. Alkire and Shirley Alkire, his wife, do hereby record the plat of a subdivision known as Forest Hills Estates, said subdivision being situate in Bloomery District of Hampshire County, West Virginia, on the east side of Route 45/6 approximately 0.9 miles north of West Virginia Route 29, said plat being prepared by Frank A. Whitacre, Licensed Land Surveyor, and dated the 15th day of May, 1991.

The real estate which has been subdivided as Forest Hills Estates is a portion of the real estate conveyed unto Thomas W. Alkire and Terry C. Alkire by deed of Lincoln J. Conway and Annette Conway dated April 5, 1991, and of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 325 at Page 698.

The aforementioned plat of said subdivision is of record in the aforesaid Clerk's office in Map Book No. 6 at Page _____ and this dedication and declaration are expressly made a part of said subdivision plat.

The hereinafter named Declarant has divided said real estate into various smaller tracts and lots and intends to convey said parcels subject to certain Protective Covenants, Conditions and Restrictions as set forth herein, which covenants, conditions and restrictions shall apply to all lots within said subdivision, with the exception of Lots No. 1 and 2 which are expressly exempt from the Covenants, Conditions and Restrictions set forth herein, any and all provisions hereinafter to the contrary notwithstanding.

Wherefore, Declarant hereby declares that the real estate shown on the aforementioned plat shall be sold, conveyed and owned subject to the following easements, restrictions, covenants, reservations and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of said real estate and which shall constitute covenants running with the land and be binding on all parties hereafter acquiring or owning any right, title or interest in the real estate shown upon the aforementioned plat, their heirs, successors or assigns, and shall inure to the benefit of the owner of each and every parcel and which are hereby expressly incorporated by reference in all subsequent deeds conveying any portion of said subdivision.

ARTICLE I
DEFINITIONS

1. "ASSOCIATION" shall mean and refer to the Forest Hills Estates Owners' Association, its successors or assigns.
2. "OWNER" shall mean the record owner of the fee simple title to any lot or tract which is a part of the subdivision.
3. "PROPERTY" shall mean and refer to the real estate referred to herein and shown upon the aforementioned plat and such additions thereto as hereafter become a part of said subdivision.
4. "LOT" shall mean and refer to any numbered or similarly designated tract of land shown upon the aforementioned subdivision plat.
5. "DECLARANT" shall mean and refer to Thomas W. Alkire and Nancy Alkire, his wife, and Terry C. Alkire and Shirley Alkire, his wife, their heirs and assigns.

6. "COMMON AREA" shall mean any portion of the subdivision intended for common use and enjoyment of all lot owners.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

1. The Owner of each lot shall be a member of the Association. Membership shall be appurtenant to ownership of all lots and shall become effective immediately upon conveyance of title to the lot to the Owner.

2. After 50% percent of the lots have been conveyed by the Declarant, a Property Owners' Association shall be established, with membership consisting of the Owners of each lot in Forest Hills Estates with one vote in said Association per lot owned. The Association shall be governed by the majority vote of its members. A Board of Directors consisting of three (3) members shall be elected by the lot Owners. However, the initial Board of Directors shall be appointed by the Declarant and shall serve for a period of one (1) year. Thereafter, Directors shall serve for a period of two (2) years.

3. The Declarant shall be responsible for the calling of the first meeting of the Property Owners' Association and shall be responsible for the mailing of the written notices of the lot assessments for the first annual assessment period. The initial meeting shall be an organizational meeting and the lot Owners shall, at that time, by majority vote, determine the appropriate legal entity which the Association shall assume. The Association shall be headed by a chairman who shall be one of the three (3) members of the Board of Directors and who shall be elected by a majority of the lot Owners.

ARTICLE III
MAINTENANCE ASSESSMENTS

1. The Owner of each lot shall pay the sum of fifty dollars (\$50.00) per year for the use, upkeep and maintenance of the roads and rights-of-way within Forest Hills Estates and any other common facilities as may come under the jurisdiction of the Association. Until such time as a Property Owners' Association is formed, the assessments shall be made and collected by the Declarant. The first assessments shall be due and payable on or before the 1st day of January, 1992.

2. Lot No.'s 1 and 2 shall be exempt from road maintenance assessments.

3. Any unpaid assessments shall constitute a lien upon the Owner's lot. Said lien is expressly inferior and subordinate to any mortgage lien presently existing or hereinafter placed upon any of the subject real estate. If any assessment remains unpaid for a period of sixty (60) days after the date when the same is due, the Owners' Association may place a notice of such delinquency upon the public land records in the office of the Clerk of the County Commission of Hampshire County. Additionally, the Association may bring an action at law against the Owner to collect said delinquent assessment. Any and all fees, costs, attorney fees or other similar expenses incurred by the Association in the collection of any delinquent assessments or the preservation of the lien of said assessments shall be fully recoverable from the Owner.

4. In exchange for the Declarant's agreement to construct and maintain the roadways and rights-of-way within said subdivision until January 1, 1992, the Declarant shall be forever exempt from the payment of any road maintenance or other assessments. The Declarant shall not be responsible for any further road maintenance after January 1, 1992.

5. Declarant's obligation for road maintenance shall not include snow removal.

6. The Owners' Association, by majority vote, may increase the annual assessment for road maintenance or other fees if the same becomes necessary. In the event that a particular road within the subdivision which is solely used by one or several lots requires more than usual repairs or maintenance, the Board of Directors, by majority vote of said Directors, may determine that the annual assessment for those particular lots may be increased to provide the necessary funds for such necessary repairs and maintenance.

7. In the event of the sale and conveyance of a lot within the subdivision upon which there is due and owing any assessments or related expenses, the obligation for said payments shall become the obligation of the new lot Owner and shall be subject to the enforcement provisions set forth herein against the new Owner.

8. If any party owns two (2) or more adjoining lots within the subdivision, only one assessment shall be payable so long as only one (1) dwelling is situated upon the two (2) lots. In the event that there is a dwelling or improvement upon two (2) or more of said lots, then a separate assessment shall be due and payable.

ARTICLE IV USE RESTRICTIONS

1. All structures upon the lots shall have a minimum living space of 576 square feet on the first floor, excluding porches and decks. Outbuildings or garages must conform generally in appearance and material with any dwelling on the premises. Exterior construction of dwellings or outbuildings must be completed within twelve (12) months after construction begins. All materials used for exterior walls shall be of good quality material, such as brick, stone, aluminum, masonite, cedar, redwood, vinyl, or other quality wood siding. Not more than one (1) single family residence shall be constructed or permitted on any lot.

2. Manufactured homes and mobile homes are permitted in the subdivision, but all mobile homes must either be situated on a permanent foundation or be underskirted with material which is painted and is consistent with the appearance and color of the mobile home.

3. All lots shall be maintained in a neat appearance at all times, whether or not improvements are constructed thereon. No refuse or trash shall be allowed to accumulate upon any lot and no junked cars, abandoned vehicles or other unsightly vehicles without a current license or inspection sticker less than six (6) months old may be left on the lot.

4. None of the lots within the subdivision shall be resubdivided. This provision shall not restrict the division of said lots between adjoining Owners so long as the residue of any lot or lots so divided between adjoining Owners is not less than two (2) acres.

5. All lots shall contain offstreet parking for vehicles of the Owner and Owner's guests. Parking on the subdivision roadways is expressly prohibited so as not to impede access by emergency vehicles or ingress and egress of other lot Owners.

6. All lots shall be used for residential purposes only and no businesses shall be located or conducted upon the lots with the exception of home occupations conducted by the Owner. No signs or billboards, except for sale signs, are permitted on the lots.

7. No dwelling or other improvements shall be constructed or erected closer than twenty-five (25) feet to any lot line or within forty-five (45) feet of the center line of any roadway.

8. No Owner shall interfere with the natural drainage of surface water from any lot to the detriment of any other lot Owner or any

subdivision roadway. In construction of driveways into any lot, a minimum fifteen (15) inch diameter culvert shall be used in order to avoid interference with natural drainage. After driveway construction or installation of culverts, the Owner shall restore any rip/rap disturbed during driveway construction or installation of culverts.

All lot owners shall surface any and all driveways or roadways leading off of main subdivision roadways with shale for a distance of 20 feet from the subdivision roadway onto the driveway.

9. Any and all wells and septic systems placed on any lot shall comply in all respects with West Virginia Department of Health standards and specifications and all appropriate permits shall be obtained prior to any such constructions. Additionally, a building permit is required prior to commencing construction and all other county regulations concerning construction or maintenance of improvements shall be complied with.

10. No noxious, noisy or offensive activity shall be conducted on any lots within said subdivision, nor shall any activity be conducted which may be an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored on any of the lots.

11. Each lot owner shall be responsible for removal of household refuse and trash by a commercial collection service. No trash or other waste shall be permitted to accumulate on any lot. The Owners' Association shall be expressly entitled to provide for the removal of any accumulated trash, refuse, or offensive material from any lot and the costs of said removal shall become a lien upon the affected property. After due notice of such action and expenditure by the Association to the Owner, which notice shall be in writing, the Association may record a notice of such lien among the county land records. Such expenditures, together with any and all other fees, costs, expenses or attorney fees in regard to the collection thereof shall be collectable from the Owner.

12. Additionally, the Owners' Association, acting upon the two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days written notice to the Owner of any lot, may through its agents or employees enter upon any lot and perform any necessary maintenance or repairs, including the mowing and removal of grass, or removing of any other offending material. Such action shall not constitute a trespass so long as appropriate notice has been given in writing by mailing to the last known address of the Owner and the costs of any such action by the Association shall become a part of the assessment and constitute a lien and be subject to collection as mentioned above.

13. There is hereby dedicated and reserved unto the Declarant and any and all public utility companies the right to construct, install, erect, maintain, operate, repair, replace or remove any and all necessary facilities for the furnishing of public utility service, such as telephone, electric, sewer, water or other similar utility within an easement or right-of-way on, over, under and across a strip of land 10 feet in width along all property lines not serving as the center line of any roadway and 10 feet along any road right-of-way.

14. The developers shall construct and install the subdivision roadways and any and all entrances of said roadways upon county roads as have been determined by the West Virginia Department of Transportation, Division of Highways. Each lot Owner and their guests shall have the right of ingress and egress to and from the lots over said rights-of-ways and roadways which are more particularly shown upon the subdivision plat. No rights-of-way or roadways may be granted over and across any lot within the subdivision except a right-of-way or roadway to an adjoining lot within the subdivision.

15. Reasonable cutting of wood for personal use or for land clearing is permissible. However, no trees shall be cut for commercial purposes.

16. The subdivision roadway shall not be used for recreational riding of motorcycles, four wheelers or other all terrain vehicles. However, this shall not prohibit the Owner, their families or guests from riding such vehicles on the roadways solely as a means of transportation to and from employment or other personal activities.

17. No livestock or poultry shall be kept or maintained on any of the lots within the subdivision. The keeping of domestic animals, such as dogs and cats, is permitted, although dogs must be kept on a leash or in a kennel.

ARTICLE V
GENERAL PROVISIONS

1. The Association may, by two-thirds (2/3) vote of its members, make any additional rules, regulations, covenants or restrictions for the use and maintenance of the lots within the subdivision.

2. All lot Owners shall be members of the Association but the Owners of Lots No.'d 1 and 2 shall not be subject to assessment for road maintenance fees, or any other provisions or restrictions contained herein.

3. The Owners of any lot or lots within the subdivision may enforce any of the Protective Covenants, Conditions and Restrictions set forth herein or hereinafter adopted by the Association by any appropriate legal or equitable proceeding against any offending lot Owner.

4. Failure of the Association to enforce any provision or covenant or restriction contained herein shall not constitute a waiver of the right to enforce the same.

5. The Declarant reserves the right to replat any unsold lot or lots with the approval of the Hampshire County Planning Commission. Additionally, Declarant shall have the right to impose any additional covenants or restrictions on any unsold lots. Declarant shall not replat any unsold portion of the subdivision into any lots of less than two (2) acres.

6. In the event that any state or local government or any utility or public service district requires the installation of any public utility system within the area of the subdivision, the Owners of the lots within the subdivision, by acceptance of a deed for said lot, agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation of said utility as determined by the appropriate government agency, utility or public service district.

7. Invalidation of any of the foregoing covenants, conditions or restrictions by judgment or Court Order shall not affect the validity or enforceability of any remaining covenant, restriction or condition which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant does hereby execute this Dedication of Plat and Declaration of Protective Covenants, Conditions and Restrictions of Forest Hills Estates, this 27 day of August, 1991.

Thomas W Alkire
THOMAS W. ALKIRE

Nancy Alkire
NANCY ALKIRE

Terry C Alkire
TERRY C. ALKIRE

Shirley Alkire
SHIRLEY ALKIRE