DECLARATION OF PROTECTIVE AND RESTRICTIVE

COVENANTS AND RESERVATIONS REGARDING LOTS LOCATED IN

SKYLINE VILLAGE IN UNION DISTRICT

MONONGALIA COUNTY, WEST VIRGINIA

THIS DECLARATION, made this 11 day of May 1987, by JOHN O. MARKO AND CARRIE MARKO, his wife, hereinafter referred to as “Declarant”, whether singular or plural.

WHEREAS, John O. Marko is the Owner of certain real property located in Union District, Monongalia County, West Virginia, which property is known and has been designated as Skyline Village and is shown on a subdivision plot recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia. In Map Cabinet Envelope No. 340, at B: and being the same two parcels of real estate conveyed to John O. Marko by deeds from: (a) Farmers’ and Merchants’ Bank of Morgantown, West Virginia, dated August 10, 1981 and recorded in the Office of the aforesaid Clerk in Deed Book No. 850. at Page 312 (First Parcel) and (b) Patricia Ann Marko Gilmore, single, dated March 23, 1984, abd recorded in the Office of the aforesaid Clerk in Deed Book No. 926, at Page 281 (First Parcel) and (0) Earl E. McCardie and Mary Jane McCardie, husband and wife, dated July 14, 1981, and recorded in the Office of the aforesaid Clerk in Deed Book No. 855, at Page 79 (Second Parcel): and

WHEREAS, John O. Marko has been granted general rights-of-way and easements for the purpose of constructing maintaining, repairing and replacing a natural gas line and water line to service the aforesaid properties , which rights-of-way and easements were conveyed to John O. Marko by documents from: (a) Chester Sanders and Monie Sanders. husband and wife, dated the 2nd day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 28: (b) Carl Hussing, a widower, dated the 2nd day of March, 1987, recorded in the office of the aforesaid Clerk in Deed Book No. 958, at Page 30: (c) Myrtle M. Payne, a widow, dated the 5th day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 32: and (d) Robert L. Hussing and Olive G. Hussing, husband and wife, dated the 2nd day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 34: and

WHEREAS, John O. Marko has been granted general rights-of-way and easements for the purpose of constructing, maintaining, repairing and replacing a sanitary sewer effluent pipeline to service the aforesaid properties, which rights-of-way and easements were conveyed to John o. Marko by documents from: (a) Floyd Everson and Jean Everson, husband and wife, dated the 19th day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 36; (b) Danny L. Everson and Emma E. Everson, husband and wife, dated the 19th day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 39: and (c) Luther Sanders and Gloria J. Sanders, husband and wife, dated the 18th day of March, 1987, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 42: and

WHEREAS, John O. Marko has been granted a right-a-way and easement for ingress and egress, for laying, maintaining, and placing utility lines, and for the placing of a road within the said right of way, which right-of-way and easement was conveyed by Verna Roush, a widow by deed dated September 17, 1981, and recorded in the Office of the aforesaid Clerk in Deed Book No. 958, at Page 78, and which agreement requires the payment of One Hundred Dollars ($100.00) per year for ninety-nine (99) years commencing September17, 1981: and

WHEREAS, Declarant intends to develop said real estate and rights-of-way and easements by construction of a mobile home or modular home subdivision, and

WHEREAS, Declarant reserves the right to add or annex additional contiguous property to Skyline Village and to make such additional property subject to the terms of this Declaration, and

WHEREAS, Declarant has determined it to be in the best interests of future Owners and residents of said Skyline Village (hereinafter called “Residents”) to establish an Association, Inc. (hereinafter called “Association”) a non-profit West Virginia corporation formed or to be formed to provide for the maintenance and preservation of certain rights-of-way, streets, parking areas, water system, sewer system, and other common facilities in the said Skyline Village subdivision, whether presently planned or in the future designed, planned, and designated as property to be utilized impartially and equitably for the good and benefit of all Residents. and to do such other acts as may be specified herein, and which Association shall administer and enforce the provisions of this Declaration to effectuate the purpose hereof, and

WHEREAS, Declarant desires and intends to impose certain protective and restrictive covenants, easements, restrictions, reservations, conditions, liens, and charges on said real estate, as hereinafter set forth, with the full intent and purpose of binding all subsequent Owners of Lots in said subdivision thereby,

NOW, THEREFORE, WITNESSETH: Declarant hereby declares that all of the properties known as Skyline Village, as shown more fully on the aforesaid plat together with those rights-of-way and easements which have heretofore been granted to John O. Marko, shall be held, sold, and conveyed subject to the following easements, conditions, covenants, reservations and restrictions, all of which are intended and designed for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property subject thereto. Such easements, covenants, conditions, reservations, and restrictions and the right to enforce the same shall be deemed to run with the land thereby affected, and the same shall be binding upon all persons having or acquiring any right, title, or interest in and to the described property or any part thereof, and their heirs, administrators, executors, successors, and assigns, and shall inure to the benefit of each Owner thereof, and their heirs, administrators, executors, successors, and assigns.

ARTICLE 1 – DEFINITIONS

* 1. “Associations” shall mean and refer to Skyline Village Property Owners Association. Inc. and any wholly owned subsidiary thereof , its successors and assigns.
  2. “Associations Board” shall refer to the Board of Directors of the Association, elected or appointed in accordance with the Article of Incorporation and the By-Laws of the Association. none of which Articles or By-Laws may be inconsistent with this Declaration.
  3. Declarant shall mean and refer to John O. Marko and Carrie Marko, his wife and their successors and assigns, whether singular or plural. It is not the intent of this Section 1.03 that any Owner or creditor of any Owner be at any time deemed to be Declarant”.
  4. “Lot” shall mean and refer to any parcel of land shown upon the recorded subdivision plat of the property and duly numbered therein.
  5. “Member” shall mean and refer to any and every person or entity holding Membership in the Association in accordance with Article II hereof.
  6. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee interest in any Lot. Excluding those having such interest merely as security for the performance of an obligation.
  7. “Property” shall mean and refer to that certain real property more particularly described as Skyline Village, as the same is shown upon that certain map or plat entitled “Skyline Village”  
      recorded as aforesaid.
  8. “Restrictions” shall refer to the covenants, agreements, easements, restrictions, charges and liens set forth in this Declaration.
  9. “Written Approval” shall mean a regularly approved resolution of the Membership of the Association at a regular or special meeting called pursuant to the Association’s Articles of Incorporation or By-Laws.

ARTICLE II – MEMBERSHIP

2.01 Every person or entity who is an Owner shall, by reason of such Ownership. automatically be a Member of the Association and be subject to the rules, regulations, covenants and restrictions of this Declaration and the By-Laws of the Association and further subject to assessment by the Association. Ownership of a lot is the sole qualification for Membership in the Association.

2.02 Each lot’s fraction or percentage of undivided interest in the common elements and in the common expenses of the Association shall be in like proportion to that lot’s fraction or percentage of the total votes in the Association.

ARTICLE III – RIGHTS OF PROPERTY OWNERS

3.01 Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the streets, parking areas, and rights-of-way and such easements shall be appurtenant to and shall pass with the title to every lot subject to the right of the Association:

(i) In accordance with its Articles and By-Laws. And this Declaration to borrow money for the purpose of improving the easements, streets, and rights-of-way of the facilities and other appropriate purpose:

(ii) To suspend the right to use any of the easements, streets and rights-of-way and the rights to vote of a Member for any period during which any assessment against his Lot remains unpaid: and

(iii) To dedicate or transfer all or any part of the easements to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast three-fourths (3/4) of the votes of the Memberships has been recorded in the office of the aforesaid Clerk agreeing to such dedication of transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

3.02 Reservations by Declarant.

(i) Easements. (a) Declarant hereby reserves unto themselves their successors and assigns, general easements for the purpose of installing, maintaining, repairing, replacing, altering, and removing utilities of all sorts for providing service to the development and other properties contiguous thereto. Declarant further reserves unto themselves, their successors and assigns of the rights granted in this paragraph shall be contingent on the restoration of the promises to their condition prior to the exercise thereof, at the expense of the Declarant: and

(b) John O. Marko further reserves unto himself, his heirs, successors and assigns a general and non-exclusive right-of-way of ingress and egress upon the roads of the subdivision and upon that right-of-way granted to John O. Marko by Verna Roush, a widow. This right-of-way shall be deemed to allow a right of ingress and egress to all patrons of a business establishment to be operated by John O. Marko, his heirs, successors or assigns.

(c) John O. Marko further reserves unto himself, his heirs, successors, and assigns general utility easements and the right to hook up the aforesaid business establishment to those utilities servicing Skyline Village. The rights herein reserved shall be contingent upon the payment by John O. Marko, his heirs, successors or assigns to, Skyline Village Property Owners Association of an amount of money equal to the assessment paid by an individual lot owner.

(ii) Appointment and Removal of Officers. The Declarant shall have the right to appoint and remove the officers, and Members of the Board of Directors of the Association. However, this right shall terminate no later than the earlier of:

(a) Sixty (60) days after conveyance of seventy-five (75%) percent of the Lots that may be created to Lot Owners other than the Declarant.

(b) Two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business: or

(c) Two (2) years after any right to add new Lots was last exercised.

The Declarant may voluntarily surrender the right to appear and remove officers and Members of the Board of Directors before termination of that period, but in that event the Declarant control, that specified actions of the Association or Board of Directors as described in a recorded instrument executed by the Declarant, be approved by Declarant before they become effective.

Not later than sixty (60) days after conveyance of twenty five (25%) percent of the Lots that may be created to Lot Owners other than the Declarant, at least one (1) Member and not less that twenty-five (25%) percent of the Members of the Board of Directors must be elected by Lot Owners other than the Declarant.

Not later than sixty (60) days after conveyance of fifty (50%) percent of the Lots that may be created to Lot Owners other than the Declarant, not less than thirty-three and one-third (33-1/3%) percent of the Members of the Board of Directors must be elected by Lot Owners other than the Declarant

(iii) Development Rights The Declarant is the owner of certain real estate contiguous to this Property. In addition, the Declarant may. In the future, purchase additional real estate, the common interest community known as Skyline Village. The filing of a plat of such additional real estate and the amendment of this Declaration shall thereupon and without further notice subject such additional real estate to the terms and conditions of this Declaration.

Declarant reserves the right to:

1. Add real estate to Skyline Village: (b) create units, common elements, or limited common elements within Skyline Village: (c) subdivide units or convert units into common elements of Skyline Village: and (d) withdraw real estate from Skyline Village.

(iv)- Declarant’s Sales Rights. Declarant or Declarant’s agents shall have the right to transact, on property owned by the Skyline Village Property Owners Association, Inc. and on property owned by the Developer, any business necessary to consummate the sale of lots, including, but no limited to, maintaining up to five (5) sales models, and maintaining signs.

ARTICLE IV – VOTING RIGHTS

4.01 Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Article II. When more than one person hold such interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be apportioned into as many fractions of the whole as there are Owners of the Lot so that in no event shall more than one full vote be cast with respect to any Lot. Declarant shall be entitled to one vote for each unsold Lot.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENT

5.01 Creation of the Lien and Personal Obligations of Assessments. Each Owner by hereafter accepting a deed or other conveyance of any Lot, 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: (a) annual assessments, and (b) special assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and , if unpaid, 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 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 of such person shall not pass to his successors in title except as provided herein.

5.02 Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the property, and in particular for the improvements, enjoyment, and maintenance of the water system, sewage system, streets, parking areas, and street lighting, the payment to Verna Roush, her heirs, assigns, or successors of One Hundred Dollars ($100.00) per year for ninety-nine (99) years commencing September, 17, 1981, and for the enforcement of the terms and conditions of this Declaration.

5.03 Annual Assessments. The annual assessment for each Lot shall be payable semi-annually at a rate to be determined by the Association. The rate, as set by the Association, shall then be the rate for the first year of the Association unless changed as set forth further herein. The annual assessment shall be established each year by a majority vote of the Board of Directors. The annual assessment may be adjusted from time to time by a majority vote of the Board of Directors. Annual assessments shall be due and payable to, and collectible by, the Association at such times and in such manner (including installment payments) as from time to time shall be established by the Board of Directors of the Association.

5.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy from time to time a special assessment for the purpose of defraying, in whole or in part, any appropriate expenses or capital costs of the Association, including without limitation, the cost of any construction, reconstruction, unexpected repair of the streets or parking areas, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied shall contain the terms and method of payment therefore and shall have the assent of two-thirds (2/3) of the votes of the entire Membership as then constituted, voting to be 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 ten (10) days nor more than twenty (20) days in advance of the meeting, setting forth the purpose of the meeting.

5.05 Uniform Rate of Assessment Both annual and special assessments shall be fixed at the same rate for all improved Lots.

5.06 Quorum for any Action Authorized Under Sections 5.04 and 9.02 At the meeting called, as provided in Sections 5.04 and 9.02 hereof, the presence at the meeting of Members or proxies entitled to cast sixty per cent (60%) of all votes of the Membership, as then constituted, shall constitute a quorum. If the required quorum is not present at a meeting , another meeting may be called. Subject to the notice requirement set forth in Sections 5.03 and 5.04 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of that, required at the proceeding meeting. No such subsequent meeting shall be held more than thirty (30) days following the first meeting.

5.07 Date of Commencement of Annual Assessments. Notice of Due Date: Certificate of Payment. Annual assessments shall be for the calendar year. The payment of the annual assessments provided for herein shall commence as to each Lot subject hereto on the first day of the month following the conveyance of such Lot by Declarant. Written notice of any increase in the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the date that the first payment of such increase is due. 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. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid.

5.08 Effect of Nonpayment of Assessments: Remedies of Association. Any assessment which is not paid when due shall be delinquent. If any assessment is not paid within ten (10) days after due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may, after giving the delinquent Owner twenty five (25) days written notice, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 assessment provided herein by non-use of the rights-of-way or abandonment of his Lot.

5.09 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot which is subject to any first mortgage or deed of trust, pursuant to 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.

5.10 Exempt Property The following property subject to this Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to and accepted by a public authority, (b) the rights-of-way and common elements: and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of West Virginia. Not withstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

5.11 Annual Meeting. The annual meeting of the Association shall be held on the third Wednesday of January, at 763 Fairmont Road, Morgantown, West Virginia, or at such other place as the Board of Directors may designate.

ARTICLE VI - COVENANTS AND RESTRICTIONS

6.01 The following covenants, restrictions, limitations, regulations, and agreements are hereby imposed on Lots in Skyline Village as shown on the final subdivision plat of said development, and said restrictions shall be binding upon the developer hereinafter designated and all purchasers or other parties having any interest therein. The following restrictions are intended to be covenants running with the land.

All units shall be occupied and used as follows:

1. No part of the property shall be used for other than housing and the common recreational purposes for which the property was designed. Each Lot shall be used as a residence for a single family and for no other purpose. No portion of the Lot shall be used for business purposes, and no activity therein shall interfere with the quiet enjoyment or comfort of any Owner or occupant.
2. There shall be no obstruction of the rights-of-way nor shall anything be stored in the rights-of-way, without the prior consent of the Association except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Lot. Including but not limited to the regular and timely seeding, planting, and maintenance of lawns, the pruning and cutting of trees and shrubbery, and the painting (or other appropriate external care) of all buildings, fences or other improvements.
3. Owners shall not cause or permit anything to be hung or displayed on the outside windows or place on the outside walls of the buildings, other than seasonal decorations and no sign, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or the Lot without the prior consent of the Association.
4. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or in the common elements except that dogs, cats, and other household pets may be kept on Lots, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon thirty (30) days written notice from the Association.
5. No noxious or offensive activity shall be carried on in any Lot, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.
6. No clothes, blankets or laundry of any kind, or other articles shall be hung out or exposed on any part of the Lot, unless otherwise determined by the Association. The Lot shall be kept free and clear of rubbish, debris, and other unsightly materials. The premises will not be used at any time for the storage of garbage, trash or other waste, either in the front or back yards. The disposal of trash, garbage and other waste shall be accomplished by means of a weekly collection service. At no time shall any boat or trailer or unlicensed or uninspected motor vehicle be stored on a Lot or in the streets or parking areas. No prolonged mechanical overhauling or repair of vehicles on the streets and/or the Lots of this subdivision shall be conducted.
7. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise shall be conducted, maintained, or permitted on any part of the property.
8. No Lot shall be rented by the Owners thereof for transient purpose, which shall be defined as a rental for any period less than 31 days; otherwise Lot Owners shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to all Regulations adopted by the Association.
9. All Lots on the development are subject to general easements for providing adequate gas, sanitary sewer, storm sewer, water, cable television, electric and telephone service to individual Lots in the development. Declarant further reserve unto itself, its successors and assigns, the right to enter upon all individual Lots for the purpose of repairing and maintaining the aforesaid utilities. As easement is reserved along the perimeter of the Lots for pedestrian access, as well as an easement along the corner Lots to the streets for pedestrian access.
10. In no case shall any fence exceed five (5) feet in height.
11. The placement of any mobile home, double wide mobile home or modular home upon any Lot(s) shall be subject to the approval of the Board of Directors.
12. No out building, carport, garage, patio, etc. shall be placed closer than five (5) feet from any property line.
13. All Lots shall have a minimum of two parking spaces. No Member may use the parking space reserved to another Member without that other Member’s consent.
14. Each Lot must have two-30 gallon garbage containers with lids.
15. Structure, the lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections of roads and streets in the Property, and the failure of a Lot Owner to clear such structures, branches, or other vegetation after request in writing by the Board of Directors shall give the Board the right to enter said Lot and take such action a is necessary and as is provided in Section 902.
16. Basic standards of the home. No mobile home may be moved into the subdivision unless it is at least 50 feet long and 12 feet wide. The home must be modern and well equipped and must at all time be kept neat and well painted.
17. Skirts at foundation of home. Within six (6) months of placement upon a Lot the foundation of each home shall be enclosed by a skirt of material which is compatible with the overall design and construction of that home.
18. No Lot shall be divided or subdivided for any reason except to permit nominal boundary line adjustments.
19. No more than one dwelling shall be placed or constructed on any one Lot. The Ownership of two adjacent Lots shall be required for the placement of a double wide mobile home or a modular home upon the two Lots.
20. The violation of any of the provisions herein contained is hereby declared and agree to be a nuisance which may be remedied by appropriate level proceedings in either law or in equity. The failure of the Association to enforce or restrain a breach of any restrictions, conditions, covenants or agreements herein contained, shall not be deemed a waiver of the right to enforce or restrain said breach of non-performance or as a waiver of such restriction, condition, covenant or agreement. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
21. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII- EASEMENTS

8.01 Easements and right-a-ways are hereby expressly reserved to Declarant, its successor and assigns, and the Association, its successors and assigns, in, on, over and under each Lot, for the following purposes:

(a) For the erection, installation, construction and maintenance of (i) wires, line and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat , and for any other public or quasi-public utility facility, service or function, whether above ground or underground: and

(b) Declarant and its respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

ARTICLE IX – COVENANTS FOR MAINTENANCE

9.01 Association Duties and Obligations. The Association shall have the following duties and obligations.

(i) To preserve and maintain all streets and parking areas, and facilities thereof, in a manner consistent with good property management, and in any event, in accordance with standards approved by the Members.

(ii) To protect, maintain, preserve and operate all outdoor lighting facilities owned or contracted for by the Association.

(iii) To pay fire hydrant use fees, if any.

(iv) To protect, maintain, preserve, and operate the subdivision’s sewage and water facilities.

1. To protect, maintain, preserve and operate any common recreational areas, tennis courts,

and/or playgrounds.

(vi) To pay Verna Roush, her heirs, successors or assigns One Hundred Dollars ($100.00) per year for ninety-nine (99) years commencing September 17, 1981.

9.02 Owner’s Duties and Obligations. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon in good order and repair, including but not limited to the painting (or other appropriate external care) or all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Association Board, any Owner fails to perform the duties imposed by the preceding sentence, the Association Board, after fifteen (15) days written notice to the Owner to remedy the condition in question, shall call a special meeting of the Association Member and propose that the Association, through its agents, enter upon the Lot in question to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding personal obligation of such Owner as well as a lien ( enforceable in the same manner as a deed of trust) upon the Lot in question. The Association, at such meeting with a quorum present (as defined in Section 5.06) shall approve such action of the Association by at least eighty percent (80%) of the votes present. This approval shall be deemed to be an approval of a special assessment for the purpose of paying the Association’s agents.

ARTICLE X – COVENANTS FOR INSURANCE AND REBUILDING

10.01 It shall be the obligation of the Board of Directors of the Association to endeavor to maintain at all times:

(i) An insurance policy or policies insuring the Association and Owners against any liability to the public or to one or more of the Owners, their invitees, or tenants incident to their use of the common areas, streets, and parking areas. Limits of liability under such insurance shall be set and reviewed at least annually by the Board of Directors of the Association. Said policy or policies shall be issued on a comprehensive liability basis.

(ii) Worker’s compensation insurance to the extent necessary to comply with any applicable laws.

10.02 Owner’s Insurance

(i) It shall be the obligation of each Owner to maintain at all times a comprehensive insurance policy insuring his Lot and the improvements thereon against the risk of loss due to fire, casualty or other disaster in an amount to be set from time to time, but no more frequently than once a year, by the Board of Directors of the Association. Notwithstanding the foregoing, the amount of the policy shall equal at least eighty-five percent (85%) of the purchase price of the Lot and improvements, plus improvements by the Owner.

(ii) Each Owner covenants and agrees to carry a policy of liability insurance in an amount to be set by the Board of Directors of the Association. As a condition precedent to the placement of any mobile home or modular home upon any Lot(s) in the property, the purchaser shall exhibit a policy of liability and casualty insurance issued by a good and solvent insurer authorized to do business in West Virginia .

ARTICLE XI – MISCELLANEOUS PROVISIONS

11.01 Enforcement. The Association, any Owner or Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association, any Owner of Declarant to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter: nor shall said failure be deemed an admission of any obligation to enforce any covenant or restriction.

11.02 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

11.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind with 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 said twenty year term, the said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a unanimous vote of Lot Owners, which termination shall be made an amendment to this Declaration. The covenants and restrictions of this Declaration may be amended at any time, and from time to time, by any instrument signed, sealed and acknowledged by the vote of not less than sixty-seven percent (67%) of the Membership of the Association as constituted at the time of such vote. Any amendments must be properly recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

1. No mobile or modular homes shall be built within Sunshine Estates.
2. Any building constructed on the property shall not cover more than 25% of the subject property’s surface area.
3. No building containing less than 1,200.00 square feet of living area shall be constructed on the subject property.
4. No vehicles shall be parked upon any of the subdivision’s public streets.
5. Only one street access shall be constructed on any lot.
6. Any recreational vehicle, motorcycle, or boat shall be screened from the view of adjacent parcels through the use of berms or landscaping.
7. No fence which exceeds four (4) feet in height shall be constructed on the subject property.
8. No fencing of any kind shall be constructed beyond the front setback line of the subject property.
9. Any dog house on the subject property shall be placed on the rear portion of the lot and shall be compatible with the buildings on the subject property in color.
10. Any sheds on the subject property shall be placed on the rear portion of the lot and shall be screened by fencing and/or landscaping.
11. Sewage treatment plant maintenance will be performed by the developers of the subdivision (Smith Econo-Homes, Inc.,and R&L Construction, Inc., both West Virginia Corporations) until such time as between 70% and 75% of the lots of the subdivision have been purchased, at which time a Sunshine Estates Homeowner’s Association shall be incorporated.
12. There shall be assessed to the owner of each lot situate in the Sunshine Estates section of the Skyline Village. Subdivision, a fee of $10.00 per month for road maintenance. Said fee shall be charged only until such time as a Homeowner’s Association is established for Sunshine Estates.
13. These covenants and restrictions set forth herein shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-one (21) years covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded agreeing to change said covenants in whole or in part.

The Grantor herein is a successor declarant under the Declaration of Protective and Restrictive Covenants for Skyline Village Subdivision, dated the 12thday of May, 1987, and recorded in Deed Book 960, at Page 184.

This conveyance is made subject to all other exceptions reservations, restrictions, covenants, easements, rights of way and conditions contained in prior deeds of conveyance in regards to this chain of title.

This property is assessed on the Land Books for Union District, Monongalia County, West Virginia, for the ear 1992, as follows

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