

AGENDA
JEFFERSON COUNTY PLANNING COMMISSION
August 10, 2010

PUBLIC MEETING PROCEDURE:

The President shall identify the matter before the Planning Commission (PC) and ask for a presentation by the applicant or the applicant's representative followed by staff's presentation and recommendation.

Once the applicant has finished speaking, the President shall ask for public comments. As a member of the public, once you are recognized by the President, please come to the podium, state your name, provide any credentials that you believe are appropriate, and make a brief presentation. If you agree with a previous speaker, you may simply say so.

The President may limit the presentation time of speakers.

Once the public comments are completed, the applicant may respond to the public comments.

PC members may ask questions at any time.

A copy of any document or exhibit used by a speaker in his or her address to the PC must be left with the PC and will become part of the official public file on the matter at hand. The applicant or a representative of the applicant may have the opportunity to view the document or material.

Once all speakers have finished, the PC will discuss and then vote on a motion 1) to approve, disapprove, or impose conditions on the application to comply with the Subdivision Ordinance if the application is a final plat; or 2) to approve, disapprove, or approve with conditions a variance request; or 3) to accept or not accept a Community Impact Statement (CIS). The Community Impact Statement is an informal step in the subdivision process and an applicant may proceed with the subdivision proposal whether or not the Planning Commission accepts the CIS.

Public hearings are located in the Charles Town Library meeting room at 200 East Washington Street, at the side entrance on Samuel Street at 7:00 PM

1. Approval of the minutes from the July 27, 2010 meeting and Approval of the minutes from the July 30, 2010 special meeting.
2. Citizen Communications.
3. A call for postponements.
4. Presentation by Jennifer Syron on Limited Expense Communities and HOA Covenants.
5. Report from Engineering related to testing data in Chapel View Subdivision.
6. Follow-up and possible vote on potential legal action related to the Freedom of Information Act request and the brownfield status of Old Standard Quarry.
7. Discussion and approval to schedule public outreach related to the proposed Draft Cell Tower Regulations.
8. Blue Ridge Mountain Community Plan.
9. Reports from Legal Counsel and legal advice to the Planning Commission.

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10. Planning Commission Training (Concept Plan Processes).
11. Director's Report.
12. County Commission Liaison Report.
13. Planning Commission Exchange.
14. President's Report.
15. Actionable Correspondence.
16. Non-Actionable Correspondence.

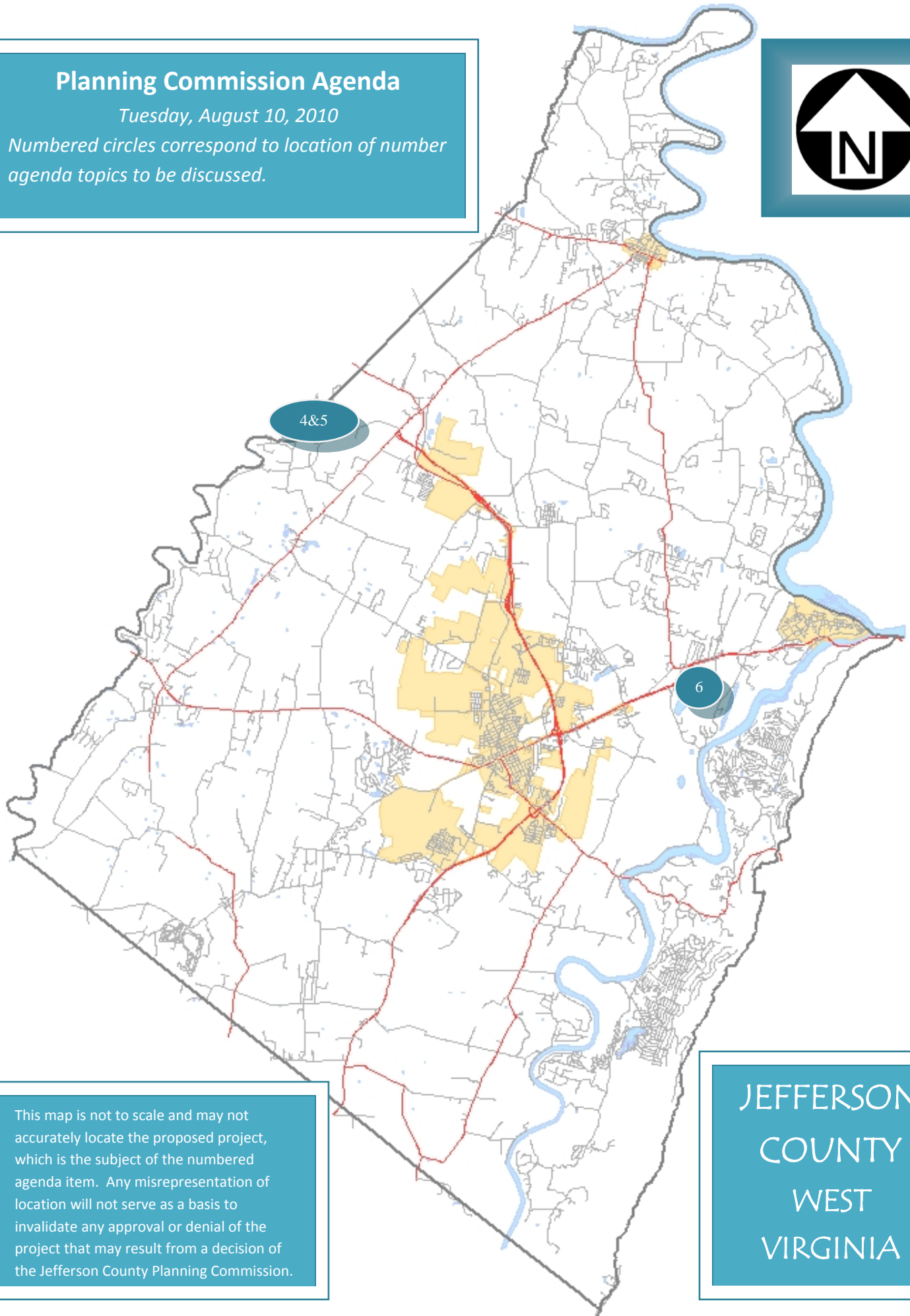
The Planning Commission welcomes written comments at any time. Our office is open Monday through Friday, 9:00 a.m. to 5:00 p.m., and is located at 116 East Washington Street, P.O. Box 338, Charles Town, WV 25414. Our phone number is (304) 728-3228; our fax number is (304) 728-8126; our email address is planningdepartment@jeffersoncountywv.org and our website is www.jeffersoncountywv.org.

Minutes and video recordings of past meetings and the Comprehensive Plan can be found on our website. The office has a file on each project as well as aerial photos of the county. Minutes and audio recordings of past meetings, Subdivision Regulations, Zoning Ordinance and the Comprehensive Plan are available for review in our office.

Planning Commission Agenda

Tuesday, August 10, 2010

Numbered circles correspond to location of number agenda topics to be discussed.



This map is not to scale and may not accurately locate the proposed project, which is the subject of the numbered agenda item. Any misrepresentation of location will not serve as a basis to invalidate any approval or denial of the project that may result from a decision of the Jefferson County Planning Commission.

JEFFERSON
COUNTY
WEST
VIRGINIA

MINUTES
JEFFERSON COUNTY PLANNING COMMISSION
JULY 27, 2010

The Jefferson County Planning Commission met on Tuesday, July 27, 2010, with the following Commission members present: John Maxey, President; Thomas Trumble, Vice President; Morgan Eppers, Secretary; Stephen Alemar, Frances Morgan, Daniel Hayes, Kelly Baty, and Gene Taylor. Staff members present included Jennifer Brockman, Director of Planning and Zoning; Seth Rivard, Planner; Steve Barney, Zoning Administrator; Jonathon Saunders, County Engineer; Stephen Groh, Assistant Prosecuting Attorney; and Julie Quodala, Planning and Zoning Office Manager.

Arnold Dailey was absent with notification.

Mr. Maxey called the meeting to order at 7:05 PM.

1. **Approval of minutes for the July 13, 2010 meeting:**
Mr. Baty moved to approve the minutes of the July 13, 2010 meeting. Mr. Alemar seconded the motion which carried 7 for and 1 abstention (Ms. Morgan).
2. **Citizens Communication:** Ms. Jennifer Syron, Chapel View Subdivision resident, requested that the Planning Commission allow her time at a future meeting to discuss Limited Expense Communities and Homeowner's Association covenants.
3. **A call for postponements:** None.
4. **Declaration of Violation for Mark Marlow of the Jefferson County Salvage Yard Ordinance for 1 unlicensed/junk vehicle and debris on property.**
Mr. Mason Carter, Ordinance Compliance Officer, was not present but had presented a memo to staff stating that this violation had been withdrawn and the property is now in compliance.
5. **Follow-up to issues raised by Chapel View residents discussed at the July 13, 2010 meeting.**
Mr. Saunders read from his staff report noting that the bank had expressed interest in bidding out the work that is remaining under the bond. He explained the draft Bonding Policy that was scheduled for a Public Hearing before the County Commission on August 5, 2010 and the improvements within that policy to protect citizens from issues such as that occurred in Chapel View Subdivision.

Barbara Fuller, Chapel View Subdivision resident, raised concern that there was testing of the density of the subgrade in the roads in 2004 on the Berkeley County side of the subdivision. She stated that this data was used to submit a letter to the Jefferson County Engineering Department for approval of the roads. She requested that Engineering staff look into the study.

6. Update on FOIA request regarding Brown Field Development District at Old Standard. Discussion of next steps and legal action.

Mr. Maxey distributed a copy of the list of documents included in the response to the Freedom of Information Act (FOIA) request received from the Department of Commerce on Friday, July 23, 2010. Mr. Maxey appointed a subcommittee to work with Mr. Groh and to follow up on Old Standard Quarry issues. The subcommittee consisted of four volunteers: Mr. Maxey, Mr. Hayes, Ms. Ethers, and Mr. Trumble. Mr. Maxey raised concern that the response of the FOIA did not appear to address the request and requested that Mr. Groh research the response and possible legal action and report back to the subcommittee.

Discussion ensued on processes such as stormwater management regulations, building code enforcement and bonding requirements and the departments responsible for those since this project is exempt from Article 8A of the state code. Mr. Maxey suggested filing an injunction if any work commences.

Mr. Maxey scheduled a subcommittee meeting for Friday, July 30, 2010 at 4 PM to discuss the completeness of the FOIA request and possible legal action of the status of Old Standard Quarry.

Discussion occurred regarding attendance at the subcommittee meeting by other Planning Commission members. Director Brockman pointed out that attendance by additional members would create a quorum of the entire Planning Commission. Mr. Maxey directed staff to provide public notice of the subcommittee meeting and to indicate that there could be a quorum of the entire Planning Commission in attendance, creating a special called Planning Commission meeting. Ms. Morgan added to notice there could be an Executive Session to discuss potential litigation.

Mr. Baty moved to share the FOIA information with the County Commission. Mr. Taylor seconded the motion which carried unanimously.

7. Presentation on the Draft Cell Tower Ordinance.

A draft of the Cell Tower Ordinance had been provided in the agenda packets to the Planning Commission.

Mr. Paul Rosa, of Charles Town, who had assisted Mr. Maxey in writing the draft, presented details of the ordinance. Mr. Maxey directed Mr. Barney to change the requirement for a *Conditional Use Permit* to a requirement for a *Major Site Plan* which would allow for a public hearing.

Mr. Maxey suggested holding a Planning Commission work session to amend or approve the draft before scheduling public hearings.

Mr. Maxey called for a break to allow staff to change the CD at 8:23 PM. Mr. Maxey called the meeting to order at 8:26 PM.

Mr. Maxey scheduled the work session for Friday, August 6, 2010 at 4 PM.

8. Blue Ridge Mountain Community Plan.

Mr. Rivard presented a letter from a Keyes Ferry Acres resident concerning potential pollution occurring on the mountain and suggested a requirement of septic pump cleanout. Mr. Rivard reported on a public meeting that was held on July 15, 2010. He stated the next meeting would be held August 14, 2010 at 2 PM.

9. Reports from Legal Counsel and legal advice to the Planning Commission.

Mr. Groh stated there was a judge appointed in the James Gibson, et al v. The Jefferson County Planning Commission Case No. 09-C-364 but that no schedule had been released.

10. Planning Commission Training.

Ms. Brockman explained that County Commission approved a policy that training by the American Planning Association (APA) or someone recommended by the APA be required for each Planning Commissioner within 90 days of taking office and that all Planning Commission members be required to take a continuing education course each year thereafter. Ms. Brockman stated that the Planning Commission has been asked to review this policy. Ms. Morgan asked that staff write a policy related to Planning Commission training for Planning Commission consideration and submittal to the County Commission. There was a short discussion on researching web based courses so that training could be done from home.

Mr. Rivard reviewed the powers and duties section of Article 8A of the WV State Code for the Planning Commissioners.

11. Director's Report.

- a) Activity Report. An Activity report of the staffs' schedule for the two weeks prior to the meeting was provided to the Commissioner's in the agenda packets.
- b) Reminders. Ms. Brockman notified the Planning Commission of the two upcoming Subdivision Regulation Amendment Public Hearings to be held on Wednesday, August 4, 2010 and on Monday, August 9, 2010.
- c) Update on Zoning Ordinance Amendment Efforts. Mr. Barney described the schedule that staff had prepared to outline timeframes on amending the Zoning Ordinance.
- d) Update on the SB 595 letters. Ms. Brockman presented a copy of each letter that was sent to the developers to confirm the effects of SB 595 on their projects.

12. County Commission Liaison Report:

Ms. Morgan stated that the County Commission would be discussing re-budgeting in upcoming meetings.

13. **Planning Commission Exchange:** None.

14. **President's Report:**

Mr. Maxey asked the status of the fee schedules. Ms. Brockman stated she would send an agenda request to discuss this topic at the August 12, 2010 County Commission meeting.

15. **Actionable Correspondence:**

A letter from the Planning Commission to Dr. Robert Johnson, Chairman of the Jefferson County Board of Health supporting their goal to electronically scan the septic field files was included in the agenda packets. Ms. Brockman stated that this letter had already been mailed.

16. **Non-Actionable Correspondence:**

A thank you letter from Lewis Meadows, a resident on Route 230, regarding the Planning Commission's correspondence to the Department of Transportation concerning the hazards of the intersection of Route 230 and Route 17 was included in the agenda packet.

An e-mail from Gil Garcia, a Harper's Ferry resident, was also included and stated the suggestion of having hyperlinks attached to our agenda packets for easier access to and understanding of documents relating to our meetings. Ms. Brockman explained that staff had been working on this issue. Mr. Trumble asked that staff respond to Mr. Garcia and clarify steps that are being taken to resolve this issue.

Mr. Taylor moved to adjourn at 9:40 PM. Mr. Trumble seconded the motion, which carried unanimously. A detailed transcript of the meeting may be found on CDs #__ , #__ and #__ . This meeting was recorded by Julie Quodala, Department of Planning and Zoning Office Manager. These minutes were prepared by Amy Puetz, Planning Clerk.

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JEFFERSON COUNTY PLANNING COMMISSION SPECIAL MEETING JULY 30, 2010

The Jefferson County Planning Commission met on Friday, July 30, 2010 with John Maxey, President presiding. Stephen Alemar, Daniel Hayes, Morgan Etters, Gene Taylor, Tom Trumble, and Kelly Baty were present. Staff members present were Steve Barney, Zoning Administrator; Seth Rivard, Planner; Steve Groh, Assistant Prosecuting Attorney; and Amy Puetz, Planning Clerk.

Mr. Maxey called the meeting to order at 4:04 PM.

Mr. Groh provided an update on his research into whether the Freedom of Information Act (FOIA) request sent by the Planning Commission to the WV Development Office had been complete and accurate. There was discussion regarding if further research should be done since there is conflict between the estimate number of pages (approximately 2,000) and the actual number of pages (about 600) received. There was also concern that there were several duplicates in the information received making the total of unique documents around 325 pages. Mr. Maxey noted that the application did not appear to be signed or dated. Mr. Groh stated he had spoken with Mr. Jon Amores, Deputy Secretary/General Counsel, who declared that all correspondence and documentation related to the Old Standard Quarry file had been released to the Planning Commission.

Mr. Maxey asked Mr. Groh to discuss the designation of the Brownfield status of Old Standard Quarry and what legal options the Planning Commission had regarding that status. Mr. Groh suggested holding an executive session. Mr. Alemar moved to go into executive session. Mr. Trumble seconded the motion which carried unanimously. Mr. Fred Blackmer, resident of Harper's Ferry, submitted a written request that formal minutes be kept of the executive session (attached). There was public debate as to the necessity of executive session. Mr. Groh suggested leaving the recorder running for that purpose.

Executive session began at 4:26 PM. Mr. Hayes moved to end executive session. Mr. Taylor seconded the motion which carried unanimously. Regular session resumed at 5:19 PM.

Mr. Trumble moved to direct Mr. Groh to prepare a follow-up letter regarding the FOIA request to Mr. Amores, to ensure that all information had been received including the e-mails and other legislative documents that were requested by the Planning Commission and that the letter serve as written documentation. Mr. Maxey offered a friendly amendment that the letter ask specifically about having a signed application. Mr. Trumble accepted the friendly amendment. Mr. Hayes seconded the motion which carried unanimously.

Mr. Hayes moved to direct Mr. Groh to write a second FOIA request to the state government body responsible for developing legislative rules requesting all e-mails, voice recordings, and

MINUTES

any media or documentation related to the development of legislative rules. Mr. Maxey seconded the motion which carried unanimously.

Mr. Trumble moved to direct Planning Staff to obtain the name of the Department of Environmental Protection (DEP) Manager for this project and contact him, to draft a letter including memorandum of understanding between the DEP and the Planning Commission. Mr. Maxey seconded the motion which carried unanimously.

Mr. Trumble moved to direct staff to prepare a letter, including the most recent traffic study, to the Department of Highways, Secretary of Transportation, Paul Mattox, and request his comments to ensure he is aware of the traffic issues. Mr. Maxey offered a friendly amendment that the letter specifically requests a reconsideration of the previous decision to approve an at-grade signalized intersection and to have Mr. Mattox recommend a non-at-grade intersection. Mr. Trumble accepted the friendly amendment as long as the tone of the letter remained positive and not adversarial. Mr. Maxey seconded the motion which carried unanimously.

Mr. Maxey consulted with the Planning Commission and scheduled a follow-up meeting for Thursday, August 5, 2010 at 7 PM.

Mr. Trumble moved to adjourn. Mr. Hayes seconded the motion which carried unanimously.

The meeting ended at 5:27 PM. A detailed transcript of this meeting can be found on CD # _____. These minutes were prepared by Amy Puetz, Planning Clerk.

Report and Recommendations on Limited Expense Communities and Covenants in Jefferson County

By: Jennifer Syron
279 Summer Grove Dr.
Kearneysville, WV 25430

Documents submitted to Planning Commission:

1. Copy of Chapel View DCCR and Amendments
2. Relevant Sections of WV Code 36B
3. Outline of Issues to be addressed

Goal: To explain to the Planning Commission what a limited expense community is and offer a case study of one limited expense community's covenants in order to elucidate the problems that this type of covenant poses for the homeowners in that community and the county at large.

II. LIMITED EXPENSE COMMUNITY

- A. Definition of -- WV Code Chapter 36B 1-203
- B. Legal Ramifications (clauses in State code that apply)
- C. Ramifications for Homeowners
- D. Difficulty of amending the covenants to address shortcomings

II. Implications for Jefferson County

- A. Analysis of communities affected
 1. Number of communities with such a covenant
 2. Sizes (<25; <50; 51 to 100; 101 to 150; 151 to 200; >200)
 3. Years that such covenants were recorded in the county
- B. Are these communities limited by such covenants in their ability to perform/meet the obligations required of them by the Jefferson County
- C. Long term impact on the county if obligations are not met
- D. Financial impact for county

III. Theory underpinning the notion that Covenants are private contract between developer and homeowner and therefore unenforceable by County

III. Recommendations to Jefferson County on Limited Expense Communities

- A. Severely limit, if not totally eliminate this type of community
 1. County should review the historical background of the limited expense community
 - Aa. When it was established, what kinds of need was it supposed to address, size of the community, responsibilities

and financial obligations expected of the community

- amenities
2. Can a community meet its obligations, as originally defined in the CIS based upon the amount it plans to charge as stated in its covenants. Is the \$300 an arbitrary figure or based on some real projection.
 3. What is the algorithm for determining what the financial costs of maintaining the roads, storm water management systems, of a community will cost over time?
 4. What do we know about the availability/accessibility of bonds/special assessments to HOAs to cover these types of expenses? Has this changed since the economic downturn and revision of lending practices? How are HOAs rated by bonding agencies and assessed as good or bad risk? What if a community can't get a special assessment to complete the work?
 4. Set a criteria to qualify a community as a limited expense community based on the answers to those questions
- B. Close the limited expense loophole by instituting county ordinances that would make all of 36B apply in Jefferson County, thereby restoring 36B to those limited expense communities that have been stripped of its protections

IV. Recommendations to Jefferson County on how to make HOAs function

- disclosure
HOAs).
- A. Mandate that HOAs file updated board member information w/ county annually
 - B. Mandate that HOAs file annual financial reports (based on the type of financial information that is required by the state to be provided to purchasers before closing as stated in Article 4 of WV 36B.
 - C. Mandate that the same financial documents required by the state to be provided to purchasers in communities with assessments over \$500 before closing, be filed with standard closing documents recorded in the county for all HOA communities in Jefferson County regardless of assessment figure. (This would put pressure on closing attorneys to provide to homebuyers about the rights, responsibilities, and obligations of HOAs).

SECTIONS OF WV CHAPTER 36B THAT APPLY TO LIMITED EXPENSE COMMUNITIES

§36B-1-203. Applicability to new common interest communities. -- Exception for small and limited expense liability planned communities.

If a planned community:

- (1) Contains no more than twelve units and is not subject to any development rights; or
- (2) Provides, in its declaration, that the annual average common expense liability of all units 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 pursuant to section 1-114 (adjustment of dollar amounts), it is subject only to sections 1-105 (separate titles and taxation), 1-106 (applicability of local ordinances, regulations and building codes) and 1-107 (eminent domain) unless the declaration provides that this entire chapter is applicable.

§36B-1-105. Separate titles and taxation.

- (a) In a cooperative, unless the declaration provides that a unit owner's interest in a unit and its allocated interests is real estate for all purposes, that interest is personal property. (That interest is subject to the provisions of all homestead exemptions from taxation provided by law, even if it is personal property.)
- (b) In a condominium or planned community:
 - (1) If there is any unit owner other than a declarant, each unit that has been created, together with its interest in the common elements, constitutes for all purposes a separate parcel of real estate.
 - (2) If there is any unit owner other than a declarant, each unit must be separately taxed and assessed, and no separate tax or assessment may be rendered against any common elements for which a declarant has reserved no development rights.
- (c) Any portion of the common elements for which the declarant has reserved any development right must be separately taxed and assessed against the declarant, and the declarant alone is liable for payment of those taxes.
- (d) If there is no unit owner other than a declarant, the real estate comprising the common interest community may be taxed and assessed in any manner provided by law.

§36B-1-106. Applicability of local ordinances, regulations and building codes.

(a) A building code may not impose any requirement upon any structure in a common interest community which it would not impose upon a physically identical development under a different form of ownership.

(b) In condominiums and cooperatives, no zoning, subdivision, or other real estate use law, ordinance, or regulation may prohibit the condominium or cooperative form of ownership or impose any requirement upon a condominium or cooperative which it would not impose upon a physically identical development under a different form of ownership.

(c) Except as provided in subsections (a) and (b) of this section, the provisions of this chapter do not invalidate or modify any provision of any building code, zoning, subdivision, or other real estate use law, ordinance, rule, or regulation governing the use of real estate.

§36B-1-107. Eminent domain.

(a) If a unit is acquired by eminent domain, or part of a unit is acquired by eminent domain, leaving the unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by the declaration, the award must include compensation to the unit owner for that unit and its allocated interests, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that unit's allocated interests are automatically reallocated to the remaining units in proportion to the respective allocated interests of those units before the taking, and the association shall promptly prepare, execute and record an amendment to the declaration reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection is thereafter a common element.

(b) Except as provided in subsection (a), if part of a unit is acquired by eminent domain, the award must compensate the unit owner for the reduction in value of the unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, (i) that unit's allocated interests are reduced in proportion to the reduction in the size of the unit, or on any other basis specified in the declaration and (ii) the portion of the allocated interests divested from the partially acquired unit are automatically reallocated to that unit and to the remaining units in proportion to the respective allocated interests of those units before the taking, with the partially acquired unit participating in the reallocation on the basis of its reduced allocated interests.

(c) If part of the common elements is acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the association. Unless the declaration provides otherwise, any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the units to which that limited common element was allocated at the time of acquisition.

(d) The court decree must be recorded in every county in which any portion of the common interest community is located.

§36B-1-114. Adjustment of dollar amounts.

(a) From time to time the dollar amounts specified in sections 1-203 and 4-101(b)(7) must change, as provided in subsections (b) and (c), 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, is the Reference Base Index.

(b) The dollar amounts specified in sections 1-203 and 4- 101(b)(7), and any amount stated in the declaration pursuant to those sections, must change July 1 of each year if the percentage of change, calculated to the nearest whole percentage point, between the Index at the end of the preceding year and the Reference Base Index is ten percent or more, but

(i) The portion of the percentage change in the Index in excess of a multiple of ten percent must be disregarded and the dollar amounts shall change only in multiples of ten percent of the amounts appearing in this chapter on the date of enactment;

(ii) The dollar amounts must not change if the amounts required by this section are those currently in effect pursuant to this chapter as a result of earlier application of this section; and

(iii) In no event may the dollar amounts be reduced below the amounts appearing in this chapter on the date of enactment.

(c) If the Index is revised after December, 1979, the percentage of change pursuant to this section must be calculated on the basis of the revised Index. If the revision of the Index Changes the Reference Base Index, a revised Reference Base Index must be determined by multiplying the Reference Base Index then applicable by the rebasing factor furnished by the Bureau of Labor Statistics. If the Index is superseded, the Index referred to in this section is the one represented by the Bureau of Labor Statistics as reflecting most accurately changes in the purchasing power of the dollar for consumers.

10/19/2004 CRAWFORD
AND KELLER

34615

DECLARATION

OF

CHAPEL VIEW

A Limited Expense Community

DECLARANT: ORCHARD KNOLLS LLC

Prepared by Crawford & Keller PLLC
Charles Town and Martinsburg, WV



JEFFERSON COUNTY
RECORDED DOCUMENTS

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DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made and executed this 1st day of July, 2004, by ORCHARD KNOLLS, LLC, hereinafter designated as Developer or Declarant.

WHEREAS, the Declarant is the owner of that certain property that is located in both Berkeley County and Jefferson County, West Virginia and has or will develop this property into the community to be known as Chapel View as it is designated and described on a plats made by William H. Gordon Associates, Inc, and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said subdivision and for the maintenance of the properties and improvements thereon, and to this end desires to subject the hereinafter described real estate to the hereinafter described covenants, restrictions, easements, charges and liens for the benefit of said property and each owner thereof, and

NOW, THEREFORE, WITNESSETH: That the Developer declares the hereinafter described real estate is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I

DEFINITIONS

1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.
2. "Association" and "Homeowners Association" shall mean and refer to CHAPEL VIEW HOMEOWNERS ASSOCIATION, INC.

3. "Developer" or "Declarant" shall mean and refer to ORCHARD KNOLLS, LLC

4. "The Properties" shall mean and refer to all real property which is the subject of this Declaration as set forth in Article II.

5. "Common Properties" and "Common Facilities" and "Common Areas" are interchangeable terms shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and improvements thereon, which are devoted to the common use and enjoyment of the members, and includes, but is not limited to, streets, and roadways.

6. "Lot" shall mean and refer to any plot of land shown on the plats of Chapel View, Subdivision as hereinafter described.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of any obligation.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

The real estate which has and shall be held, transferred, sold conveyed and occupied subject to this declaration is located in the Arden District, Berkeley County, West Virginia and is situate on the southeast side of I. D. VanMetre Road and being more particularly bound and described as follows:

Being all of Lots 1-20 and 22-41 of Chapel View, Phase I, as the same are more particularly designated and described "Final Plat of Chapel View Phase I" made by William H. Gordon Associates, Inc., dated February 3, 2004, as revised and recorded in the Office of the Clerk of Berkeley County, West Virginia in Plat Cabinet 10, at Slide 198-199.

THE DEVELOPER MAY, FROM TIME TO TIME, AS HEREINAFTER SET FORTH, SUBJECT ADDITIONAL REAL PROPERTY TO THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS, LIENS, ASSESSMENTS AND CHARGES HEREIN SET FORTH BY APPROPRIATE REFERENCES HERETO

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the covenants of record and to assessments by CHAPEL VIEW HOMEOWNERS ASSOCIATION, INC. shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Section 2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each lot shall be exercised as all of the owners of said lot shall among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member shall be the Developer, who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total outstanding votes for Class B membership drops below twenty votes.

(b) June 1, 2009.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer shall retain the legal title to the roads and other common facilities during development. After construction is complete, however, the Developer shall convey the legal title to all of these areas to the Association. The roads and other common facilities are dedicated to the use of the Association and shall be maintained by the Association upon the completion of roads and other common facility construction in the properties.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of, or any interest in, the roads, and common facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes for or as to the conditions thereto, shall be effective unless an instrument agreement to such dedication, transfer, purpose or conditions, signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership, has been recorded, and unless written notice of the proposed agreement and action there under is sent to every member at least fifteen (15) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Assessment. The Developer hereby covenants, and each owner of any lot by acceptance of deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that the Association may assess initially, for each lot Three Hundred Dollars (\$300.00) per year, for the use, upkeep and maintenance of rights of way in all sections of the said subdivision and such other common facilities as the said Developer may provide thereon subject to any increase provided hereafter. The assessment herein set forth is established subject to the exempt properties exception set forth in Section 7 of this Article.

Section 2. Creation of Lien. Any assessment made pursuant to this article, including late fee of \$25.00 and interest at the rate of ten percent per annum from the date of the delinquency and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on the property until paid and all owners do bind themselves, their heirs and successors in title, to this lien to the covenants herein. This lien is expressly inferior and subordinate to any mortgage or deed of trust encumbering the property affected by these covenants. In the event of a resale of one or more lots in the subdivision, the obligations shall NOT become the obligation of a new owner unless the Association has filed a lien pursuant to 36B-3-116.

Section 3. Rights, Obligations and Responsibilities of the Association.

(a) The Association shall have the right, obligation and responsibility for the collection of the moneys due under the lien assessment and for the maintenance and costs of maintenance of the streets, rights of way, street lights (if any installed by the

Homeowners Association), amenities and common properties within the subdivision, and the costs of the insurance premiums to provide property, general liability, and directors and officers liability insurance coverage of at least \$1,000,000.00 in regard to said items. The Homeowners Association shall be operated as a non-profit organization. The amount of such assessment shall be charged or assessed in equal proportions against each lot within the property.

(b) The Association may pass such rules and regulations, with appropriate penalties for promoting an orderly and civil community as well as the enforcement of the covenants.

Section 4. 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 all of residents in the Properties and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situate upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof.

Section 5. Establishment of Annual Assessment Rate. The Board of Directors of the Association may, after consideration of current maintenance costs, and future needs of the Association, fix the annual assessment in an amount below the original amount set forth in Section 1 hereof. The Board of Directors of the Association shall not increase the amount of the annual assessment more than ten percent (10%) per year without the written affirmative vote of two-thirds (2/3) of the members of the Association entitled to

vote. No property owner who is in default of the payment of the annual assessment lien as of the first day of January of any year shall be entitled to vote. Until the year beginning January 1, 2005, the annual assessment shall be THREE HUNDRED DOLLARS (\$300.00) per lot. From and after January 1, 2005, the annual assessment may be increased or decreased by a vote of the Board of Directors of the Association. The Board shall at least annually review current maintenance costs, and replacement costs including a reasonable depreciation reserve and insurance costs, including property, general liability and directors and officers liability, and the future needs of the Association and based on said review may increase or decrease the assessments PROVIDED, HOWEVER, that the annual average common expense liability of each lot, inclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed \$300.00 (or such other maximum as set forth in West Virginia Code 36B-2-203) as adjusted pursuant to Section 114, of Article 1 of Chapter 36B of the West Virginia Code, to-wit: Adjustment of dollar amounts under the West Virginia Uniform Common Interest Ownership Act. The amount of such assessment shall be charged and assessed in equal proportions against each lot within the property.

Section 6. Date of Commencement Assessment; Due Date. The annual assessment as to any lot shall commence on the first day of January, following the date the initial owner occupant occupies the home built on any lot. The Board of Directors may, at their option, elect to collect the annual assessment in monthly, quarterly, semiannually or annual installments. The contractor-builder constructing a home on any lot shall not be required to pay the annual assessment unless the contractor/builder becomes the owner occupant, in which case the annual assessment shall be payable in

like manner as any other owner occupied lot. In the event a lot is conveyed prior to January 1, 2003, the annual assessment on the owner occupant of the lot will commence on January 1, 2003. Absent the Board of Directors establishing otherwise, the annual assessment is due and payable annually on the first day of January of each year, beginning January 1, 2005, and shall be considered delinquent if not paid by April 1, of each year or such other period the Board of Directors shall determine. Further, the Board of Directors is authorized to adopt a late payment penalty fee for delinquent assessments. After January 1, 2005, the annual assessment shall be prorated at the time of purchase by the owner from the builder-contractor.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the annual assessment charges, and lien created herein:

CLASS "A" EXEMPT PROPERTIES:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All common areas, as defined in Article I hereof;

(c) All properties exempted from taxation by the laws of the State of West Virginia, upon the terms and to the extent of such legal exemption, provided, however, that property exempted from taxation by reason of the Homestead Exemption or because of a charitable designation or status, shall not be exempt from the assessments, charges, and lien created herein.

CLASS "B" EXEMPT PROPERTIES:

(a) All unimproved lots owned by the Developer within the area covered by this Declaration: provided that Class B Exemption shall cease as to any individual lot or lots

owned by the Developer upon the date the Developer, Builder or its assigns shall receive a building permit for the erection of a single family residential unit upon said lot. This exemption shall terminate on or before January 1, 2007.

Section 8. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 1 and 5 hereof, the Association may levy in any assessment year a special assessment, applicable to not more than 8 years for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the assent of 60% of the Association Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting; AND FURTHER PROVIDED, that the annual average common expense liability of each lot, inclusive of special assessments, exclusive of optional user fees and any insurance premiums paid by the Association shall not exceed Three Hundred Dollars (\$300.00) (or such other maximum as set forth in West Virginia Code 36B-2-203) as adjusted pursuant to Section 114, of Article 1 of Chapter 36B of the West Virginia Code, to-wit: Adjustment of dollar amounts under the West Virginia Uniform Common Interest Ownership Act. The quorum required for any such action shall at the first meeting be the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of the votes of the membership of the Association, and at any subsequent meeting called due to a lack of quorum at the first meeting, the quorum required for any such action shall be one-half of the required quorum at the first meeting. This Special Assessments for Capital

Improvements Section is established subject to the exempt properties exception set forth in Section 7 of this Article.

ARTICLE VI

NOTICE OF MEETINGS

CONSTITUTION OF A QUORUM

Section 1. Notices. Written notice of any meeting of this Association shall be sent to all members of at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 2. Quorum. For any action authorized under Article IV and Article V hereof the quorum shall be as follows:

At the meeting called, the presence at the meeting of Members or of proxies entitled to cast ten percent (10%) of all votes of each class of membership, shall constitute a quorum.

ARTICLE VII

REVISIONS

Developer's Right. Developer, its successors and assigns, reserve the right to unilaterally modify these covenants and restrictions as to the properties held by the Developer, but such changes shall conform to the common scheme or plan as developed in this Declaration. Such changes initiated by the Developer shall not affect the covenants and restrictions on those lots owned by owners other than the Declarant. The Developer's right to unilaterally modify this Declaration shall terminate upon the termination of the Class B membership rights as stated herein.

ARTICLE VIII

RESTRICTIONS AND PROTECTIVE COVENANTS

Section 1. Residential Use. Except as hereafter specifically provided, all lots in the Subdivision shall be known and designated as single-family residential lots and shall not be used except for residential purposes. After sale and transfer of a lot by the Developer to another party, said lot sold or transferred may not be further subdivided, except for the purpose of making a nominal boundary line adjustment.

Section 2. Restriction Against Business Use.

(a) No commercial or business building shall be established upon or permitted upon any Lot and no commercial or business activity shall be established upon or permitted upon any lot.

(b) Neither this restriction nor any other restriction contained in this Declaration of Covenants and Restrictions shall be construed to prohibit the Developer or builder, for either use as their personal residence or for purposes of profit and sale, from erecting, constructing and building any structure permitted by these Restrictions, on any Lot in the subdivision, nor prohibit the Developer from erecting, constructing, or building any streets or other common amenities within the subdivision. In addition, Developer, for itself and assigns, specifically reserves the right to and shall be permitted to operate a subdivision development and sales office out of a model home or homes or sales trailer, which may be located on any lot or lots within the subdivision.

Section 3. Restrictions as to Types of Construction. Prohibiting Mobile Homes and Modular Homes. No trailer, mobile home, double wide or similar type structure, which moves to a building site on wheels attached to its own carriage, tent, shack, garage,

barn or other type outbuildings shall at any time be used as a residence temporarily or permanently, and no trailer, mobile home, double wide, tent, shack, garage, or barn shall be utilized as a main or single family dwelling unit on any lot. No modular or sectional homes shall be erected in the subdivision as a main dwelling. Modular homes prohibited are defined, by way of illustration and not limitations, as a dwelling structure constructed with one or more modules and hauled to the site as component parts of a proposed dwelling structure. Prefabricated parts of housing units and custom buildings shall be the only type construction that will be approved in the area.

Section 4. Approval of Plans and Specifications Required. No building, house, garage, fence, hedge, wall, sidewalk, swimming pool, deck, outbuilding, storage building, or any other structure shall be commenced, erected, grown or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, design, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Developer, or Board of Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Association, as hereinafter set forth. In the event the Developer, Association, or the Architectural Review Committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Members of the Architectural Review Committee shall be

appointed by the Board of Directors for one year terms and shall be persons who are either lot owners in the subdivision or members of the Board of Directors.

Section 5. Setback Restrictions. Unless and except as otherwise shown and permitted on the recorded plat or plats of the properties, no building or any part thereof shall be erected on any lot in violation of the Berkeley County Subdivision Ordinance in effect at the time of recordation of the plat. A waiver of County's setback restriction by the Planning Commission shall not constitute approval to violate the setback requirements shown on the plat if the setbacks on the plat are more restrictive than the County requirements.

Section 6. Construction and Paving. All driveways shall be concreted or blacktopped and all lawn seeding and landscaping shall be completed prior to occupation of the residence built on the lots or as soon after occupation as weather permits, and all driveways and other improvements shall be constructed and maintained so that water and debris shall not flow or be thrown onto the roadway, and each lot owner shall construct a galvanized steel culvert with a minimum size being fifteen (15) inches in diameter where required or necessary to so restrict and control the flow of water and debris.

Section 7. Easements and Utilities. In order to permit the practical and economical installation of utilities and amenities, easements for installation and maintenance of utilities over or under a strip of land ten (10) feet wide at any point along the front, rear or side lines of all of the lots in the subdivision are reserved unto the Developer, its successors and assigns, including the Homeowner's Association, together with the right of ingress and egress for the purpose of erecting and maintaining said utilities and amenities. In addition, easements for the installation and maintenance of

said utilities and amenities are reserved as shown on the recorded plats of the Chapel View Subdivision and any section thereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities and amenities. The easement area of each lot and all improvements in it, except as hereinafter provided, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company, or the Homeowner's Association is responsible. The term utilities as used herein include, but is not limited to telephone, electrical power and cable television lines, pipes, wires, poles, conduits, pedestals, transformers, and equipment, and sewer, gas, water lines, drainage ditches, and all types of utility structures.

(a) The Association shall be responsible for the integrity of the drainage easements, that is, that the easements remain unobstructed and that the area of land within any drainage easement be and remain unobstructed by any structure or improvement. Individual lot owners shall be responsible for the maintenance, including mowing, weeding, and general upkeep of the drainage easement areas, and for the maintenance of any strips of land for the property which lie between each owner's front lot line and the paved surface of the streets. Electrical power, cable and telephone utility lines which have been installed prior to sale of any lot and which may exceed or lay outside of the ten (10) foot utility easement hereinbefore reserved, and insofar as said utility lines on said lots exceed said ten (10) foot easements on said lots, a right of way is hereby reserved for such previously installed electrical power, cable, and telephone lines at, upon, under, on and across said lots as said power, cable and telephone lines now lie. Within these

easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with such drainage and the area shall be kept as lawn only.

(b) All utilities, utility lines, utility pipes, including but not limited to electrical, gas, telephone and television service, water and sewer service, shall be placed underground, and no poles, pipes or above ground wires or lines shall be permitted. No radio or television, aerial, antennae, tower or transmitting or receiving aerial, tower or support thereof shall be permitted or placed upon any lot unless it is placed adjacent to the rear/back wall of the home built on the lot and shall be placed as much out of view as reasonably possible. No satellite dish in excess of one (1) meter in width shall be placed on any lot or placed on any building located on any lot, and all satellite dishes, if placed on any building shall be placed on the rear half of the roof or on the rear hall of the home and if placed on the ground, shall be placed in the back yard on the lot, behind the rear wall of the building, and shall be completely covered from view. No radio transmission towers shall be of a height in excess of six feet higher than the highest point of the roof of a home built on the lot.

Section 8. Sale and Use of Property Restricted. No part of the real estate within the properties may be sold or used as a right of way to any property outside of the properties, with the sole exception that the Developer may use or sell any portion of the real estate within the properties as a right of way to any property outside of the properties. This right of the Developer and any rights established thereunder, may be sold or assigned by the Developer, in whole or in part at the Developer's unilateral option, to any person or party.

Section 9. Signs and Advertising Regulated. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on the lots in said subdivision, nor upon any building erected thereon, except address identification signs, street signs, and normal and reasonable "For Sale" signs (one only), and except for any signs to be erected by Developer or its assigns identifying the name of the development, and except for any temporary signs erected with permission of the Developer identifying any lending institution involved with financing the construction of the Chapel View Subdivision and except for signs installed by builders to promote sales in the subdivision and to identify model homes, subdivision lots and sections, and to act as directional signs.

Section 10. Sanitation and Water Service. All lots are to be served with public water and sewer.

Section 11. Nuisances. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon a lot which shall tend to substantially decrease the beauty of the property as a whole, or the beauty of the specific area.

(a) No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the property. There shall not be maintained upon any lot any plant, animal, device or thing of any sort, the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the properties. Specifically included under this section is the prohibition against any livestock, swine, or poultry being kept on any lots or within the improvements located on the lot? The keeping of any non-domestic animals shall be

deemed a nuisance per se under this section; but the keeping of domestic cats and dogs, or other traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly, or unpleasant, shall not be prohibited under this section. The keeping, breeding or caring for profit or remuneration of any animals, including domestic animals, including dogs, cats or other traditional household pets, or the maintaining of a kennel, shall be considered a commercial use of the lot and is prohibited under this section. No outside animal pens, runs, or yards shall be permitted on any lot.

(b) No junk motor vehicles nor unregistered motor vehicles nor non-operative motor vehicles shall be permitted on any of the lots common areas or streets adjacent to any of the lots within the subdivision.

(c) No dump trucks, commercial road trucks, tractors or rigs normally used for pulling or hauling trailers, box-trailers, tank trailers, low-boys, flat beds or other similar vehicles, heavy trucks, truck-type tractors, or other similar vehicles with or without trailers, box-trailers, tank trailers, low-boys, flat beds, or other similar vehicles no matter how propelled or any pick-up trucks, van truck or similar vehicles having a carrying capacity in excess of three quarter (3/4) ton, or any construction machinery, boats or boat trailers shall be placed, parked, stored, or permitted to remain upon any lot or street in the properties, except for temporary use during construction or repair of any residence or appurtenant structures, streets, utilities, or other common amenities or while actually being used in such construction or repair or for such temporary uses as moving or making deliveries. No motor homes, travel trailers, campers or trailers of any type shall be kept or parked on any lot except and unless stored and parked in an enclosed garage with walls and/or doors on all four sides of said enclosed garage.

(d) Vehicles permitted within the subdivision shall either be traveling on the subdivision streets or roadways or parked on the paved driveway or in the garage of a lot improved by a residence. No vehicles shall be parked along or upon the streets or roadways of the subdivision or in the yard or any unpaved area of any lot. This provision shall not apply to lots while homes are in the process of construction on said lots and not yet occupied.

Section 12. Fences. No lot shall be fenced in any manner except as follows:

(a) A fence may be installed to enclose a swimming pool provided the maximum height of the fence is six (6) feet or the minimum height required by the State of West Virginia or Berkeley County law, ordinance, statute, rule or regulation mandating the fencing of private swimming pools.

(b) A fence may be installed to border or enclose all or a portion of the back yard of any lot provided the fence is placed no closer to the front lot line of the lot than the rear wall of the residential building constructed on the lot, and further subject to the requirements that the height and color of the fence and the materials used to construct the fence will be subject to the written approval of the Developer, Association, Architectural Review Committee, or their successors or assigns. The Architectural Review Committee may institute a written policy specifying examples of standardized fences which will be permitted to be installed under the terms of this paragraph.

(c) Chain link fence may not be installed on any lot.

(d) The Developer, and its agents and assigns, may construct and install fencing along all or any part of the common areas, including but not limited to along streets, roads, highways, lakes, ponds, or any other bodies of water.

(e) Exception to the prohibition against installing and maintaining fences on any lot may be made by the Developer or by the Association, acting by and through the Architectural Review Committee in the same manner as provided by Article VIII, Section 4 of the Declaration of Covenants and Restrictions. Any such exception, including but not limited to approvals as to height, design, materials used to construct, color and location of the proposed fence must be made in writing if approved by the Developer, Association, Architectural Review Committee, or their successors or assigns.

Section 13. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; but the same may be screened or installed within the main dwelling, or within any accessory building or buried underground.

Section 14. Sales of Alcoholic Beverages. Beer and Wine Prohibited. No beer, wine or other alcoholic beverages of any type or nature shall be sold or stored for sale on any lots.

Section 15. Swimming Pools. In ground and above ground swimming pools are permitted.

Section 16. Contractors. Only West Virginia licensed contractors shall be permitted to construct buildings, homes, outbuildings, or improvements of any kind on lots in the subdivision. Developer shall have the unilateral and sole right to limit, approve and designate the number of and identity of contractors and builders permitted to build homes and construct improvements within the subdivision. Approval or disapproval of a contractor to perform construction on a lot within the subdivision shall be subject to the review, approval and disapproval provisions of Article VIII, Section 4 of this Declaration of Covenants and Restrictions.

Section 17. Recreational Vehicles, Motorcycles, Etc. Trail bikes, snow mobiles, all terrain vehicles, mini bikes and similar vehicles may be stored in a garage located on any lot, but none of such vehicles shall be otherwise placed, parked, used or permitted to remain upon any lot common area or road with the Community. No motorcycles shall be permitted in or on the properties, except a licensed motorcycle with a muffler may be used for ingress to and egress from a lot in the properties.

Section 18. Rental. Homes or lots shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as: (i) rental for any period less than 365 days, or (ii) any rental, if the occupants of the home are provided customary hotel services, such as (but not exclusively limited to) bed-and-breakfast, room service, laundry and linen services, except that any owner including a Developer or a contractor building a home within the subdivision may rent a home for a period of less than 180 days to a bona-fide contract purchaser. Other than the foregoing, an owner shall have the absolute right to lease a home as a non-transient residence for one household. Developer and any contractor building a home within the subdivision, however, shall have the right to rent any unsold homes without regard to the limitation aforesaid. No owner may lease less than an entire home. Lease of a home shall not relieve the owner from the duty to pay all assessments as provided herein. In the event a tenant fails to comply with the provisions of the Declaration, in addition to all other remedies it may have, the Homeowners Association or any owner may notify the owner of the leased home of such violation(s) and demand that the same be remedied within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the owner shall immediately thereafter, at this own cost and expense, institute and diligently prosecute

any eviction action against his tenant on account of such violation(s). In the event the owner fails to fulfill the foregoing obligation in a reasonable time and manner, then Homeowners Association shall have the right, but not the duty or obligations to institute and prosecute such action.

Section 19. Trash and Garbage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in a neat, clean and sanitary condition. All lots shall be free and clear of trash and rubbish at all times and shall be kept in an attractive, sightly manner. Trash receptacles shall be kept out of public view and inside the house, garage or an out building constructed on the lot (except for the day when trash pickup occurs).

Section 20. Clothes Lines, Clothing, Sheets, Blankets and Laundry. No lot owner shall cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios or balconies of any building, parking area or other portion of their lot. No outdoor clothes lines are permitted.

Section 21. Owner's Roster. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of lot owners, each lot owner shall give the Homeowners Association a notice at least 30 days prior to the sale of their lot.

Section 22. Garages. No ground floor of a garage shall be converted or renovated for any residential living purpose. All garages shall be kept usable as a garage for passenger motor vehicles or other permitted vehicles, subject to the following exception. The Developer or its assigns and agents are permitted to use the garage made

part of the model homes as sales offices prior to the respective model home being sold to a purchaser who will occupy the home for residential purposes. Once the home is sold to the initial residential occupant the garage may no longer be used for a real estate sales office or any other business or commercial purpose.

Section 23. Tree Removal. The removal of any living trees from any lot is prohibited unless such removal is first approved by the Developer, or the Association, or the Architectural Review Board as provided by Article VIII Section 4 of this Declaration.

Section 24. Exterior Burning. No open fires shall be permitted on any of the properties or common properties. All outdoor burning shall be in small, well built, attractive exterior fire places or barbeque grills.

Section 25. Discharge of Firearms. The discharge of firearms shall not be permitted within the properties or common properties.

Section 26. Catch Basins and Drainage Areas. Catch basins and drainage areas are for the purpose of the natural flow of water only. No obstruction or debris shall be placed in these areas. No person other than the Developer may change or rechannel the drainage flow after location and installation of drainage swales, storm sewers or other storm drains. Developer hereby preserves a perpetual easement across the Lots and Properties and Common Properties for the purpose of altering drainage and water flow.

Section 27. Landscaping at Street Intersections. All lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 28. Outdoor Lighting. Outdoor lighting shall be of the type and installation such that no direct glare is visible from adjoining lots. All outdoor lighting must be approved pursuant to Article VIII, Section 4.

Section 29. Construction Debris. During construction, lots shall be kept free and clear of unnecessary and unsightly debris. All trash, rubbish, and debris shall be cleaned on a reasonable periodic basis during construction, and all trash, rubbish and debris shall be promptly removed from the lot after construction is completed. Existing storm water runoff drainage patterns for each lot shall be protected at all times both during and after construction. During construction, reasonable measures shall be taken to prevent erosion by wind and water.

Section 30. Signs, Lettering and Mail Boxes. The Developer shall determine the location, color, size, design, lettering, and all of the particulars of all mail or delivery boxes and the standards and brackets and name signs for the mail boxes in order that the mail and delivery boxes be of a similar character, but not necessarily uniform, in appearance with respect to those items. The Developer shall determine the location, color, size, design and lettering (including numbers) of any decorative features, items, plaques, words or numbers placed on the exterior of any house, garage or any other improvement placed or located on the lot. No free standing signs shall be allowed on any lot except as otherwise provided in this Declaration for identification of the subdivision or the model homes or bona-fide "For Sale" signs for the sale of any improved or unimproved lot, all of which freestanding signs may not be placed within the development until first approved by the Developer. The Developer may designate the

Association or the Architectural Review Committee to act for it in the matters set forth in this paragraph.

Section 31. Ornaments. No vehicle tires of any type may be placed upon a lot, except when in use and connected to a motor vehicle. Seasonal ornaments celebrating holiday seasons may be placed on a lot or the improvements thereon, but must be removed upon the expiration of the particular holiday season.

Section 32. Vegetable Gardens. No vegetable gardens or produce may be grown or located in the front yard of any lot, but may be grown or located in the rear of any lot. No vegetable garden may be larger than 120 square feet. The rear of the lot is defined as the portion of the lot behind the back wall of the house located upon the lot.

Section 33. Outbuildings, Storage Buildings and Storage Barns. Outbuildings, storage buildings, and storage barns may be constructed on the lot provided they do not violate the setback provisions set forth in this Declaration of Covenants and Restrictions, provided they are located in the back yard of the lot, and provided they have a width no greater than eight feet, a length no greater than sixteen feet, walls (not including the roof) no taller than six feet, and provided they are constructed of wood and of approved design with a color matching that of the home on the same lot. No outbuildings, storage barns, or storage buildings made of metal shall be constructed, placed, or located upon any lot. No more than one outbuilding garage shall be permitted on any lot. No outbuilding shall be used as a detached garage.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration and Amendments. The restrictions of this Declaration shall run with and bind the land, and shall inure the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots of the entire CHAPEL VIEW SUBDIVISION has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any such action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid to the last known address of the person who appears as Member or Owner on the records of the Association at that time of such mailing. It is the duty of the owner to keep the Association informed of the owner's current address.

Section 3. Remedies.

(a) The Association, or any Owner, shall have the right to enforce this Declaration and the Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provisions of this

Declaration or any restrictions contained, to restrain violation, to require specific performance and/or to recover damages; and to proceed against any Lot to enforce any lien created by these Restrictions. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees, in the event any legal action is taken by the Association, and such fees, approved by a court of competent jurisdiction, shall constitute a lien on the lot, collectible in the same manner as assessments hereunder.

(b) The Association may adopt such needful and necessary rules and regulations to aid in the enforcement of these covenants including such fines and penalties as are appropriate. Any fine or penalty shall have the same force as a lien of assessment. Members shall be given due notice and a right to be heard as set forth in the bylaws shall be given prior to the assessment of a penalty or fine.

Section 4. Non-waiver. Failure of the Developer or any Owner, or their respective legal representative, heirs, successors and assigns, to enforce any Restrictions contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 5. Assignability. The Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under the Declaration, subject to the Developer's obligations hereunder.

Section 6. Construction and Interpretation. The Association, to the extent provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, and interpretation and the enforcement of the provision of this

Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners to the end that the Property shall be preserved and maintained as a viable community.

Section 7. Severability. All the covenants, conditions, restrictions, and reservations contained in this Declaration are hereby declared to be severable and the finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful, or unenforceable shall not effect the validity or enforceability of any other covenants, conditions, restrictions, reservations, clause or phrase thereof.

Section 8. Non-liability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association or the Developer, or their successors or assigns, any liability whatsoever for property damage and/or personal injury occurring to any person or persons whomsoever, or by reason of any use of any Common Areas, roadways or streets. Any and all persons using any such streets, roadways, Common Areas, or easements shall do so at their own risk and without any liability whatsoever on the part of the Association, the Developer or their respective successors or assigns, as the case may be.

Section 9. Applicability. All provisions of this Declaration which govern the conduct of lot owners shall also apply to all occupants, guests, agents, and invitees. Every lot owner shall cause all occupants of their lot to comply with this Declaration.

WITNESS, the following signatures and seals this 1st day of July, 2004.

ORCHARD KNOLLS LLC

By [Signature]
Brian Burke, Manager


COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 4 day of ^{October} July, 2004, by Brian Burke, Manager of Orchard Knolls LLC, on behalf of the Limited Liability Company.

My commission expires:

6/30/08

[Signature]
Notary Public


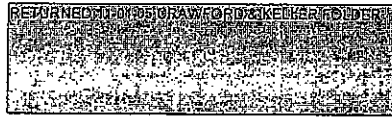
This document was prepared by: James B. Crawford, III, CRAWFORD & KELLER
PLLC, P.O. Box 266, Charles Town, WV 25414

BERKELEY COUNTY, WV
FILED
October 05, 2004 16:15:32
JOHN W. SMALL JR.
COUNTY CLERK
TRANSACTION NO: 2004034615
BOOK OF DEEDS
Book: 00778 Page: 00252



JEFFERSON COUNTY, WV
FILED
October 18, 2004 14:02:53
JOHN E. OTT
COUNTY CLERK
TRANSACTION NO: 2004027188
BOOK OF DEEDS
Book: 00997 Page: 00001





FIRST AMENDMENT TO THE DECLARATION OF CHAPEL VIEW

This First Amendment to the Declaration of Chapel View made and executed this 1st day of October, 2005, by Orchard Knolls, LLC, hereinafter designated as "Developer or Declarant".

WHEREAS, the Declarant is the owner of that certain property which is located in both Jefferson and Berkeley County, West Virginia and has developed the property into the community known as Chapel View as the same is designated and described on a plats made by William H. Gordon & Associates, Inc., and

WHEREAS, the Declarant executed a Declaration dated July 1, 2004, which Declaration is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 997 at Page 1, and

WHEREAS, pursuant to the provisions of the aforesaid Declaration, the Declarant reserved, from time to time, the right to add additional real property to the community and to subject to the additional property to the conditions, restrictions, covenants, reservations, liens, assessments and charges as set forth in the Declaration, and

WHEREAS, the Declarant wishes to exercise this right and to amend the Declaration to add to Article II of the Declaration, the following described property:

BEING all of Lots 1 – 64 of Chapel View, Phase II, as the same is more particularly designated and described on a plat entitled "Final Plat of Chapel View, Phase II, made by William H. Gordon & Associates, Inc., dated March 24, 2004 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 21 at Page 55.

In all other respects, the Declaration is hereby ratified and confirmed.

Witness the following signatures and seals this 13th day of October, 2005.

Orchard Knoll LLC

By

Brian Burke, Manager

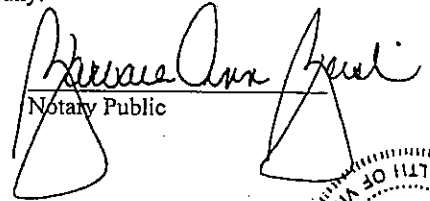
COMMONWEALTH OF VIRGINIA

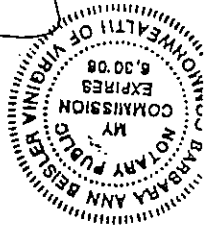
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this ___
day of October, 2005, by Brian Burke, Manager of Orchard Knoll LLC
and on behalf of the limited liability company.

My commission expires:

6/30/08


Notary Public



JEFFERSON COUNTY, WV

FILED

October 31, 2005 16:39:03

JENNIFER S. MACHAN

COUNTY CLERK

TRANSACTION NO: 2005029297

BOOK OF DEEDS

Book: 1016 Page: 00114





FIRST AMENDMENT TO THE DECLARATION OF CHAPEL VIEW

This First Amendment to the Declaration of Chapel View made and executed this 1st day of October, 2005, by Orchard Knolls, LLC, hereinafter designated as "Developer or Declarant".

WHEREAS, the Declarant is the owner of that certain property which is located in both Jefferson and Berkeley County, West Virginia and has developed the property into the community known as Chapel View as the same is designated and described on a plats made by William H. Gordon & Associates, Inc., and

WHEREAS, the Declarant executed a Declaration dated July 1, 2004, which Declaration is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 997 at Page 1, and

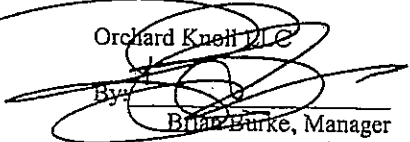
WHEREAS, pursuant to the provisions of the aforesaid Declaration, the Declarant reserved, from time to time, the right to add additional real property to the community and to subject to the additional property to the conditions, restrictions, covenants, reservations, liens, assessments and charges as set forth in the Declaration, and

WHEREAS, the Declarant wishes to exercise this right and to amend the Declaration to add to Article II of the Declaration, the following described property:

BEING all of Lots 1 – 64 of Chapel View, Phase II, as the same is more particularly designated and described on a plat entitled "Final Plat of Chapel View, Phase II, made by William H. Gordon & Associates, Inc., dated March 24, 2004 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 21 at Page 55.

In all other respects, the Declaration is hereby ratified and confirmed.

Witness the following signatures and seals this 13th day of October, 2005.

Orchard Knolls LLC
By: 
Brian Burke, Manager

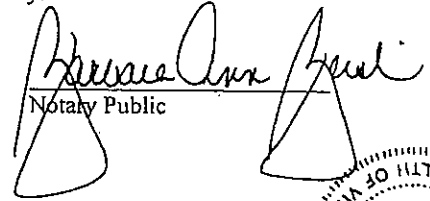
COMMONWEALTH OF VIRGINIA

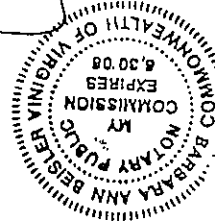
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 25th day of October, 2005, by Brian Burke, Manager of Orchard Knoll LLC and on behalf of the limited liability company.


My commission expires:

6/30/08



Notary Public



JEFFERSON COUNTY, WV
FILED
October 31, 2005 16:39:03
JENNIFER S. MAGHAN
COUNTY CLERK
TRANSACTION NO: 2005029297
BOOK OF DEEDS
Book: 1016 Page: 00114



JEFFERSON COUNTY, WV
FILED
November 03, 2005 10:23:08
JENNIFER S. MAGHAN
COUNTY CLERK
TRANSACTION NO: 2005029556
BOOK OF DEEDS
Book: 1016 Page: 00217





SECOND AMENDMENT TO
DECLARATION

OF

CHAPEL VIEW

A Limited Expense Community

DECLARANT: ORCHARD KNOLLS, LLC

This Second Amendment to the Declaration of Covenants and Restrictions of Chapel View, a limited expense community, to wit:

WHEREAS, by Declaration dated July 1, 2004, and recorded in the Office of the Clerk of the County Commission of Berkeley County in Deed Book 997 at page 1, the undersigned Declarant established Chapel View as a Limited Expense Community within the meaning of West Virginia Code Sections 36B-1-203(b) and 36B-1-114, and

WHEREAS, pursuant to the provisions of Article VII of said Declaration, Declarant reserved the right to modify and amend said Declaration during the continuance of Declarant's Class B membership, and

WHEREAS, by instrument dated October 1, 2005, and recorded in said Clerk's Office in Deed Book 1016, Declarant exercised its right to amend said Declaration, and

WHEREAS, Declarant currently holds title, in said development, to four (4) lots and more, and therefore holds at least twenty votes as a Class B member, and maintains said Class B membership in accord with Article III of said Declaration, and

WHEREAS, Declarant desires herewith to amend said Declaration to expand the common area, as defined in said Declaration, so as to include a certain "Trail Easement" as the same is depicted and described on a plat made by William H. Gordon Associates, Inc., dated September 22, 2006, entitled "Trail Easement Plat on Lots 24 & 25, Chapel View, Section 2" which is recorded together with a deed from Richmond American Homes Of WV, Inc., a Colorado Corporation, dated June 21, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County in Deed Book 1038 at page 520, and

WHEREAS, such addition to the common area conforms to and will promote the

common scheme and plan as set forth in the above said Declaration,

NOW, THEREFORE, the following easement is hereby added as a "Common Area" as same is defined in Article I, paragraph 5 of said Declaration:

"All that certain real estate located in the Middleway District, Jefferson County, West Virginia, comprising a certain "Trail Easement" as the same is depicted and described on a plat recorded together with a deed from Richmond American Homes Of WV, Inc., a Colorado Corporation, dated June 21, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County in Deed Book ____ at page ____."

Said easement shall be subject to all provisions contained in said Deed, said Declaration, and all applicable amendments thereto, including, but not limited to, the provisions of Article IV, Section 2, of said Declaration.

In all respects not expressly or impliedly amended herein, said Declaration, and all prior amendments thereto, shall remain in full force and effect.

Witness the following signature and seal, this 27th day of June, 2007.

Orchard Knoll LLC

By 

Brian Burke, Manager

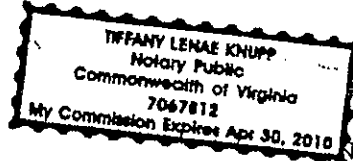
COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to wit:

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by Brian Burke, Manager of Orchard Knoll LLC, for, and on behalf of, said limited liability company.

My commission expires:

April 30, 2010



Notary Public

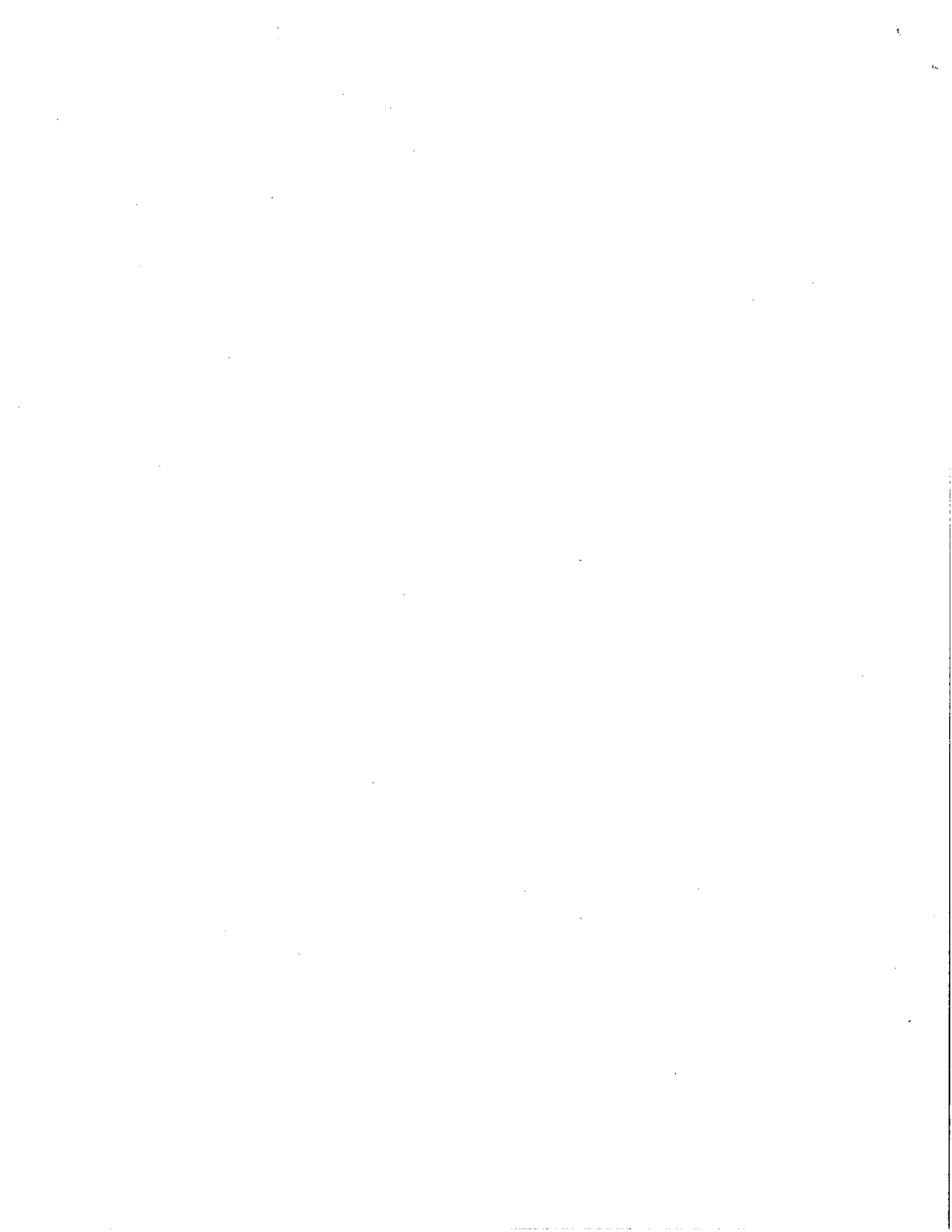
Tiffany Lenae Knupp



JEFFERSON COUNTY, WV
FILED
July 16, 2007 12:43:48
JENNIFER S. MACHAN
COUNTY CLERK
TRANSACTION NO: 2007015655
BOOK OF DEEDS
Book: 1038 Page: 00524



THIS INSTRUMENT WAS PREPARED BY: Braun A. Hamstead, Hamstead & Associates,
L.C., P. O. Box 730, Charles Town, West Virginia 25414.



Amy Puetz

From: Jennifer Brockman [jbrockman@jeffersoncountywv.org]
Sent: Thursday, July 29, 2010 10:55 AM
To: John Maxey; Francis Morgan; Stephan Alemar ; William Kelly Baty; Daniel Hayes; Arnie Dailey; Morgan L. Ethers; ttrumble@frontiernet.net; Gene Taylor
Cc: 'Stephen Groh'; sbarney@jeffersoncountywv.org; 'Seth Rivard'; apuetz@jeffersoncountywv.org; 'Julia Quodala'; 'Jennilee Hartman'; 'Christine Chalmers'
Subject: FW: FOIA

PC Members:

See Stephen Groh's e-mail correspondence about the FOIA request below.

Thanks

Jennie

Jennie Brockman, Director

Jefferson County Department of Planning and Zoning Office (304) 728-3228

-----Original Message-----

From: Stephen Groh [mailto:sgroh@jeffersoncountywv.org]
Sent: Thursday, July 29, 2010 10:37 AM
To: jbrockman@jeffersoncountywv.org
Subject: FW: FOIA

FYI.

Could you mass-email this to the PC members as well?

Thanks,

Stephen

-----Original Message-----

From: Amores, Jon [mailto:Jon.Amores@wv.gov]
Sent: Thursday, July 29, 2010 9:27 AM
To: sgroh@jeffersoncountywv.org
Subject: FOIA

Steve,

Just called your office. I confirmed that our response to the Commission FOIA included all we had in our files; if we inadvertently billed for 50 more copies than was received, please reduce the payment by that amount and note it on the invoice.

Should you have any other questions or concerns please do not hesitate to call.

Best,

Jon

Jon Amores
Deputy Secretary and General Counsel
West Virginia Department of Commerce
State Capitol Building 6, Room 553
Charleston, WV 25305-0311
Telephone (304) 558-2234
Toll Free (800) 982-3386
Facsimile (304) 558-1189
jon.amores@wv.gov

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JEFFERSON COUNTY, WEST VIRGINIA
Department of Planning & Zoning
116 East Washington Street, 2nd Floor
P.O. Box 338
Charles Town, West Virginia 25414

Email: planningdepartment@jeffersoncountywv.org
zoning@jeffersoncountywv.org

Phone: (304) 728-3228
Fax: (304) 728-8126

Director's Report
August 10, 2010
Planning Commission meeting

- 1) Activity Report (attached)
- 2) Update on Subdivision Regulation Amendment Public Hearings:
Wednesday, August 4, 2010 – Blue Ridge Elementary School;
Monday, August 9, 2010 -- Library Basement Community Room

Written Public Comments being accepted until 5 pm Wednesday, August 11,
2010

- 3) Urban Tree Canopy – Division of Forestry Grant opportunity
- 4) Update on upcoming US 340 planning effort

Christine Chalmers

To: PLANNING COMMISSION
Subject: FW: WEEKLY CALENDAR

MONDAY, AUGUST 2, 2010

10:00 am - 11:30 am JENNIE, SETH, STEVE & JENNILEE- MEETING W/ MIKE CASSELL & CHRIS HANSEN
RE: ON-SITE MEETING @ BOX FACTORY ROAD SITE / OBF PROPERTIES
1:30 pm JENNIE, STEVE & JENNILEE – ZONING MAP MEETING

TUESDAY, AUGUST 3, 2010

9:30 am STAFF MEETING
11:00 am – 12:30 pm JENNIE, STEVE & JENNILEE – WEEKLY ZONING DEPARTMENT REVIEW
1:00 pm – 3:00 pm JENNIE & SETH – TREE CANOPY GRANT / FOLLOW-UP MEETING
3:30 pm – 5:30 pm JENNIE , SETH & STEVE – WEEKLY PLANNING DEPARTMENT
REVIEW

WEDNESDAY, AUGUST 4, 2010

8:00 am JENNIE – DEPARTMENT HEAD MEETING @ HUNTER HOUSE
10:00 am JENNIE – MEETING WITH KATIE SEE & SARAH KLECKNER
1:30 pm – 2:30 pm JENNIE – CITY OF RANSON / RE: PLACEMAKERS CONTRACT (SCOPE OF WORK)
6:00 pm – 10:00 pm JENNIE, SETH & STEVE – SUBDIVISION REGULATION PUBLIC HEARING
LOCATION: BLUE RIDGE ELEMENTARY

THURSDAY, AUGUST 5, 2010

9:00 am - COUNTY COMMISSION MEETING
1:30 pm STEVE & JENNILEE – MEETING WITH BARBARA FELDMAN
7:00 pm JENNIE, SETH, STEVE & AMY / PC SUB-COMMITTEE MEETING
RE: OLD STANDARD QUARRY

FRIDAY, AUGUST 6, 2010

10:45 am JENNIE & SETH – CONFERENCE CALL / RE: 340 STUDY
12:30 pm - 3:00 pm JENNIE – BOARD OF HEALTH MEETING
4:00 pm JENNIE, SETH, STEVE & AMY - PC SUB-COMMITTEE MEETING /
RE: CELL TOWERS

Christine Chalmers

To: PLANNING DEPARTMENT
Subject: WEEKLY CALENDAR

MONDAY, AUGUST 9, 2010

9:30 am JENNIE, SETH, STEVE, BECKY & JONATHAN – MEETING W/DALE MANUEL &
DEPARTMENT OF PARKS & REC / RE: HITE ROAD PARK
1:30 pm SETH, STEVE, JONATHAN – SITE PLAN PPC / RE: 7-11 STORE ON JEFFERSON AVE.
2:30 pm JENNIE, SETH (& STEVE) – MEETING WITH MICHAEL SCHWARTZ
7:00 pm JENNIE – FARMLAND PRESERVATION BOARD MEETING (?)
6:00 pm – 10:00 pm JENNIE, SETH (STEVE?) - COUNTY COMMISSION PUBLIC HEARING #2 /
(starts @ 7:00 pm) RE: SUBDIVISION REGULATIONS – LOCATION: LIBRARY CONFERENCE ROOM

TUESDAY, AUGUST 10, 2010

8:00 am -3:30 pm SETH & STEVE – EASTERN PANHANDLE GIS USERS GROUP MEETING /
LOCATION: BERKELEY SPRINGS
7:00 PM PLANNING COMMISSION MEETING

WEDNESDAY, AUGUST 11, 2010

9:30 am STAFF MEETING TO INCLUDE PLANNING COMMISSION MEETING REVIEW
11:00 am JENNIE, SETH, STEVE (& JONATHAN?) –
MEETING WITH TOM BAYUZIK & BARBARA SCOTT / RE: NEW PROJECT
(SUMMIT POINT)
2:00 pm JENNIE – MEETING WITH STEPHANIE / RE: PAYNES FORD STATION
3:30 pm – 4:30 pm JENNIE, SETH & AMY – PLANNING REVIEW

THURSDAY, AUGUST 12, 2010

9:00 am - COUNTY COMMISSION MEETING
1:30 pm – 4:00 pm JENNIE, STEVE & JENNILEE – COMBINATION MEETING /
WEEKLY ZONING DEPT. REVIEW AND ZONING ORDINANCE REVISIONS

FRIDAY, AUGUST 13, 2010

12:30 pm - 1:30 pm ALL STAFF (MONTHLY) TEAM BUILDING SESSION

SATURDAY, AUGUST 14, 2010

2:00 pm BLUE RIDGE MOUNTAIN COMMUNITY MEETING /
LOCATION: BLUE RIDGE ELEMENTARY CAFETERIA

Jefferson County, West Virginia

Department of Planning

116 East Washington Street; 2nd Floor

P.O. Box 338

Charles Town, West Virginia 25414

Phone: (304) 728-3228

Fax: (304) 728-8126

Email: planningdepartment@jeffersoncountywv.org

JUNE 30, 2010

PRE-PROPOSAL CONFERENCE MEMORANDUM / PARENT-TO-CHILD TRANSFER

MEETING DATE: June 9, 2010 @ 11:00 a.m.

CONTACT NAME: Robert Land Surveying
Attention: Michael S. Roberts, P.S., L.S.

Address/Phone Number: 2068 Palmer Road
Hedgesville, West Virginia 25427
(304) 671-5406 / miker002395@verizon.net

OWNER: Ross Morgan

PHYSICAL ADDRESS: 4331 Ridge Road; Shepherdstown, West Virginia

PROPOSED PROJECT: RESIDENTIAL SUBDIVISION / PARENT-TO-CHILD TRANSFER
Two Lots and a Residue

DISTRICT/MAP/PARCEL: SHEPHERDSTOWN TAX DISTRICT / MAP 13 / PARCEL 19.2

2002 ZONING MAP DIST.: RURAL

INDIVIDUAL LOT SIZES: Lot #1: 2.1 acres; Lot #2: 2.1; Remaining Residue Lot: 9.4 acres

TOTAL PARCEL SIZE: Approximately: 13.63 acres

MEETING DESCRIPTION:

- The meeting attendees included Zoning Administrator, Jennifer Snyder; County Planner, Seth Rivard; County Engineer, Jonathan Saunders; and representing the Applicant, Michael Roberts of Roberts Land Surveying. Owner, Ross Morgan, his Daughter and Son, Zak Morgan were also present.
- Overview: The proposed project consists of creating two (2) lots, each containing a minimum of two (2) acres, and remaining Residue, for conveyance to the Applicants sons as a Parent-to-Child transfer.
- Access Easement and existing structures.
- Potential Environmental constraints.
- Anticipated Time-frames and Deadlines.
- Additional relevant information to consider may include file numbers, dates, previous proposals, etc. (Plat notes to be added.)
- Application Fee: **\$800.00** Payment(s): **None Received**

FINDING:

The Plan concept appears to satisfy the intent of the Zoning & Subdivision Ordinance requirements. Parent-to-Child plat notes are required and were provided to the Applicant at the meeting. Additionally, if current access changes, two existing addresses (including neighbors to South) will also change. Applicant will need a Road Change Reservation Form, available from the GIS Office: (304) 725-8484.

EFFECT OF FINDING:

The Applicant may proceed with the engineering of the proposed Minor Subdivision / Parent-to-Child transfer. Upon receipt of the required material and fees, and approvals from the Health Department and Division of Highways, the Department of Planning and Zoning will process said Minor Subdivision / Parent-to-Child transfer within the time line requisites stated in the Subdivision Regulations.

Sincerely,

Jennifer Snyder,
Zoning Administrator

JJS/clc
cc: Michael S. Roberts, P.S., L.S.
Engineering & Building Permit Department

Jefferson County, West Virginia

Department of Planning & Zoning

116 East Washington Street; 2nd Floor

P.O. Box 338

Charles Town, West Virginia 25414

Phone: (304) 728-3228

Fax: (304) 728-8126

Email: planningdepartment@jeffersoncountywv.org

JULY 22, 2010

PRE-PROPOSAL CONFERENCE MEMORANDUM

MEETING DATE: July 6, 2010 at 10:00 a.m.

CONTACT NAME: Ed Johnson / Ed Johnson & Associates
(Address/Phone Number) 674 Acorn Circle; Harpers Ferry, West Virginia 25425

OWNER/DEVELOPER: Nandhini Arumuganathan
PHYSICAL ADDRESS: Route 340

PROPOSED PROJECT: RESIDENTIAL SUBDIVISION: includes Four Lots & a Residue.
DISTRICT/MAP/PARCEL: HARPERS FERRY TAX DISTRICT / MAP 7 / PARCEL 6
ZONING MAP DISTRICT: RESIDENTIAL GROWTH

INDIVIDUAL LOT SIZES (approx.): Lot #1: 1.5 acres; Lot #2: 1.5 acres; Lot #3: 1.5 acres;
Lot #4: 1.5 acres; Residue Lot: 7.43 acres

TOTAL PARCEL SIZE: Approximately: 13.43 acres

MEETING DESCRIPTION:

- The meeting attendees included Director, Jennifer Brockman; County Planner, Seth Rivard; County Engineer, Jonathan Saunders; and Consultant, Ed Johnson with Ed Johnson & Associates.
- Overview: The proposed project consists of creating a Four (4) Lot Minor Subdivision with Residue.
- Tentative site capacity calculations.
- Potential environmental constraints and mitigation measures as required.
- May require a Waiver for multiple entrances.
- Anticipated Time-Frame and Deadlines.
- Additional relevant information to be considered (includes file numbers, dates/previous proposals, etc.).
- Coordinate with Addressing / GIS Office Department for assignment of Easement name.
- Application Fee: **\$1,200.00** Payment(s): **None Received**

FINDING: The Plan concept appears to satisfy the intent of the Subdivision Ordinance requirements.

EFFECT OF FINDING: The Applicant may proceed with the engineering of the proposed Minor Subdivision. Upon receipt of the required material, the Department of Planning and Zoning will process said Minor Subdivision within the time line requisites stated in the Subdivision Regulations.

Sincerely,

Seth Rivard
County Planner

**Jefferson County, West Virginia
Department of Planning & Zoning**

116 East Washington Street; 2nd Floor
P.O. Box 338
Charles Town, West Virginia 25414

Email: planningdepartment@jeffersoncountyvww.org

Phone: (304) 728-3228
Fax: (304) 728-8126

JUNE 11, 2010

PRE-PROPOSAL CONFERENCE MEMORANDUM

MEETING DATE: June 9, 2010 at 10:00 a.m.

CONTACT NAME: Mike Shepp / Appalachian Survey (304) 724-5008
(Address/Phone Number) P.O. Box 35; Charles Town, West Virginia 25414

Paul Raco
P.J. RACO CONSULTING, LLC / (304) 676-8256
P.O. Box 548; Charles Town, West Virginia 25414

OWNER/DEVELOPER: Margaret (and Eugene) Olcott
PHYSICAL ADDRESS: 59 Norman Lane; Shepherdstown, West Virginia 25443

PROPOSED PROJECT: RESIDENTIAL SUBDIVISION: includes One Lot & a Residue.
DISTRICT/MAP/PARCEL: SHEPHERDSTOWN TAX DISTRICT / MAP 5 / PARCEL 10.3
ZONING MAP DISTRICT: RURAL

INDIVIDUAL LOT SIZES (approx.): One 94.371 acre Lot / Residue Lot (approx): 21.322 acres
TOTAL PARCEL SIZE: Approximately: 115.693 acres

MEETING DESCRIPTION:

- The meeting attendees included Zoning Administrator, Jennifer Snyder; County Planner, Seth Rivard; County Engineer, Jonathan Saunders; Consultants Paul Raco of P. J. Raco Consulting, LLC and Mike Shepp with Appalachian Survey; and Owner, Bruce Olcott.
- Overview: The proposed project consists of separating the portion of the property outside of the Easement for the purpose of creating a One (1) Lot Minor Subdivision with Residue.
- Tentative site capacity calculations.
- Potential environmental constraints and mitigation measures as required.
- Anticipated Time-Frame and Deadlines.
- Additional relevant information to be considered (includes file numbers, dates/previous proposals, etc.): Farmland Preservation Easement in 2003.
- Application Fee: **\$600.00** Payment(s): **None Received**

FINDING:

The Plan concept appears to satisfy the intent of the Subdivision Ordinance requirements.

EFFECT OF FINDING:

The Applicant may proceed with the engineering of the proposed Minor Subdivision. Upon receipt of the required material, the Department of Planning and Zoning will process said Minor Subdivision within the time line requisites stated in the Subdivision Regulations.

Sincerely,

Jennifer Snyder

Zoning Administrator

JJS/elc

cc: Paul Raco, P.J. Raco Consulting, LLC
Mike Shepp, Appalachian Survey