

**DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS
AND RESERVATIONS FOR ROCKCREST POINTE, A RESIDENTIAL
DEVELOPMENT IN THE CITY OF SOUTH CHARLESTON, KANAWHA
COUNTY, WEST VIRGINIA, DEVELOPED BY SKAFF FAMILY
LIMITED PARTNERSHIP**

SkaFF Family Limited Partnership is presently developing a residential subdivision known as Rockcrest Pointe located in the City of South Charleston, Jefferson District, and Kanawha County, West Virginia. As used throughout this document, SkaFF Family Limited Partnership may be referred to as "SkaFF" or "Developer". This subdivision will initially consist of 43 residential lots, together with roads and land to be used for utility rights-of-way. In keeping with this development, it is hereby declared to be in the best interest, benefit and advantage of Rockcrest Pointe as well as each and every person who shall hereafter purchase and acquire one or more of the lots in said subdivision, that certain protective covenants, conditions, restrictions, reservations and easements governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land.

THEREFORE, SkaFF hereby declares that all of said lots shall be and are hereby subject to the following covenants, conditions, restrictions, reservations, easements and affirmative obligations (hereinafter collectively referred to as "Restrictions"), relating to the use and occupancy thereof, said Restrictions to be construed as restrictive covenants running with the land hereinafter described, and which shall inure to the benefit of and be binding upon the heirs, successors and assigns of SkaFF and all other acquiring parties and persons.

Every person or other party hereafter acquiring any of the within described property are made subject to theses Restrictions, by acceptance of a deed or contract for deed of any interest in or to said property, whether or not it shall be so expressed in any such deed or contract for deed, and regardless of whether the same shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take such property interest subject to these Restrictions and to the terms and conditions thereof, and shall be deemed to have assented to the same.

1. DESIGN AND SITE APPROVAL. The Developer shall establish an Architectural Review Board (also referred to as "ARB"). If for some reason the ARB does not exist or is unable to perform its duties, the developer shall have all rights and duties of the ARB as set out herein. The Developer shall maintain the right to appoint and otherwise provide for the ARB until three (3) years after 100% of the lots are sold at which time the ARB shall be elected by the owners of all developed lots in the subdivision.

All Purchasers or Owners of property within Rockcrest Pointe shall obtain a copy of the Subdivision Guidelines from the developer or from the ARB. The ARB has the authority to amend these from time to time. All owners of property in the subdivision are bound by these Guidelines as amended.

No building or other structure shall be erected, placed, changed or remodeled on any lot, nor any site preparation begun, until the proposed building plans, specifications, exterior color or finish, plot plan (showing among other things the proposed location of such building or structures, drives and parking areas), landscaping, excavation and construction schedules have been approved in writing by the ARB or its successors. A copy of all plans specification and related data shall be furnished to ARB. If ARB fails to approve or disapprove in writing such plans, specifications, locations and other matters as aforesaid within thirty (30) day after the same have been submitted to it in proper written or blueprint form, such approval will not be required. Approval shall not be unreasonably withheld.

Any residence, building or private garage shall be located on such lot only in accordance with the provisions of the Building and Zoning Ordinances of the City of South Charleston, West Virginia.

2. LIMITATION ON STRUCTURES. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence dwelling and a private garage. No other outbuildings of any type shall be erected or altered without the written approval of ARB.

3. LIMITATION ON IMPROVEMENTS. No residence shall be erected or placed upon such lot that contains less than 1,700 square feet of living area, exclusive of garages, decks an unfinished basements. Acceptable exterior materials would be brick, stone, wood siding, cedar shakes, stucco, vinyl siding, and other high quality materials. Provided however vinyl siding must be approved by the ARB before it is acceptable. No aluminum siding will be permitted. All designs and materials will be subject to approval by ARB.

4. GARAGES AND OFF-STREET PARKING. Unless waived in writing by ARB, each lot owner shall provide garage space for parking of at least two vehicles and in addition thereto, shall provide off-street parking for at least two (2) additional vehicles. Such parking areas shall be located within the lot lines and be in compliance with all reasonable requirements of ARB. Said garage and parking areas shall be completed prior to the occupancy of any dwelling constructed on any lot.

5. GARAGE AND TRASH STORAGE. Containers for garbage or other refuse shall be properly screened from view. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any property. Said lot shall at all times be kept free from rubbish, garbage, trash, weeds, brush and undergrowth. All weeds, brush and undergrowth shall at all times be kept cut to a height not exceeding one foot for a distance of one hundred feet from the front property line. After raking, leaves shall be placed at the front edge of the property line for pick-up by the City. Leaves shall not be placed in the street for that purpose.

6. UNDERGROUND UTILITIES. All utilities are required to be underground with no exceptions.

7. TV AND RADIO HARDWARE. No shortwave radio antennas, earth station antennas, dishes or other television or radio reception devices, other than TV satellite dishes 2 feet or under in diameter shall be permitted. All will be subject to the approval of the ARB.

8. MAILBOXES. Mailboxes shall not be attached to a dwelling and shall conform to standards as provided by ARB.

9. SIGNS. No advertising signs of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any property or any improvement thereon without the prior written consent of ARB; provided, however, that this prohibition shall not apply to signs of the type and size generally used by reliable real estate firms in the area to advertise the property for sale. Provided, further, however that political signs shall be allowed within 90 days prior to any election, but must be removed within 10 days after said election.

10. VEHICLE AND BOAT STORAGE. Any motor home, van or similar vehicle, boat, boat trailer, camper, tent or other such temporary article of building shall be stored, parked or constructed in such a way so as to conceal the same from the view of neighboring lots and from the common public or private street upon which the lot fronts.

11. TIME LIMITS. From beginning of construction, the dwelling and all other structures must be completed within one (1) year, unless otherwise approved by ARB.

12. LOT LINES. No owner of the lot herein conveyed shall without the written consent of ARB or its successors, grant an easement over, under or across said lot, or any part thereof, for ingress and egress to and from an adjoining property or properties.

13. ACTIVITIES. The pursuit of inherently dangerous or undesirable activities or hobbies is prohibited, including the assembly or disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions. There is also prohibited the shooting of firearms, fireworks or other pyrotechnic devices of any type or size.

Each lot owner shall refrain from any act or use of his property which could reasonably cause embarrassment, discomfort, annoyance or be a nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any property. No property shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or things that will cause such property to appear in an unclean or untidy condition, or that will be obnoxious to the eye.

14. ANIMALS. No animals, rodents, reptiles, livestock or poultry of any kind shall be raised, bred, or kept on any Tract, except that dogs, cats or other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Long term maintenance (in excess of 30 days) of more than three (3) pets of one species shall constitute being kept for commercial purposes herein. Owners shall be responsible for keeping their pets restricted to their own property or on a leash and to prevent their pets from being a nuisance or danger.

15. BUSINESS USES. No house or other structure on said lot shall be used for office or business purposes. However, the house constructed on any lot may be used secondary for office or business purposes as long as all of the following conditions exist:

a. ARB has given its express written permission for the intended use.

b. No visible exterior business or office features on the house or lot are made or constructed: such prohibited modifications include, but are not limited to, additional entrances for business use, parking pads to accommodate extra parking and signs of any type identifying any office or business use.

c. No excessive traffic or parking results from such use. All governmental building codes, health regulations, zoning restrictions and the like applicable to said lot now or hereafter made, shall be observed. In the event of any conflict between any provision of any governmental code, regulations and restrictions and any provision of these covenants, the more restrictive provisions shall apply.

16. SETBACKS. No restrictions other than those required by governmental agencies and the provisions of guidelines adopted by the ARB shall apply. Where there is a conflict between any City, County or other governmental zoning and other regulations and the ARB rules and regulations, the most restrictive shall apply. The positioning of all structures on the lot is subject to the sole approval by ARB or its successors in interest.

17. TREE REMOVAL. Lot owners shall not remove any trees having a diameter of six (6) inches or more, measured twelve (12) inches above ground level, except: (1) for accommodation of a suitable home site and other improvements permitted under these Restrictions, (2) in the event of imminent danger, or (3) with the consent of all owners of contiguous parcels. Upon approval of clearing plans by ARB each owner may cut such timber as is specifically approved; provided, however, in doing so the owner shall promptly remove or mulch all such timber, debris and refuse.

18. RUNOFF PROTECTION. Prior to clearing any land, the owner shall place straw, mulch or other suitable material around the cleared areas to prevent runoff onto adjacent lands, shall prepare soil and erosion control plans and obtain approval thereof from the City and shall take all other actions and precautions to prevent runoff of water and debris as may be required by any governmental authority having jurisdiction to regulate such runoff.

19. CONSTRUCTION FACILITIES. Any facility placed upon any tract for construction purposes shall be removed within the time established for construction of any building.

20. WALLS AND FENCES. Protection or designation of property lines of boundaries shall be limited to natural stone walls, matching brick walls, split wood fences or ornamental wrought iron fences. No chain link fences shall be allowed without the prior written consent of the ARB for a specific need where other solutions are not practical. Even then, they must be coated with a dark color. Any fencing structure must receive the approval of ARB prior to its

construction. All walls and fences must comply with all City regulations and the guidelines of the ARB. Where there is a conflict the more restrictive regulations shall govern.

21. ALTERATIONS. Skaff or its successors and assigns reserves the right to make any alterations and amendments of and to the map or maps of any lot or any section of Rockcrest Pointe subdivision, now or hereafter laid out, or subsequent revisions thereof, that it may desire, including changes in the lot layouts and streets, provided that no change shall be made in lots already sold, that there shall always be free access to lots sold and that no lot sold shall thereafter be cut off from any street on which the same abuts.

22. RESERVATION OF EASEMENTS. In order to provide for the orderly and proper development of Rockcrest Pointe, as determined by Skaff or its successors and assigns, Skaff hereby reserves for its successors and assigns an easement area over, under and through each lot for the installation, maintenance and removal of drainage facilities and utility lines, including but not limited to, sewer, gas, water telephone, television, electric and any necessary equipment in connection therewith, which said easement area is ten (10) feet wide and adjoins all front, side and rear lot lines. All such utility lines and any necessary equipment in connection therewith shall be installed underground. It is agreed that the surface of said easement area shall after the installation, maintenance or removal of any utility lines and equipment, be placed in the condition (as near as possible) that existed prior to such work. This reservation shall not be considered an obligation to provide or maintain any such drainage facilities, utility lines or equipment. The Reservations contained are for the benefit of the developer, and owner of the individual lots cannot convey additional easements across the easements areas without the consent of the ARB.

23. COMMON AREAS. There are marked on the recorded map of Rockcrest Pointe certain common areas marked as _____. At any time after 20 lots are developed, Developer may form an association to be known as the Rockcrest Pointe Home Owners Association for the purpose of managing the common areas as marked and shown on the map of the subdivision that are not owned by the City of South Charleston. The Developer may convey the said common areas to the Association upon its formation. The Association shall be made up of the owners of all of the lots within the Subdivision with each lot having one vote per lot thereon. It shall be the Association's duty to maintain the said common areas and shall have the authority to levy costs for such maintenance proportionately among the said owners. If Developer fails to form such Association prior to 3 years after all lots have been sold, the majority of said owners shall have the right to form such Association without any consultation with the Developer.

24. SURVEYS AND EASEMENTS OF RECORD. All property in the Rockcrest Pointe Subdivision shall be subject to the terms and provisions of any and all maps, surveys, easements, and other documents that may be recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia.

25. STATUS OF SOILS AND DRAINAGE. All property owners of property within the Rockcrest Pointe Subdivision are responsible for determining whether the soils compaction, drainage conditions and other conditions of the property are suitable for the construction desired

by such owner, and the owner purchases the property "as is". The Developer makes no representations with respect thereto.

26. ENFORCEMENT. If any person shall violate or attempt to violate any of these Restrictions it shall be lawful for Skaff or any other person owning property within Rockcrest Pointe, or having any interest therein, to prosecute the violating party at law or in equity for any claim which these Restrictions may create in such other owner or interested party, either to prevent said person from so doing such acts or to recover damages or other sums for such violation. Any failure by Skaff or other property owners to enforce any of said Restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any one or more of these Restrictions by judgment of court shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

27. BINDING EFFECT. On or after January 1, 2032, these protective covenants, restrictions and reservations may be amended, deleted or modified by written agreement signed and acknowledged by the owners of no fewer than two-thirds (2/3rds) of the lots in Rockcrest Pointe, and recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia. However, these protective covenants, restrictions and reservations shall not be made more restrictive than they are now without the unanimous written consent of all the owners of all the lots in Rockcrest Pointe.

Given under my hand this 11th day of September, 2012.

SKAFF FAMILY LIMITED PARTNERSHIP

Douglas J. Skaff
By: Douglas J. Skaff

Its: General Partner

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to wit

Before me, William J. Skaff, a Notary Public in the said County and State, personally appeared Douglas J. Skaff, known to me to be the General Partner of Skaff Family Limited Partnership who acknowledged that as such General Partner of Skaff Family Limited Partnership did execute the foregoing writing, and that the same was his free and voluntary act.

and as the free and voluntary act and deed of said Skaff Family Limited Partnership for the purposes therein set forth.

Given under my hand and notarial seal this 11 day of December, 2012.

My commission expires: March 14, 2018.



Raymond G. Dodson
Notary Public

Prepared by: Raymond G. Dodson, P.O. Box 3233, Charleston, WV 25332.