



REVISED 12/17/92

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- non association members, tenants and lessees of owners acquire, by virtue of their residence within the subdivision, responsibilities of upkeep, maintenance and a duty to refrain from any violation of these Restrictive Covenants.
- B. The roadways and rights-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.
- 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 improvement and maintenance of said rights-of-ways, not to exceed \$100.00 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 \$100 per year prorated and beginning at settlement until otherwise established by the association. 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.
- E. Any lot that may from time to time be reacquired by the Grantor, with back dues owed, but no lien filed in the Courthouse of Hampshire County upon the property will become exempt from payment of those back dues and said lot(s) will be exempt from current Association dues until a new owner of record

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is recorded in the Court House.

3. RESIDENTIAL AND AREA USE:

All lots shall be used only for residential purposes, and no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling of not less than 800 square feet exclusive of garage, basement, and porch.

- A. A private storage building may precede the construction of the home and may not exceed 240 square feet in size. Said storage building shall not at any time be used for living purposes either permanently or temporarily. Storage building shall be constructed of new wood, stone or brick and shall be kept in good repair.
- B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.
- C. There shall be no trailers, buses, mobile homes, double-wide mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage, either temporarily or permanently. Camping is permitted upon Subdivision Lots by the owner thereof. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use.
- D. 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 shall need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, 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,

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tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any Lot. No noxious 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. **COUNTY 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. 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: a total of twenty (20) feet wide at any point along the lot lines of each Lot. (10' wide over each adjoining lot)
- Front: Forty-five (45) feet from center of the ROW.
- Rear of perimeter lots: twenty (20) feet along the rear lines of any said Lot along the perimeter of sub-division.
- 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.
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

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minimum of 100 feet from all septic reserve areas, or 200 feet if down hill from a septic reserve area and the well must be pressure grouted.

- A. No construction, driveways, utilities, swimming pools or structures shall be permitted upon or 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 (i.e., sixty 60") in height. Fencing located along the roadways must be of wood or stone construction while metal fencing may be used along the side 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, and 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 signs offering the premises for sale of which the Association shall offer for purchase at actual cost all "For Sale" signs to be utilized within the properties and lot owners shall be restricted to the use of these signs when advertising on the lot of its offer for sale. The Grantor reserves a right to construct 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

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maintenance.

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12. **AGRICULTURE:** No swine, livestock or poultry shall be raised or bred on any Lot, except household pets, such as dogs and cats, which may be kept provided 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 proper fencing, horses and ponies, shall be permitted on Subdivision Lots, provided at least one (1) acre per each horse or pony animal is fenced for the maintenance of said animal.
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 location 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 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 the 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.
- B. No lot shall be used for ingress or egress to any properties not part of this subdivision. This provision shall not apply to the grantor herein, and or assigns.
14. **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 Deerfield Highlands, 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 structures and/or improvements located upon any restrictions in this instrument

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which would otherwise result in a violation thereof. 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.

15. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.
16. OPTIONAL MODIFICATION AND EXPANSION: Eastern Gateway Properties, a Delaware corporation, hereby reserves the right to add additional lots to be members of the Deerfield Highlands Property Owner's Association, Inc. 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 and common areas may also be added to this declaration and will then become owned by the association and maintained by the expanded association.  
  
Grantor reserves the right to develop future phases which will make use of the roadways and utilities within phases 1,2 herein. This right shall exist for the grantor perpetually and shall remain in effect regardless of whether the property owners association has formally been turned over to the lot owners.
17. DRIVEWAY CONSTRUCTION: In order to preserve the integrity of the roads in Deerfield Highlands, a driveway apron must be constructed prior to the construction of an extended driveway. The driveway apron must be constructed according to the attached drawing. If not constructed or not constructed properly, the association may undertake any repairs needed and assess the lot owner for costs. Any failure to pay this additional assessment shall result in a lien being placed on the lot among the land records of Hampshire County, WV.

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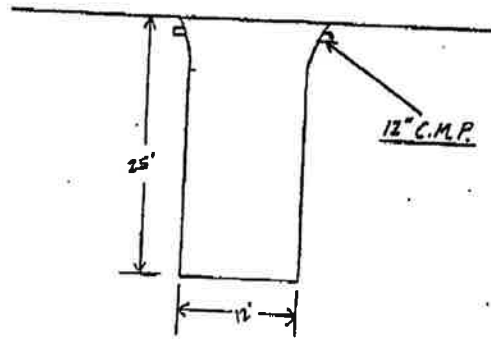
- 18. **HUNTING:** Hunting or the discharging of firearms is permitted, but must be done in accordance with the game and firearm laws of the State of West Virginia.
- 19. Lot #24 shall be exempt from all Covenants and Restrictions except Article 2C and Articles 5 & 6, which shall remain in full force and effect.

DRIVEWAY APRON DETAIL

THE FOLLOWING DETAIL MUST BE UTILIZED WHEN CONSTRUCTING A DRIVEWAY AT DEERFIELD HIGHLANDS.

- 1. A 12" culvert must be used where ditchlines are in place.
- 2. All disturbed ground must be re-seeded and re-mulched immediately.
- 3. The 1st 25' must be graveled.
- 4. The driveway apron must have flow lines and not encroach on the sub-division road and must not allow water to flow off the driveway and onto the roadway.

← SUB-DIVISION ROADWAY →





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WITNESS the following signature and seal:

EASTERN GATEWAY PROPERTIES, INC.,  
a corporation

(SEAL)

BY: David Myers  
David Myers  
Regional President

STATE OF West Virginia

COUNTY OF Berkley

1. Mariana Kosaric, a Notary

Public in and for the County and State aforesaid do hereby certify that David Myers, Regional President of EASTERY GATEWAY PROPERTIES, INC., whose name is subscribed to the foregoing instrument dated the 13th day of August, 1992 has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

Given under my hand and seal this 17th day of December, 1992.

My Commission Expires:

August 26, 2002

Mariana Kosaric

Notary Public



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Please return to Hubbell  
P.O. Box 446  
Martinsburg, WV 25401

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:  
Be it remembered that on the 23rd day of December, 1992 at 10:25 A.M.,  
this Covenant was presented in the Clerk's Office of the County Commission of said County  
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller  
County Commission, Hampshire County, W. Va.

CLAYTON & BARRETT, INC., SPENCER, W. VA. REG. ORDER NO. 976222-02

Mailed: 11-15-05  
Joyce Stewart  
113 Winchester Ave.  
Moorefield, W.V.  
26836

DEERFIELD HIGHLANDS

AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS, made this 28 day of September, 2005, by the DEERFIELD HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned known and referred to as "Property Owners Association", are the governing body of a Common Interest community pursuant to the West Virginia Code, as amended, named DEERFIELD HIGHLANDS, situate at Purgitsville in Romney and Mill Creek Districts of Hampshire County, West Virginia.

WHEREAS, the original instrument designated as "RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS", dated August 13, 1992, and revised December 17, 1992, is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 339, at Page 638.

WHEREAS, the owners of those certain tracts of real estate which are a part of DEERFIELD HIGHLANDS, have agreed to formalize the hereinafter change to Paragraph 13(B) on Page 6 of said Declaration by recording this Amended Declaration; and,

WHEREAS, the original RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS", dated August 13, 1992, and revised December 17, 1992, is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 339, at Page 638, is now reconfirmed, republished and re-adopted by the Lot owners, except to the extent that there are amendments and/or additions, and it is expressly understood that said amendments and/or additions shall be deemed to supersede the original Declaration and be controlling.

NOW, THEREFORE, THE RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS, ARE AMENDED AS FOLLOWS:

13. FURTHER SUBDIVISION:

- B. No lot shall be used for ingress and egress to any properties not part of this subdivision. This provision shall not apply to the grantor herein, and or assigns, and shall further not apply to the use by Brent A. Liller and Dianna K. Liller, and their heirs, of Lot No. 27 of Deerfield Highlands, as the means to access the subdivision roadway for ingress and egress to the public road, which use shall be exempt from the annual road maintenance assessment by the Property Owners Association.

Adopted unanimously by the Lot owners, who by their respective deeds of conveyance have agreed to amendments placed of record.

Dated this 28 day of September, 2005.

Deerfield Highlands Property Owners Assoc., Inc.

By: William E Minton  
Its Authorized Agent

STATE OF WEST VIRGINIA  
COUNTY OF HARDY, to-wit:

Taken, sworn to and subscribed before me, a Notary Public in and for the County and State aforesaid, by William Minton (title) President, of the Deerfield Highlands Property Owners Association, Inc., a not-for-profit West Virginia corporation, on behalf of said association, this the 28 day of September, 2005, 2005.

My commission expires Sept 2, 2013.

*Christal Gilhuys*  
NOTARY PUBLIC

This Document was prepared by:  
Joyce E. Stewart, Attorney at Law  
113 Winchester Avenue  
Moorefield, WV 26836



CLERK H. LINK  
HAMPSHIRE COUNTY CLERK'S OFFICE  
Instrument No 78490  
Recorded Date 11/09/2005  
Instrument Type CDE  
Book-Page 449-439  
Rec/Ord Fee 5.00 1.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 11/8/05 1:23 p.m.  
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.

DEERFIELD HIGHLANDS

**CORRECTIVE AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS**

THIS CORRECTIVE AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS, made this 31 day of October, 2009, by the DEERFIELD HIGHLANDS PROPERTY OWNERS ASSOCIATION, INC.

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned known and referred to as "Property Owners Association", are the governing body of a Common Interest community pursuant to the West Virginia Code, as amended, named DEERFIELD HIGHLANDS, situate at Purgitsville in Romney and Mill Creek Districts of Hampshire County, West Virginia,

WHEREAS, the original instrument designated as "RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS", dated August 13, 1992, and revised December 17, 1992, is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 339, at Page 638.

WHEREAS, the owners of those certain tracts of real estate which are a part of DEERFIELD HIGHLANDS, did agree by instrument dated September 28, 2005, and recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 449, at Page 436, to formalize the hereinafter change to Paragraph 13(B) on Page 6 of said Declaration by recording this Amended Declaration, however, upon examination of said document it appears that same inadvertently omitted certain language contained in and agreed to by the Association; and,

WHEREAS, the original RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS", dated August 13, 1992, and revised December 17, 1992, is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 339, at Page 638, is now reconfirmed, republished and re-adopted by the Lot owners, except to the extent that there are amendments and/or additions, and it is expressly understood that said amendments and/or additions shall be deemed to supersede the original Declaration and the Amendment thereto dated September 28, 2005, and that this CORRECTIVE AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS, shall be controlling.

NOW, THEREFORE, THE RESERVATIONS AND RESTRICTIVE COVENANTS, DEERFIELD HIGHLANDS, ARE AMENDED AS FOLLOWS:

**13. FURTHER SUBDIVISION:**

- B. No lot shall be used for ingress and egress to any properties not part of this subdivision. This provision shall not apply to the grantor herein, and or assigns, and shall further not apply to the use by Brent A. Liller and Dianna K. Liller, and their heirs and assigns, of Lot No. 27 of Deerfield Highlands, as the means to access the subdivision roadway for ingress and egress to the public road, which use shall be exempt from the annual road maintenance assessment by the Property Owners Association.**

Adopted unanimously by the Lot owners, who by their respective deeds of conveyance have agreed to amendments placed of record.

Dated this 1 day of November, 2009.

Deerfield Highlands Property Owners Assoc., Inc.

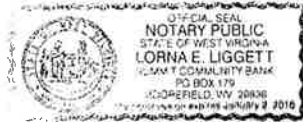
By: W. Raymond Reed  
Its Authorized Agent

STATE OF WEST VIRGINIA

COUNTY OF HARDY, to-wit:

Taken, sworn to and subscribed before me, a Notary Public in and for the County and State aforesaid, by Raymond Reed, Vice-President, of the Deerfield Highlands Property Owners Association, Inc., a not-for-profit West Virginia corporation, on behalf of said association, this the 1 day of November, 2009.

My commission expires January 2, 2016



Lorna E. Liggett  
NOTARY PUBLIC

This Document was prepared by:  
Joyce E. Stewart, Attorney at Law  
113 Winchester Avenue  
Moorefield, WV 26836

SHARON H. LINK  
Hampshire County 09-25-02 04  
Instrument No 121097  
Date Recorded 11/04/2009  
Document Type OTR  
Book Page 487-213  
Recording Fee \$5.00  
Additional \$6.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 1114109 9:25AM

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

MARGARET S BAKER  
PO BOX 334  
PURBITTSVILLE, WV 26852-0334

**Deerfield Highlands Property Owners Association, Inc.**

Amendment to the DHPOA restrictive Covenants as of January 1, 2017 as voted on and passed by the members on April 1, 2016 shall replace the annual road maintenance dues from \$100.00 to the new rate of \$125.00 annually per lot.

Section 2C shall now read:

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 improvement and maintenance of said rights-of-ways, not to exceed \$125.00 per lot annually, exclusive of user fees and insurance premiums, as adjusted pursuant to the provisions of West Virginia Code 368-1-114 and 368-1-203. The road fee shall be \$125.00 per year prorated and beginning at settlement until otherwise established by the association. 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 368-1-203 of the West Virginia Code Annotated.

Adopted unanimously by the Lot owners, who by their respective deeds of conveyance have agreed to amendments placed of record.

Dated this 1 day of January, 2017

Deerfield Highlands Property Owners Association, Inc.

By: Brent Liller  
Its Authorized Agent

State of WV

County of Hardy

This record was acknowledged before me on Jan. 1, 2017 (date) by Brent Liller (name(s) of individual(s)).

Signature of notarial officer Lorna E. Liggett

My commission expires: Jan 29, 2021

Eric W. Strife  
HAMPDEN COUNTY 01:20:57 PM  
Instrument No 190527  
Date Recorded 11/01/2018  
Document Type O&R  
Pages Recorded 1  
Book-Page 553-609-509  
Record-Office \$5.00  
Additional \$0.00

