

DECLARATION OF RESTRICTIVE
COVENANTS FOR CORNERSTONE
AT JAMES RIVER SUBDIVISION

This Declaration is made by Cornerstone Contractors, Inc. and Cornerstone Properties, LLC, hereinafter collectively called "Declarants."

1. All Units in Cornerstone at James River Condominium, hereinafter called "Units" and all lots conveyed by either of Declarants by deeds wherein such lots are subjected to this Declaration of Restrictive Covenants For Cornerstone at James River Subdivision, hereinafter called "Lots," shall be held, transferred, sold, conveyed, used and occupied, and Common Elements appurtenant to such Units and streets adjacent to such lots shall be used, subject to these restrictive covenants.

2. Every person or entity who is the owner of a Unit or a Lot shall, by reason of such ownership, automatically be a member of the Cornerstone at James River Subdivision Homeowners Association, hereinafter called the "Association," and, (excepting the Declarants, who shall not be subject to assessment) shall be subject to assessment by the Association.

3. Members of the Association shall be entitled to one vote upon any matter which may come before the Association for each Unit or Lot which they own. When a Unit or Lot is owned by more than one person, all such persons shall be members of the Association, but the vote for such Unit or Lot shall be apportioned into as many fractions of the whole as there are owners of such Unit or Lot.

4. Each Owner by hereafter accepting a deed or other conveyance of any Unit or Lot,

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Sent To:
FLYNN, MAX, MILLER & TONEY, L.C.
P.O. Box 236
Huntington, WV

AM

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Date/Time: 02/04/2005 09:59
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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 annual assessments and special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and 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 also 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 shall not pass to his successors in title except as provided herein.

5. The assessment levied by the Association shall be used exclusively for the purpose of promoting the welfare of the residents of Units and Lots, including the maintenance of roads, the lighting along the roads, the entrance to the subdivision at the intersection of James River Turnpike and Foundation Drive, and the sewage treatment plant.

6. Assessments need not be equal against each owner, but may be proportionate to the use of facilities made by owners.

7. The Association shall have a lien against Units and Lots to secure the Assessments against such Units and Lots and may protect such lien by filing a Notice of Lien in the Office of the Clerk of the County Commission of Cabell County, West Virginia.

8. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the

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date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and 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 assessments provided for herein by abandonment of his Unit or Lot or otherwise.

9. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Unit or Lot shall not affect any of these assessment liens. However, the sale or transfer of any Unit or Lot which is subject to any deed of trust, pursuant to a foreclosure under such deed of trust, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale. No sale or transfer shall relieve such Unit or Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Certain Lots may be used for non-residential purposes, where deemed appropriate by Declarants.

11. No unlawful, noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, or upon any Lot, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

12. There shall be no parking of any vehicle on the streets except for work during the construction period and for temporary visitation. The Association may promulgate rules and regulations restricting the parking of vehicles on the streets and may enforce such regulations or

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restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

13. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements or upon any Lot. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit or upon a Lot, provided that they are reasonable in size and in number.

14. No garbage container shall be placed on any lot or easement or right of way for collection prior to the night before the appointed day for collection, and all empty containers shall be removed from any collection point the day of collection. All garbage containers shall be maintained, stored, and placed for collection in a neat and orderly fashion so as to not create unnecessary nuisance, disturbance or unsightliness. All garbage placed in garbage containers shall be sealed in standard trash bags made of material of sufficient strength to contain garbage placed therein without ripping or tearing.

15. All Lots shall be fully landscaped within sixty days after the completion of construction of the improvements thereon in accordance with a landscape plan approved by the Architectural Control Committee.

16. All public utility wires, lines, cables and pipes, including, without limitation, all telephone, electrical and cable television wires shall be installed underground.

17. Unless otherwise approved by the Architectural Control Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by

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the Architectural Control Committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Control Committee.

18. No garage or trailer shall be used for human occupancy.

19. No tree with a trunk greater than four inches (4") in diameter (measured four feet (4') above the ground) may be removed from any Lot unless approved by the Architectural Control Committee, except if located within the perimeter of the foundation, or within ten feet (10') of the perimeter of the foundation, of an approved structure. If any such tree shall be removed without such approval, the Association shall be entitled to collect liquidated damages in the amount of \$5,000.00 for each such tree which is less than twelve inches in diameter and \$10,000.00 for each such tree which is twelve inches or more in diameter, in addition to any actual damages caused by such tree removal.

20. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No rubbish, refuse or garbage shall be placed on adjoining lots. Debris from construction or other activities shall be contained at all times.

21. No grass or weeds shall be permitted to grow to a height in excess of six inches on any portion of lots maintained as a lawn area. Nothing contained herein, however, shall be deemed to prevent portions of lots appropriately planned and maintained as wooded or natural

areas to be maintained as such.

22. No lot shall be re-subdivided except by approval of the Architectural Control Committee. The owner of more than one contiguous lot may apply to the Architectural Control Committee for permission to use such lots as a site of one single family dwelling, and upon the written consent of the committee, said contiguous lots shall thereafter be treated as a single Lot.

23. No building, nor any additions to buildings, including, without limitation, garages, carports, porches, patios, exterior air conditioning or other mechanical equipment, electric meters, and antennas, nor fences, nor walls, nor satellite dishes, nor telecommunication towers, nor mailboxes, nor sheds, nor greenhouses, nor bathhouses, nor coops or cages, nor swimming pools, nor clothes lines, nor curbing or paving, nor parking spaces, shall be erected, placed or altered on any lot, nor shall earth be placed, moved, or removed, unless plans and specifications and a plan showing location on the lot have been approved by the Architectural Control Committee. Such plans and specifications and plan showing location on the lot shall be in such form and shall contain such information as may be required by the Architectural Control Committee.

24. The Architectural Control Committee shall be composed of those three or more individuals so designated from time to time by Declarants until they resign such authority by written instrument, and thereafter by the Cornerstone at James River Subdivision Homeowners Association, Inc.

25. If anything shall be erected, placed, or altered without the approval of the

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Architectural Control Committee in violation of this paragraph, it shall, upon written notice from the Architectural Control Committee, be immediately removed or realtered. If, fifteen days after such notice, the Owner has not taken reasonable steps toward such removal or realteration, both of the Declarants and the Cornerstone at James River Subdivision Homeowners Association, Inc. shall each have the right to enter upon such lot and effect such removal or realteration, and the cost thereof shall be a binding, personal obligation of such owner and a lien upon such lot.

26. This Declaration may be enforced by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Declarants, the Architectural Control Committee, the Association, or any individual may, but shall not be required to, seek enforcement of the Declaration. Any individual who seeks enforcement of the Declaration shall by his actions be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

27. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarants, the Architectural Control Committee, the Association, or by the Owner or Owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; failure by the Declarant, the Architectural

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Committee, the Association, or by the Owner or Owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

28. This Declaration may be amended by agreement of Owners of Units and Lots to which at least 75% of the votes in the Association are allocated. Any such amendment shall be executed by the president of the Association and recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia.

29. If any provision of this Declaration or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, and Cornerstone Properties, LLC, by its member, duly authorized, do hereby execute this Declaration.

CORNERSTONE CONTRACTORS, INC.

By  PRESIDENT
Stephen Manns
Its President

Prepared by:
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HUNTINGTON, WEST VIRGINIA
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CORNERSTONE PROPERTIES, LLC

By [Signature]

Its Member

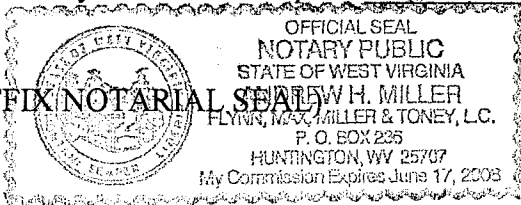
STATE OF WEST VIRGINIA,

COUNTY OF CABELL TO-WIT:

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by Stephen Manns, the President of Cornerstone Contractors, Inc., on behalf of Cornerstone Contractors, Inc.

My commission expires June 17, 2008

(AFFIX NOTARIAL SEAL)



[Signature]
NOTARY PUBLIC

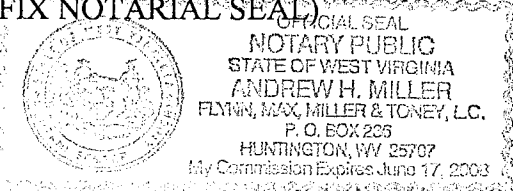
STATE OF WEST VIRGINIA,

COUNTY OF CABELL TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of ~~September~~ ^{December}, 2004, by Jeff Stephens, a Member of Cornerstone Properties, LLC, on behalf of Cornerstone Properties, LLC.

My commission expires June 17, 2008

(AFFIX NOTARIAL SEAL)



[Signature]
NOTARY PUBLIC

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE
This instrument was this day presented in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.
TESTE: [Signature] CLERK, CABELL COUNTY COURT

FEB 04 2005

COPY

FIRST SET OF AMENDMENTS TO
DECLARATION OF RESTRICTIVE
COVENANTS FOR CORNERSTONE
AT JAMES RIVER SUBDIVISION

MYLLIS SMITH
CABELL County 11:41:35 AM
Instrument No 5964004
Date Recorded 02/16/2018
Document Type BOV
Pages Recorded 4
Book-Page 393-109
Recording Fee \$5.00
Additional \$6.00

WHEREAS, the Declaration of Restrictive Covenants for Cornerstone at James River Subdivision, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Bonds, Contracts and Leases Book No. 337 at Page 495 provides, in Paragraph 28 thereof, that "This Declaration may be amended by agreement of Owners of Units and Lots to which at least 75% of the votes in the Association are allocated. Any such amendment shall be executed by the president of the Association and recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia;" and

WHEREAS, at a meeting of the Cornerstone at James River Subdivision Homeowners Association, Inc., duly held on January 20, 2017, after notice duly given according to the bylaws of the Association, the owners of the Units and Lots to which more than 75% of the votes in the Association are allocated agreed to the following amendments; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of Cornerstone at James River Subdivision Homeowners Association, Inc., to prepare, execute, record and certify said amendment on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Subdivision Homeowners Association, Inc., on behalf of The Association, does hereby execute and certify the following amendment to The Declaration of Restrictive Covenants for Cornerstone at James River Subdivision, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Bonds, Contracts and Leases Book No. 337 at Page 495:

Return to:
Flynn, Max, Miller & Miller, L.C.
P.O. Box 236
Huntington, WV 25707

Prepared by:
LAW OFFICE
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LLER & MILLER, L. C.
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Paragraph 4 is hereby amended by adding the following thereto:

The average common expense liability hereunder of all Units and Lots restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed three hundred dollars as adjusted according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the "Index"), the Index for December, 1979, which was 230, being the Reference Base Index, pursuant to and subject to the provisions of W.Va Code §36B-1-114.

Paragraph 15 is hereby deleted in its entirety and replaced with the following:

15. All Lots shall be fully landscaped within sixty days after the completion of construction of the improvements thereon, in accordance with a landscape plan approved by the Architectural Control Committee, unless such landscaping be delayed by weather or other event beyond the control of the Lot Owner (s).

Paragraph 17 is hereby deleted in its entirety and replaced with the following:

17. Unless otherwise approved by the Architectural Control Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the Architectural Control Committee, unless delayed by weather or other event beyond the control of the Lot Owners(s).

Paragraph 19 is hereby deleted in its entirety and replaced with the following:

19. No tree with a trunk greater than four inches (4") in diameter (measured four feet (4') above the ground) may be removed from any Lot unless approved by the Architectural Control Committee, except if located within the perimeter of the foundation, or within ten feet

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(10') of the perimeter of the foundation, of an approved structure, or if such tree is diseased or dead. If any such tree shall be removed without such approval, the Association shall be entitled to collect liquidated damages in the amount of \$5,000.00 for each such tree which is less than twelve inches in diameter and \$10,000.00 for each such tree which is twelve inches or more in diameter in addition to any actual damages caused by such tree removal.

Paragraph 23 is hereby deleted in its entirety and replaced with the following:

23. No building, nor any additions to building, including, without limitation, garages, carports, porches, patios, exterior air conditioning or other mechanical equipment, electric meters, and antennas, nor fences, nor walls, nor satellite dishes, nor telecommunication towers, nor mailboxes, nor sheds, nor greenhouses, nor bathhouses, nor coops or cages, nor swimming pools, nor clothes lines, nor curbing or paving, nor parking spaces, shall be erected, placed or altered on any lot, nor shall earth be placed, moved, or removed, excluding routine repairs, replacements or alterations associated with maintenance of structures or other facilities or the replacement, alteration of or addition to landscaping, unless plans and specifications and a plan showing location on the lot have been approved by the Architectural Control Committee. Such plans and specifications and plan showing location on the lot shall be in such form and shall contain such information as may be required by the Architectural Control Committee.

Paragraph 25 is hereby deleted in its entirety and replaced with the following:

25. If anything shall be erected, placed, or altered without the approval of the Architectural Control Committee in violation of this paragraph, it shall, upon written notice from the Architectural Control Committee, be immediately removed or realtered. If, fifteen days after such notice, the Owner has not taken reasonable steps toward such removal or realteration, both the Declarants and the Cornerstone at James River Subdivision Homeowner

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Association, Inc. shall each have the right to exercise the remedies available to them at law, and the reasonable cost thereof shall be a binding, personal obligation of such owner and a lien upon such lot.

IN WITNESS WHEREOF, the Cornerstone at James River Subdivision Homeowners Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this 9th day of February, 2018.

CORNERSTONE AT JAMES RIVER
SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.

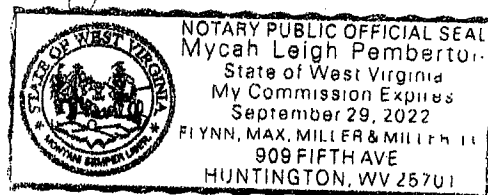
By *Stephen Manns*
Stephen Manns
Its President

STATE OF West Virginia,
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 9th day of February, 2018 by Stephen Manns, the President of Cornerstone at James River Subdivision Homeowners Association, Inc., a corporation on behalf of the corporation.

My commission expires September 29, 2022.

Mycah Leigh Pemberton
NOTARY PUBLIC



(AFFIX NOTARY SEAL)

Prepared by:

LAW OFFICE

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LER & MILLER, L. C.

Huntington, West Virginia

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