

**KENSINGTON**  
**A RESIDENTIAL SUBDIVISION**  
**Shepherdstown, West Virginia**

**COMMUNITY IMPACT STATEMENT**

February 2007



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**COMMUNITY IMPACT STATEMENT**

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**A. General Description of the Project**

**1. Name, Address and Telephone Number of Owner/Developer**

Owner

Federal Group, Inc.  
233 Lowe Drive  
Shepherdstown, WV 25443  
Attention: Kenneth F. Lowe, Jr.  
304-870-7001

Developer

Ken Lowe Management Company and/or Assigns  
233 Lowe Drive  
Shepherdstown, WV 25443  
Attention: Mr. Kenneth F. Lowe, Jr.  
304-870-7001

**2. Name, Address and Telephone Number of Contact Person**

Alpha Associates, Incorporated  
Mr. Richard Klein, P.E.  
535 West King Street  
Martinsburg, WV 25401  
304-264-0051

**3. Tract Size, Shape, Location and Zoning**

Tract Size – 6.18 Acres

Shape - Rectangular

Location – Lies adjacent to Lowe Drive, just west of Shepherdstown, directly across the street from the entrance to the Clarion Hotel and Conference Center. See site location map in Appendix A. Also included in the appendix is a list of all adjoining property owners.

Zoning – Residential Growth Zone

**4. Project Design or Layout**

This project is being planned to provide single-family townhomes in the Shepherdstown vicinity geared primarily to empty nesters and retirees that desire quality housing with just a small amount of property to maintain. The sketch map of the layout is provided in the envelope at the back of the document. The proposed plan for the subdivision includes paved streets with curb, sidewalks, streetlights, public water, public sewer, storm drainage, storm water management and pocket park areas. All of the units include detached garages at the rear of the houses accessed by service alleys designed in the manner of the Williamsburg matrix. Parking is provided in the rear for the home owners, with visitor parking provided along the streets in front of the units. As currently envisioned, the development may be separated from Lowe Drive by a decorative brick wall.

**5. Number, Approximate Size and Location of Proposed Lots or Building Sites –**

The subdivision layout of 36 townhome lots is shown on the sketch map attached to this document. The interior lot size will be approximately 22' by 129' for a total of 2,838 sf. The end unit lots will vary in size from approximately 4,796 sf to 6,164 sf. The overall subdivision density is 5.83 lots per acre. This equates to a density of 7,478 square feet per unit. The minimum density requirement in the Ordinance is 3,500 square feet per unit. A location map is included on the Sketch Plan and in Appendix M.

**6. General Description of Surface Conditions**

The land slated for development is rocky woodland. The general slopes vary between one and twelve percent, with some rock outcrops slopes slightly greater in slope. The property is not suitable for farming and has not been used productively in any manner for quite sometime. The property has some large trees but is generally overgrown with scrub brush, small trees, wild honeysuckle and green-briars. There are outcrops of limestone throughout the property.

**7. Soil and Drainage Characteristics**

- a. Soil Types (Soils maps are included in Appendix B)
  - HrC – Hagerstown Rock Outcrop, 8 to 15 percent slopes
  - Uu – Urban land – Udorthents
- b. These soils are deep and well drained. The majority of the soils are considered difficult for construction purposes. Hard limestone is usually found within a few feet of the surface and must be contended with if excavation is extensive.
- c. Storm water management will be provided at several locations. Drainage of the site is away from Lowe Drive and flows to the north. Storm water management will be designed in accordance with the county and state regulations, whereby flows will be limited to predevelopment conditions. Water quality safeguards will also be designed according to county and state standards and requirements. There should be no adverse impact on any existing condition downstream of this project.
- d. Soil and erosion control measures will be in place during the construction of all roads, water, sewer, storm drainage facilities and other infrastructure.

**8. Existing Natural or Man Made Features including Vegetative Cover, Water Bodies, Quarries and Rock Outcroppings**

The man made features on this property include a sanitary sewer line running with Lowe Drive and two temporary sediment basins left from the construction of the Clarion Hotel and Conference Center. There are no quarries, other water bodies, or wetlands on the property. As stated above, vegetative cover is scrub brush. There are numerous rock outcroppings throughout the property, as shown on the master sketch plan.

**9. General Location of Existing Structures**

There are no existing structures on the property.

**10. General Location and Description of Existing Easements or Rights-of-Way**

There is a 20' sewer line easement that runs generally parallel to Lowe Drive. There are no other known utility easements or other easements on the property.

**11. Existing Covenants and Restrictions**

There are no covenants or restrictions on the property.

**12. Approximate size, location and purpose of areas to be dedicated**

The developer intends to leave buffer areas along the rear and side property lines as common use outdoor space for all of the residences. In addition, there are two designated pocket park areas that will be equipped with benches for use by the residents. The street right-of-ways, open green space, park areas, storm drains, and storm water management facilities will be dedicated to the Home Owner's Association. Sewer and water line easements will be dedicated to the Corporation of Shepherdstown. Power, telephone and cable easements will be dedicated to the respective utility companies. The approximate areas are as follows:

Right-of-Way Area – 1.97 acres

Pocket Park Area – 0.34 acres

Storm Water Management Area - .36 Acres

Open Green Space - .49 acres

**13. Intended Improvements**

The developer intends to grade, drain and pave all proposed roads within the development. Curb, sidewalks and streetlights are proposed. Storm water management, including quality control, will be provided in accordance with the County and State Regulations. Water and sanitary sewer lines will be installed in accordance with the Corporation of Shepherdstown requirements, and turned over to the Town for operation and maintenance. Power, telephone and cable television services will be installed by their respective utility companies.

**14. Intended Land Uses**

The intended land use is for a residential subdivision consisting of 36 townhomes.

**15. Intended Earthwork that would alter the Natural Topography**

The earthwork as conceived at this time, will require the grading of the majority of the property, while still complying with the County’s design requirements. Based on the preliminary layout, approximately 95% of the land will be cleared for the construction of the roads, utilities and storm water management. An effort will be made when preparing the grading plan to save large single trees along the side and rear property lines. Utility line easements generally will run with the streets. Each townhome group will be graded and landscaped to create a complete community.

**16. Proposed Covenants and Restrictions**

Please see attached draft of the proposed covenants and restrictions in Appendix C.

**17. Tentative Development and Construction Schedule**

It is anticipated that this project will be constructed over a period of approximately 18 months. A Bar Chart of the Schedule is included in Appendix D.

**18. Market Surveys and Feasibility Studies**

The developer, Ken Lowe Management Company, has been in the real estate sales and development business for over twenty-five years in Shepherdstown. A market study that clearly demonstrates the market for additional town homes in the Shepherdstown area is included in Appendix E.

**19. Anticipated Project Costs**

The preliminary construction cost estimate for the project is:

Roads, Drainage & Storm Water Management	=	\$ 842,940
Water System	=	105,600
Sewer System	=	<u>163,730</u>
 Total		 \$ 1,112,270

**20. Anticipated Funding Sources**

The funding will be provided by the developer utilizing private lending institutions.

**B. Relationship to the Community – Physical Impacts**

**1. Earthwork**

The earthwork as conceived at this time, will require the grading of the majority of the property. Based on the preliminary layout, approximately 95% of the land will be cleared for the construction of the roads, utilities and storm water management. Blasting will be necessary at times for the construction of roads and utility lines and will be done in accordance with all State laws. All attempts will be made to balance the cut and fill for the project. Natural drainage courses on site may be altered slightly by the construction, but

should not be greatly affected. Storm water management facilities will be provided in accordance with the requirements, as will soil and erosion control measures during construction.

**2. Conversion of Farm Land**

According to the property owner, this land has not been used for farming for over 35 years.

**3. Wildlife populations and Endangered Species**

This tract of land is inhabited by the typical Jefferson County wildlife that includes whitetail deer, skunks, raccoons, opossums, groundhogs, squirrels, foxes, and turkeys. As these species have proven themselves to be highly adaptable to the development of this region, it is highly unlikely that this project will have an adverse affect on these species. On the contrary, based on observation in the general Shepherdstown area, it seems that the population of these species continues to grow as hunting pressure decreases due to development. There are no known endangered species indigenous to this property. Application was made to the WVDNR for a formal evaluation and the response is included in Appendix F.

**4. Ground Water and Surface Water**

There are no reported water contamination problems within 1000 feet of this development. Located within the one-mile radius are the headwaters of Town Run and its related wetlands, as shown on the map in Appendix J. This spring fed stream begins at Morgan's Grove Park and runs generally in a northerly direction along the Norfolk Southern Railroad into Shepherdstown. As this subdivision is in a separate drainage basin, Town Run will not be impacted in any manner. Also located within the one-mile radius is a wetland area at one of the springs that feeds Rocky Marsh Run. This too is in a different drainage basin than the subdivision and therefore will not be affected. At this time, it is anticipated that storm water will be managed using either normally dry retention ponds or underground storm water facilities or a combination of the two. This decision will be made during the design for the preliminary plat. Letters from the WV State Division of Health and the Jefferson County Health Department are included in Appendix G.

**5. Compatibility of the project with the surrounding area in terms of land use and visual appearance.**

The construction of residential housing in this area is in accordance with the Comprehensive Plan and the Zoning Regulations. The visual appearance will be compatible, as the town homes are proposed to be brick structures of Georgetown and Williamsburg architecture. The visual aesthetics will be enhanced by the construction of the proposed brick wall along Lowe Drive. The subdivision will also be compatible with Hartzell Gardens Subdivision located at the corner of Lowe Drive and Rt. 480. This subdivision consists of 18 duplex homes and 1 single family home on 1.95 acres. The architecture should also compliment the new home recently constructed on the adjacent lot to the east. The residents will also be able to take advantage of the neighboring Clarion Hotel, including but not limited to, the restaurants, meeting rooms, conference center, gymnasium and health spa.

## 6. Impact on Sensitive Natural Areas

As there are no known sinkholes (Letter in Appendix H), wetlands (Letter in Appendix F) or water recharge areas within this development area, this project should have no impact on any of these items. Currently, storm water leaving this site meanders as surface runoff through the adjacent woods. There are no defined channels or streams within 500' of the discharge points of the proposed storm water management facilities. As required in the subdivision design regulations, splash pools will be installed to dissipate the flow velocity and spread the flow to create overland flow similar to what exists at this time.

## C. Relationship to the Community – Social Impacts

### 7. Demand on Schools

Based on information provided by the Jefferson County School Board as part of its impact fee analysis, there are .38 children for each townhome unit in the County. This number is broken down as follows: Elementary – 0.17; Middle School – 0.09; 9<sup>th</sup> Grade - .03; high school - .09. Capacity of the schools was based on data provided by the West Virginia School Building Authority (WVSBA). The 2<sup>nd</sup> month enrollment figures are from the WV Education Information System (WVEIS). The subdivision will generate the following number of children:

#### Elementary School

36 Town Homes @ .17 per unit = 6.12

Capacity of Shepherdstown Elementary School (WVSBA) = 391 Children

2006 School Year Enrollment as of October 2006 (WVEIS) = 348 Children

#### Middle School

36 Town Homes @ .09 per unit = 3.24

Capacity of Shepherdstown Middle School (WVSBA) = 425 Children

2006 School Year Enrollment as of October 2006 (WVEIS) = 409 Children

#### 9<sup>th</sup> Grade Complex

36 Town Homes @ .03 per unit = 1.08

Capacity of the 9<sup>th</sup> Grade Complex (WVSBA) = 595 Children

2006 School Year Enrollment as of October 2006 (WVEIS) = 630 Children

#### High School

36 Town Homes @ .09 per unit = 3.24

Capacity of Jefferson County High School (WVSBA) = 1259 Children, including the Alternative Learning Center.

2006 School Year Enrollment as of August 2006 (JCSB) = 1709 Children

It should be noted that the school bond issue passed in May 2004 and that the new high school is currently being constructed. Renovation of the existing high school is also being completed. It should be further noted that for every townhome built, an impact fee will be

paid to mitigate any impact of additional school age children on the Jefferson County School System. It is anticipated that this development will pay a total of \$240,696(36 x \$6,686) in impact fees based on the impact fee schedule effective 12/1/05. Information from the School Board and the SBA concerning the above data are included in Appendix I.

## 8. Traffic Impact Data

- a. The most current available ADT (2005 Count) for Rt. 480, taken just south of this development is 5000.
- b. Trip generation is estimated as follows:

### Peak Hour Estimates:

36 Town Homes @ .6 per unit = 21.6 vehicles per hour

### Average Daily Traffic (ADT)

36 Town Homes @ 7 per unit = 252 ADT

- c. This project will have two intersections with Lowe Drive. Lowe Drive connects with Rt. 480 and with Schultz Drive in Colonial Hills Subdivision. Schultz Drive connects to Alternate Route 45 (Shepherdstown Bypass). The nearest key intersection would be the intersection of WV Route 480, WV Alternate 45 and Morgan Grove Road. The WV Division of Highways conducted a traffic count at this intersection on April 4, 2004. The results of this count are included in Appendix J.
- d. According to Map 3 in the Comprehensive Plan, the only Highway Problem Area within one mile of this project is the four-way stop in Shepherdstown (the intersection of Rt.45 and Rt.480). However, also according to the Comprehensive Plan, pg. 73, "Traffic issues associated with left turning truck traffic on WV 45 southbound have been addressed with the opening of the Shepherdstown connector".
- e. The above Peak Hour estimate (21.6 vehicles per hour) is far below the threshold for the requirement of a traffic study (greater than 150 vehicles per hour) and therefore an independent traffic study for this project is not required by the Ordinance.

## 9. Demographic Impact

According to the 2004 Comprehensive Plan, Appendix A – Demographic Analysis, pg.112, the population is expected to increase from 42,190 (2000 census) to 49,871 in 2010, an increase of 7,681 people. Based on 2.54 persons per home (2000 census), this equates to 3,024 housing units or 300 to 400 housing units per year, to keep pace with the population growth projected. The annual average from 1990 to 2000 was 325 new households (Appendix A, pg.113). This subdivision consists of 36 housing units, to be constructed over

approximately 1.5 years (about 18 to 20 units per year). This represents but a small fraction (5.1%) of the projected need and will have little impact on the overall growth of the region.

**10. Health and Emergency Services**

Emergency ambulance services are provided by the Shepherdstown Fire Department, which is located on Rt. 45, approximately 1.3 miles away. Both Jefferson Memorial Hospital in Charles Town and City Hospital in Martinsburg are only about 12 miles away. There are at least two doctor's offices in Shepherdstown and three dentist's offices. A letter from Jefferson Memorial Hospital concerning available health care is included in Appendix K.

**11. Fire Protection**

The project will be served by the Shepherdstown Volunteer Fire Department. A letter of confirmation of fire and ambulance availability has been included in Appendix K. A confirmation of secondary response has also been included.

**12. Police Protection**

Police protection will be provided by the Jefferson County Sheriff's office, with backup from the WV State Police and the Shepherdstown Police Department. Letters from the Jefferson County Sheriff's Office and the State Police are included in Appendix K.

**13. Trash Removal**

Trash removal will be provided by Apple Valley Waste, Inc. A letter of service availability is included in Appendix K.

**14. Electrical Service**

Electrical service will be provided by Allegheny Power.

**15. Telephone Service**

Telephone service will be provided by Frontier Citizens Communications Telephone Systems.

**16. Sewer and Water Service**

Sewer and water service will be provided by the Corporation of Shepherdstown. The developer will be responsible for the installation of the lines, and the city will take them over for maintenance. Letters of availability are included in Appendix L.

**17. Relationship of the Project to the Comprehensive Plan**

The 2004 Comprehensive Plan lists the following goal and recommendation (Section III, Residential Land Use):

- "It is the vision of this Comprehensive Plan that development will be concentrated within the designated growth area." (Recommendation 4.01, pg.78)

Goals and objectives of the 1993 Comprehensive Plan that are still applicable in our opinion:

- To continue encouraging new residential developments to be located so as to maximize the use of existing public facilities and service investments such as schools, parks, sewer and water.
- To attract new residents of all economic levels by encouraging a variety of housing types throughout the county at a wide range of costs.

This project lies within one of the designated growth areas of the County, it utilizes available public water and sewer facilities and it provides empty nester housing in the Shepherdstown area. In addition, this development will have sidewalks that connect to the sidewalks along Lowe Drive, that connect to the sidewalks in Colonial Hills, which connect to the walking and biking path along the Shepherdstown By-pass, which connects to Rt 480 and Morgan's Grove park. Lowe Drive sidewalks also connect to the asphalt-paved shoulder/walk along Rt. 480, which connects to the sidewalk system in Shepherdstown. This walk system allows safe walking into Shepherdstown for the guests at the Clarion Hotel, as well as for those residences of this proposed community. For all of these reasons, this proposed subdivision should be considered as compatible with the Comprehensive Plan.

#### **18. Housing Supply and Demand**

According to Jefferson County's 2004 Comprehensive Plan (Section III and Appendix A), there is a shortage of acceptable housing, and will continue to be this way for a long time. A complete market analysis is included in Appendix E. It clearly shows that the need for additional housing in the Shepherdstown area continues to exist. This project will furnish only a small portion of the demand.

#### **19. Proximity to Known Historic Features**

There are no structures on this property. This project property is located adjacent to Elmwood Cemetery. It is not located within any Historic District and there are no Historic Buildings within 500'. In the general vicinity, but not within sight distance, as shown on the map in Appendix M, the West Virginia History Database lists the following other historical features:

- Elmwood Cemetery House and Cemetery (Map # 115)
- William Habruner Residence (Map #116)
- Rosebrake (Map # 117)

Copies of the printouts from the database are also in the Appendix. It is the opinion of the developer, that these sites will not be directly impacted by this proposed development.

#### **20. Recreation**

This project is a short drive or bike ride to Morgan's Grove Park. This is one of the finest parks in Jefferson County. Its amenities include a picnic pavilion, a playground, ball diamonds, soccer fields and an exercise path. A new restroom facility has been constructed. In addition to the park, the new connector road includes a bike/walking path, stretching from Rt. 480 to Rt. 45. Within the development itself, two pocket park areas are proposed. As

stated earlier, it is only a short walk to the health and exercise facilities at the neighboring Clarion Hotel.

**D. Relationship to the Community – Economic Impacts**

**21. Property Tax Evaluation**

It is estimated that the development will generate \$104,198 in residential property taxes based on the following:

- a. Jefferson County Property Tax Guide, Class II Rates
- b. Appraised Value of Project: \$14,400,000 (with houses)
- c. Assessed Value (60% of above): \$8,640,000
- d. Total County Tax Rate: 1.206/\$100 (2006 Rate)
- e. Tax Computation: \$104,198

**22. Anticipated Bank Deposits**

It is anticipated that the majority of the residents will make use of the local banks, thereby increasing deposits. The majority of home loans in this area are also financed locally.

**23. Anticipated Local Spending**

At this time, it would be assumed that the majority of the services and supplies will be through local suppliers and contractors, thus helping the local economy.

**24. Local Employment Implications**

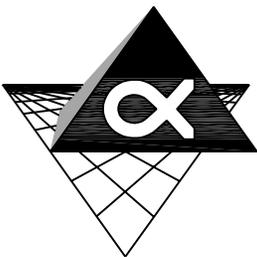
It is anticipated that the construction of all of the infrastructure, as well as all of the buildings, will be done by local contractors thus helping with local employment needs.

**25. Expected changes in Property Values**

A development of this nature should cause property values to rise, since the development of raw land with utilities and roads adds value to the raw land. The property value of the existing land will be changed from Class 1 to Class 2, thereby increasing taxes paid to the county as well.

# **APPENDIX**

**A**



**ALPHA**

ASSOCIATES, INCORPORATED  
ARCHITECTS • ENGINEERS • SURVEYORS

535 WEST KING ST.  
MARTINSBURG, WV. 25401

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KENSINGTON  
SITE LOCATION MAP

TM: 8 PARCEL: 10.9

SCALE 1" = 1000'

# **APPENDIX**

## **B**

# SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

## KENSINGTON TOWNHOME SUBDIVISION



0 15 30 60 Meters

0 50 100 200 300 400 Feet

# SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

## KENSINGTON TOWNHOME SUBDIVISION

### MAP LEGEND

-  Soil Map Units
-  Cities
-  Detailed Counties
-  Detailed States
-  Interstate Highways
-  Roads
-  Rails
-  Water
-  Hydrography
-  Oceans
-  Escarpment, bedrock
-  Escarpment, non-bedrock
-  Gully
-  Levee
-  Slope
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Depression, closed
-  Eroded Spot
-  Gravel Pit
-  Gravelly Spot
-  Gully
-  Lava Flow
-  Landfill
-  Marsh or Swamp
-  Miscellaneous Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Slide or Slip
-  Sinkhole
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Perennial Water
-  Wet Spot

### MAP INFORMATION

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>

Coordinate System: UTM Zone 18

Soil Survey Area: Jefferson County, West Virginia  
 Spatial Version of Data: 2  
 Soil Map Compilation Scale: 1:24000

Map comprised of aerial images photographed on these dates:  
 4/11/1988

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend Summary

## Jefferson County, West Virginia

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HrC	Hagerstown-Rock outcrop complex, 8 to 15 percent slopes	5.3	85.2
Uu	Urban land-Udorthents	0.9	14.8

# Map Unit Description

Jefferson County, West Virginia

## HrC Hagerstown-Rock outcrop complex, 8 to 15 percent slopes

### Setting

Landscape: Karst  
Elevation: 300 to 600 feet  
Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### Composition

Hagerstown, silt loam, and similar soils: 65 percent  
Rock outcrop: 20 percent  
Minor components: 15 percent

### Description of Hagerstown, silt loam

#### Setting

Landform: Hillslopes  
Landform position (two-dimensional): Backslope, summit  
Down-slope shape: Convex  
Across-slope shape: Convex  
Parent material: Clayey residuum weathered from limestone

#### Properties and Qualities

Slope: 8 to 15 percent  
Drainage class: Well drained  
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.60 to 2.00 in/hr)  
Calcium carbonate maximum: 0 percent  
Gypsum maximum: 0 percent  
Available water capacity: High (about 10.3 inches)

#### Interpretive Groups

Land capability (non irrigated): 3e  
Other vegetative classification: Moist Loams (ML2)

#### Typical Profile

0 to 4 inches: silt loam  
4 to 14 inches: silt loam  
14 to 65 inches: silty clay

### Description of Rock outcrop

#### Properties and Qualities

Slope: 8 to 15 percent  
Depth to restrictive feature: 0 to 0 inches to Lithic bedrock  
Capacity of the most limiting layer to transmit water (Ksat): Moderately low or high (0.06 to 5.95 in/hr)  
Frequency of flooding: None  
Gypsum maximum: 0 percent

#### Interpretive Groups

Land capability (non irrigated): 8s

#### Typical Profile

0 to 60 inches: unweathered bedrock

### Minor Components

#### Opequon, silty clay loam soils

Percent of map unit: 10 percent  
Landform: Upland slopes  
Landform position (two-dimensional): Backslope  
Down-slope shape: Convex  
Across-slope shape: Convex

#### Funkstown, silt loam soils

Percent of map unit: 5 percent  
Landform: Drainageways

# Map Unit Description

Jefferson County, West Virginia

Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave

## Uu Urban land-Udorthents

### Setting

Landscape: Karst  
Elevation: 300 to 600 feet  
Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### Composition

Urban land: 55 percent  
Udorthents and similar soils: 30 percent  
Minor components: 15 percent

### Description of Urban land

#### Properties and Qualities

Slope: 0 to 35 percent  
Available water capacity: Very low (about 0.0 inches)

#### Interpretive Groups

Land capability (non irrigated): 8s

#### Typical Profile

0 to 6 inches:

### Description of Udorthents

#### Properties and Qualities

Slope: 0 to 35 percent

### Minor Components

#### Funkstown, silt loam soils

Percent of map unit: 15 percent  
Landform: Drainageways  
Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave

## Map Unit Description (Brief, Generated)

Jefferson County, West Virginia

[Minor map unit components are excluded from this report]

**Map unit:** HrC - Hagerstown-Rock outcrop complex, 8 to 15 percent slopes

**Component:** Hagerstown, silt loam (65%)

*The Hagerstown, silt loam component makes up 65 percent of the map unit. Slopes are 8 to 15 percent. This component is on hillslopes on karst. The parent material consists of clayey residuum weathered from limestone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.*

**Component:** Rock outcrop (20%)

*Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.*

**Map unit:** Uu - Urban land-Udorthents

**Component:** Urban land (55%)

*Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.*

**Component:** Udorthents (30%)

*The Udorthents component makes up 30 percent of the map unit. Slopes are 0 to 35 percent. Depth to a root restrictive layer is greater than 60 inches. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. This soil does not meet hydric criteria.*

# Component Legend

Jefferson County, West Virginia

Map unit symbol and name	Pct. of map unit	Component name	Component kind	Pct. slope		
				Low	RV	High
<b>HrC:</b>						
Hagerstown-Rock outcrop complex, 8 to 15 percent slopes						
	65	Hagerstown, silt loam	Series	8	11	15
	20	Rock outcrop	Miscellaneous area	8	11	15
<b>Uu:</b>						
Urban land-Udorthents						
	55	Urban land	Miscellaneous area	0	6	35
	30	Udorthents	Taxon above family	0	6	35

# **APPENDIX**

## **C**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR KENSINGTON TOWNHOUSES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") made this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_  
\_\_\_\_\_ (the "Declarant").

**RECITALS**

A. The Declarant is the owner of certain land (the "Land") in Jefferson County, West Virginia (the "County"), shown on the plats entitled "\_\_\_\_\_  
\_\_\_\_\_" of record or to be recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Land Records").

B. It is the intention of the Declarant to develop the Land as a residential townhouse community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the community; and

(2) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the community, and the maintenance of certain reserved open spaces, common areas, private roads and common facilities, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of West Virginia, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, as set forth herein.

**ARTICLE I**  
**DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to Kensington Homeowners Association, Inc.

1.2 "Common Areas" shall mean and refer to those areas of land and the improvements thereto and thereon, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, those areas depicted as,  
“

\_\_\_\_\_”  
all as shown on the Plat (as defined below) and any other real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its members.

1.3 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.4 "Declarant" shall mean and refer to \_\_\_\_\_, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.

1.5 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed to a Class A member.

1.6 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat.

1.7 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.8 "Mortgagee" means the person secured by a Mortgage.

1.9 "Plat" shall mean the plats described in the Recitals on page 1 of this Declaration and also include any plats recorded among the Land Records in substitution therefor or

amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.10 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.11 "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor shall it include a Mortgagee.

1.12 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the Declarant.

1.13 "The Federal Group, Inc. Easement" shall mean that non-exclusive easement for ingress and egress over the road known as Lowe Drive from State Route 480 to the Property and utility easements granted to Declarant in the deed in which The Federal Group, Inc. conveyed the Property to Declarant.

## **ARTICLE II**

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

2.1 **ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee, whose members shall be appointed by the Declarant during the

Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall be administered by Declarant or any other entity or individuals selected by the Declarant in its sole discretion until the last Lot in the community is transferred to a Record Owner other than Declarant. Thereafter, the Architectural Review Committee shall at all times be comprised of at least three (3) members. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.4 through 2.22 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

## **2.2 ARCHITECTURAL REVIEW.**

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. In addition, construction of any Structure or any Alterations which will be visible from property owned by The Federal Group, Inc. which is adjacent to the Property shall be subject to the written approval of The Federal Group, Inc., its successors and assigns to be granted in its sole discretion. The approval of the Architectural Review Committee or The Federal Group, Inc. of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this

Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee and The Federal Group, Inc. shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee and The Federal Group, Inc. by registered or certified mail or in person. The Architectural Review Committee and The Federal Group, Inc. shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed disapproved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee and The Federal Group, Inc. to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee and, if applicable, The Federal Group, Inc. pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review Committee and, if applicable, The Federal Group, Inc. shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee and, if applicable, The Federal Group, Inc. shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association or, if applicable, The Federal Group, Inc. gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association or, if applicable, The Federal Group, Inc. may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such

Record Owner shall be personally liable to the Association or, if applicable, The Federal Group, Inc. for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association or, if applicable, The Federal Group, Inc. The Association or, if applicable, The Federal Group, Inc. may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, or, if applicable, The Federal Group, Inc., upon the occurrence of a violation of the provisions of this Declaration, and after the Association, the Architectural Review Committee or, if applicable, The Federal Group, Inc. gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, and The Federal Group, if applicable, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

**2.3 LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single-family dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.

**2.4 SWIMMING POOLS.** No pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to spas or hot tubs if the same have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

**2.5 TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot. In addition, portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided herein and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

**2.6 REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

**2.7 CLOTHES LINE.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside.

**2.8 TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets.

**2.9 FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

**2.10 FENCES.** Other than fences initially constructed by Declarant or approved by the Architectural Review Committee or The Federal Group, Inc., if applicable, in accordance with the provisions of this Declaration, no fence shall be placed or kept on a Lot. The Architectural Review Committee may, from time to time, designate one (1) or more fence types as "standard designs" and require all Owners to solely use such standard designs.

**2.11 REPAIR AND MAINTENANCE OF LOTS.** Owners shall, at all times, maintain their Lots and dwellings and other improvements thereon in good repair and in a state of neat appearance, including but not limited to, the watering all lawns and yards, and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. Each Owner shall also be solely responsible for the care and maintenance and repair of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that service exclusively each such Owner's Lot. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

**2.12 NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or

nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property. No fireworks of any type shall be permitted on any Lot or the Property.

**2.13 ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Areas. No birdhouses shall be permitted on any Lot or the Property.

**2.14 VEHICLES/GARAGES.**

(a) No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat, boat trailer or other similar equipment or vehicle may be kept or parked at the Property or on roads for more than seven (7) nights in any calendar month.

(b) No motor vehicle shall be constructed, repaired or serviced at the Property.

(c) An Owner must park any motor vehicle that displays commercial signage in the Owner's garage. Motor vehicles that display commercial signage may not be parked in driveways.

(d) Each Lot has (i) a garage and (ii) a driveway. The Owners of a Lot are required to fully utilize the maximum parking capacity of their garage for parking their motor vehicles prior to parking any motor vehicle on the driveway and the driveway before parking on the street. Garage doors shall remain closed at all times except when cars are entering or exiting the garage.

(e) Nothing in this Declaration shall prohibit or restrict the Declarant during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.

**2.15 LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall be shielded to minimize the casting of light beyond the boundaries of any Lot. All wiring on any Lot shall be underground.

**2.16 SUBDIVISION.** No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

**2.17 SIGNAGE.** Other than signs deemed necessary and appropriate by the Declarant or its successors and assigns, and excluding directional signs, signs for traffic control or safety, no advertising, for sale or display signs of any character shall be placed or maintained on any part of the Property or on any dwelling or Structure. In addition to the foregoing, no candidate sign, or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than 30 days before the primary election, general election, or vote on the proposition; and no more than 7 days after the primary election, general election or vote on the proposition.

**2.18 LEASE AGREEMENTS.** All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

**2.19 TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

**2.20 NON-INTERFERENCE WITH UTILITIES.** No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

**2.21 TREE REMOVAL.** No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

## **2.22 PARTY WALLS.**

(a) Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

(d) Notwithstanding any other provision of this Section, an Owner who by its negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) The provisions of this Section shall apply to each fence which is built as a part of the original construction of the improvements on a Lot and placed on the dividing line between two or more Lots or partly on one Lot and partly on any other Lot.

## **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION AND DEANNEXATION**

**3.1 PROPERTY.** The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A" attached hereto, all of which real property is referred to herein as the "Property".

### **3.2 ADDITIONS TO PROPERTY.**

(a) The Declarant, its successors and assigns, shall have the right for twenty (20) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"), without the consent of the Class A members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The additions authorized under this subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

### **3.3 DEANNEXATION.**

(a) Provided there are Class B members, the Declarant may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property for a period of twenty (20) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

## **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**4.1 MEMBERSHIP.** Every Record Owner of a Lot that is subject to assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

### **4.2 CLASSES OF MEMBERSHIP.**

(a) The Association shall have two (2) classes of voting membership:

(i) Class A. Except for the Declarant, who shall initially be a Class B member, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

**4.3 CONVERSION.** The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of: (i) the sale of the last lot by Declarant; or (ii) upon the surrender of the Class B membership by the then Class B members on the books of the Association. If after such conversion Additional Property is made subject to the Declaration, then the Class B member shall be reinstated until such time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B member. The Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

**ARTICLE V**  
**DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS; EASEMENTS**

**5.1 UTILITY EASEMENTS.** Easements with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby

reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same during the Development Period. All easement areas located on a Lot shall be maintained by the Owner of such Lot.

## 5.2 DEVELOPMENT EASEMENTS.

### (a) Easements Reserved to the Declarant.

(i) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (a) temporary slope and construction easements; (b) drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; and (c) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: (a) use any Lots owned or leased by the Declarant, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; (b) place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Lot or of the Architectural Review Committee if the Owner does not consent; and (c) relocate or remove all or any of the above from time to time in the Declarant's sole discretion.

(iii) Landscaping Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms, retaining walls, and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement shall not construct any improvements within the easement without the permission of the Declarant during the Development Period, or the Association, thereafter. Maintenance of these easement areas by the Association shall be a common expense of the Association and shall not be assessed against the Lot burdened by the easement; provided, however, the Declarant or Association, as appropriate, may require the Owner of the Lot to maintain any easement area located on such Owner's Lot.

(iv) Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve

easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant. Declarant further reserves unto itself, for itself and its successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and its respective successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

(vii) Grading Easements. Declarant expressly reserves unto itself the right at or after the time of grading of any street or to such other Lot or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(viii) Common Area Easements.

(A) Utilities. The Declarant hereby expressly reserves unto itself and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", "H.O.A. Area" and "Common Area", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or

the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

(B) Sediment Control Ponds/Facilities. The Declarant hereby expressly reserves unto itself the right to continue to use and maintain any sediment control ponds or facilities located on any Common Areas.

(ix) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(b) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i)(c), (ii)(b), (iii), (iv), (viii) and (ix).

(d) Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

### **5.3 EASEMENT FOR UPKEEP.**

(a) The Declarant hereby reserves unto itself and hereby grants to the Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls or other improvements located on

the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof.

(b) If any dwelling is situated on or near a Lot line such that proper exterior maintenance and repair of the dwelling cannot reasonably be accomplished exclusively on such Owner's Lot, then the Declarant, the Association and that Owner shall have an easement over that portion of the adjoining Lot as is reasonably necessary for such exterior maintenance and repair, including, but not limited to, painting, cleaning and washing and repairing windows.

**5.4 EASEMENT FOR SUPPORT AND ENCROACHMENTS.** To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter. In addition, if any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

**5.5 EASEMENT AND EMERGENCY ACCESS; TRASH PICK-UP; MAIL DELIVERY.**

(a) The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

(b) The Declarant, on behalf of itself and its successors and assigns, hereby grants an easement over the roadways within the Property to applicable service providers for trash pickup, and to the United States Postal Service for mail delivery, to and from each Lot to perform the above-described services in the respective agency's sole discretion and at their option.

**5.6 EASEMENT FOR USE OF COMMON AREAS.** The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities

related thereto anywhere on the Property or the Declarant is an Owner and to each Owner and each person lawfully occupying a Lot, a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas, provided, however, that the Declarant shall have the same right and easement of use as the other Owners. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

**5.7 VEHICLE AND PEDESTRIAN ACCESS.** The Declarant hereby reserves to itself, for so long as Declarant is engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other Owner and each person lawfully occupying a Lot a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

**5.8 LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

**5.9 SALES OFFICE, ETC.** Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

**5.10 LOT LINES.** The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

**5.11 PLAT CHANGES.** No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof.

**5.12 ACCESS EASEMENT.** Declarant, on behalf of itself and its successors and assigns, dedicates for the use of Owners the right to use The Federal Group, Inc. Easement subject to the right of Declarant to use such easement in the development of the Property as set forth herein and the obligation to pay the reimbursement to The Federal Group, Inc. provided for in Section 8.12 hereof.

## **ARTICLE VI** **COMMON AREAS**

**6.1 GRANT OF COMMON AREAS.** The Association shall take title to the Common Areas free and clear of all encumbrances, except this Declaration and all other matters of record when conveyed by Declarant. The Covenants are hereby imposed upon the Common Areas for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

**6.2 MEMBER'S RIGHT OF ENJOYMENT.** Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Declaration, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

**6.3 NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

**6.4 RESTRICTIONS.** The right of each member of the Association to use the Common Areas shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the Common Areas;

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A members of the Association consent to such dedication, transfer, purpose and conditions; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Areas.

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

**6.5 DELEGATION OF RIGHT OF USE.** Any member of the Association may delegate its rights to the use and enjoyment of the Common Areas to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

**6.6 RULES AND REGULATIONS.** Each Record Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each

Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas.

**ARTICLE VII**  
**MAINTENANCE OBLIGATIONS OF THE ASSOCIATION**

**7.1. MAINTENANCE OF DWELLINGS.**

(a) Each Owner, at such Owner's sole cost and expense, shall maintain the exterior of the dwelling on each Lot in good order and repair and maintain the landscaping and the yard in an attractive condition. Each Owner is therefor responsible for all maintenance, repairs and replacements necessary for all improvements comprising the dwelling, exterior and interior, including walls, roofs, windows, doors, window boxes, shutters, awnings, patios, decks, porches, and any other attachments to the dwelling.

(b) Each Owner of a dwelling that shares a party wall shall maintain the party wall with the Owner of the adjoining dwelling in accordance with Section 2.22 hereof.

(c) If, in the reasonable judgment of the Association or Declarant, an Owner fails to maintain the Owner's dwelling in good order and repair or fails to and maintain the landscaping and the yard in an attractive condition, and such failure remains uncured for more than 30 days after the delivery of written notice thereof to such Owner, the Association or Declarant may enter upon such Lot and perform such maintenance, repair, landscaping or yardwork as the Association or Declarant deems necessary or advisable and charge all costs and expenses incurred in connection therewith to such Owner. The Owner shall pay the same within 30 days after its receipt of an invoice therefore.

**7.2 ASSOCIATION MAINTENANCE OF THE COMMON AREAS.**

The Association, subject to the rights of Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall maintain and keep the Common Areas in good order and repair, in a clean, attractive and sanitary condition, such maintenance to be funded by the Annual Assessments. This obligation shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all improvements situated upon such areas, including but not limited to the following: private roads and road areas beyond the curbline; sidewalks, street lights, entrance monuments, community signage, entry features or gates, security systems, utilities, and water, sanitary sewer and stormwater management systems. Without limiting the generality of the foregoing, the Association shall be responsible for mowing, fertilizing, trimming and otherwise caring for the lawns, as well as planting, pruning, fertilizing and otherwise maintaining trees, shrubs and other plant materials which are located within the Common Areas. The Association shall also be responsible for contracting for the removal of snow and ice from all parking areas and sidewalks located within the Common Area and for maintenance of such parking areas and sidewalks, such snow and ice removal and maintenance to be funded by the annual assessments.

**ARTICLE VIII**  
**ASSESSMENTS FOR MAINTENANCE AND UTILITIES**

**8.1 COVENANT FOR MAINTENANCE ASSESSMENT.** The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, (b) utility assessments ("Utility Assessments") for the cost of all utilities or utility services transmitted by or through one or more common utilities and not separately metered and billed to each Lot Owner, and (c) special assessments or charges (a "Special Assessment"), such Annual, Utility and Special Assessments and charges to be established and collected as hereinafter provided. The Annual, Utility and Special Assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), any late charges established by this Declaration or the Association and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

**8.2 USE OF ASSESSMENTS.** The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Areas; (d) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community; (f) the costs to perform landscaping (including lawn cutting), snow and trash removal and exterior maintenance as described herein for each Lot; (g) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (h) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing and including fees paid to any management agent; and (i) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements.

### **8.3 SPECIAL ASSESSMENTS.**

(a) Any provision of this Declaration to the contrary notwithstanding, in addition to the Annual Assessments and Utility Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; or for such other purposes as the Board of Directors may deem appropriate; provided, however, that any such special assessment shall have either been (i) approved by the affirmative vote of two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose, or (ii) the repair or replacement must have been necessitated by applicable law or regulations of the State of West Virginia or Jefferson County. The Association may also levy a special assessment against any Owner or group of Owners to reimburse the Association for costs incurred in bringing any Owner or Owners and his/her/their Lot(s) into compliance with the provisions of the Declaration, any supplementary declaration, the Articles of Incorporation and the By-Laws of the Association, including, but not limited to, the cost of exterior maintenance, painting, replacement and/or repair of or to any dwelling or group of dwellings in accordance with the provisions of Article VII of this Declaration. Such Special Assessment may be levied upon the vote of the Board of Directors after notice to the affected Owner(s) and an opportunity for a hearing before the Board of Directors.

### **8.4 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.**

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person other than the Declarant. In no event shall Declarant be liable for payment of any type of assessment hereunder. The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month in each calendar year.

(b) The Utility Assessments, if any, shall commence as to all Members on the date a deed for the first Lot is delivered to an Owner other than the Declarant. The first installment of each such Utility Assessment shall be prorated for the balance of the year (or applicable installment period) in which such Lot is conveyed to an Owner, commencing with the date of settlement, and shall be due and payable on the date the Lot is conveyed to the Owner of the Lot. The installments of each such assessment for any Lot for any installment period after the first installment period shall become due and payable on the first day of each successive installment period.

(c) The due date of any Special Assessment under Section 8.4 shall be fixed in the resolution authorizing such Special Assessment.

## **8.5 DUTIES OF THE BOARD OF DIRECTORS.**

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, semi-annual or annual basis rather than on the quarterly basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Areas and the Lots, as herein provided. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. The budget and assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A members of the Association. No member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed twenty five dollars (\$25.00) may be levied in advance by the Association for each certificate so delivered.

**8.6 ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

**8.7 NONPAYMENT OF ASSESSMENT.** Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (unless such rate of

interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, whichever is greater, and the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of West Virginia for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

**8.8 SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

**8.9 EXEMPT PROPERTY.** The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of West Virginia shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment.

**8.10 RESERVES FOR REPLACEMENTS.**

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

**8.11 INITIAL CAPITAL CONTRIBUTION.** At settlement for each Lot, a sum equal to \$1,000 shall be collected from each prospective member of the Association (other than the Declarant) for the purpose of start-up expenses and operating contingencies.

**8.12 THE FEDERAL GROUP, INC. ASSESSMENT.** Each Owner of a Lot, by its acceptance of a deed for such Lot shall be deemed to covenant and agree to pay The Federal Group, Inc., its successors and assigns, an annual assessment for the care, maintenance and repair (and establishment of reserves therefore) of the Lowe Drive of \$100 per lot per year, payable on or before January 1 of each year with such assessment to increase (but not decrease) annually each January 1 beginning January 1, 2008, based on the annual percentage change in the "Consumer Price Index for Urban Wage Earner and Clerical Workers", United States City Average, All Items" from the changes in such Index from December 2002 (the "Easement Assessment"). The Easement Assessment shall be a charge on each Lot and shall be a continuing lien on each Lot and may be collected and enforced by The Federal Group, Inc. in the manner set forth in Article 8.7 of the Declaration.

## **ARTICLE IX INSURANCE AND CASUALTY LOSSES**

**9.1 TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

**9.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.** Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

### **9.3 DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

**9.4 REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

**9.5 HAZARD INSURANCE ON IMPROVED LOTS.** Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

### **9.6 OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Record Owner desires to construct

improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

## **ARTICLE X** **RIGHTS OF MORTGAGEES**

### **10.1 GENERAL.**

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

## **ARTICLE XI** **MISCELLANEOUS**

**11.1 TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration

shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

## **11.2 ENFORCEMENT.**

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse The Federal Group, Inc., if applicable, the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Declarant, the Association, by the Record Owner(s) of any land included in the Community and by The Federal Group, Inc. respecting the provisions of Sections 2.2 and 8.12 hereof, and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

(c) Notwithstanding the foregoing, neither the Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both (i) members entitled to cast at least seventy five percent (75%) of the votes held by all Owners other than the Class B Member, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Member holding at least seventy five percent (75%) of the votes. Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Review Committee during the Development Period.

**11.3 NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**11.4 INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer

shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

**11.5 NOTICES.** Any notice required to be sent to any member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Record Owner on the records of the Association at the time of such mailing.

**11.6 NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

**11.7 SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

**11.8 CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

**11.9 AMENDMENT.**

(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Articles IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.

(b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary or Assistant Secretary

of the Association an irrevocable power of attorney to act for and on behalf of each and every Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

(c) Anything set forth above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented only if one of the Federal Agencies or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or any Lot thereof, for federally approved mortgage financing proposed under applicable Federal Agency programs.

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# **APPENDIX**

## **D**

KENSINGTON  
SHEPHERDSTOWN, WEST VIRGINIA  
COMMUNITY IMPACT STATEMENT

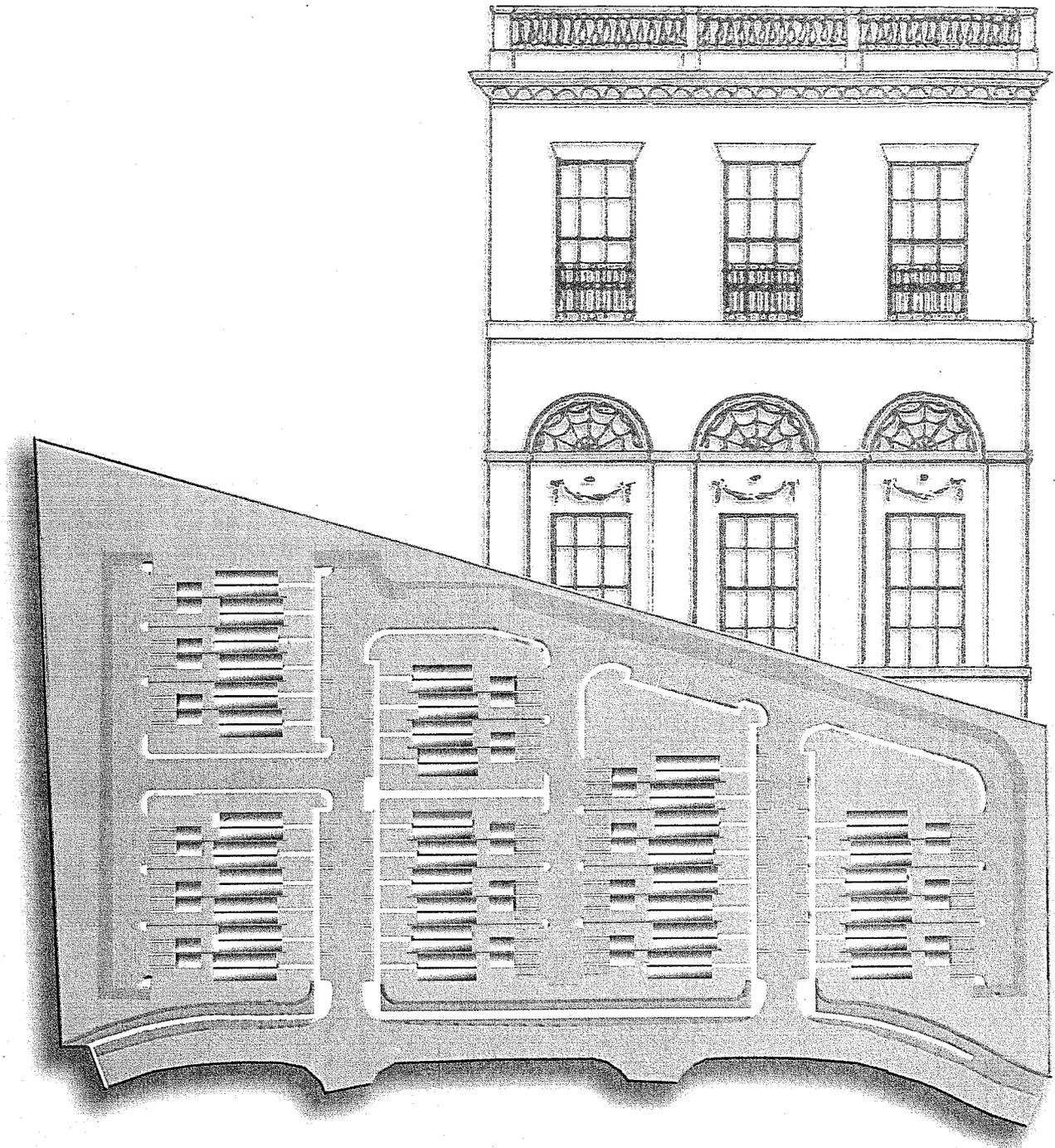
TENTATIVE CONSTRUCTION SCHEDULE

	<u>YEAR 1</u>	<u>YEAR 2</u>
SINGLE FAMILY - TOWNHOUSES		
Units per year	20	16

Please Note: Developer reserves his right to change the schedule according to market conditions

# **APPENDIX**

## **E**



# KENSINGTON

proposed 'Georgetown Style' townhome community  
Historic Shepherdstown, West Virginia

June Parker Estill, RECS, REALTOR®/Broker  
The Hawthorne Group, Martinsburg, West Virginia ©

August 4, 2006

Mr. Ken Lowe  
Shepherdstown, West Virginia

Dear Mr. Lowe,

Pursuant to your request for a 'broker's opinion of demand' on a proposed project directly opposite the approach to your Clarion Hotel and associated facilities, I herewith present my findings.

The purpose of the report is for presentation to Jefferson County Planning for evaluation of the proposed project as presented in the site preparation provided to me and prepared by Alpha Associates, Inc. of Martinsburg, WV.

All information contained herein is true and correct to the best of my knowledge.

Respectfully submitted,

  
June Parker Estill, RECS  
REALTOR®/Broker

New Email - [jestill@adelphia.net](mailto:jestill@adelphia.net)

1020 Winchester Ave.  
Martinsburg,  
West Virginia  
25401

Phone Office:  
(304) 263-3360

Fax: (304) 263-2422

[jestill@hawthorne-group.com](mailto:jestill@hawthorne-group.com)

## THE TOWN OF SHEPHERDSTOWN



The town of Shepherdstown, West Virginia, reported a population of 803 in 2000. The incorporated town has a total area of less than one-half square mile. Thomas Shepherd was granted 222 acres on the south side of the Potomac River in 1734. From this parcel, 50 acres was laid out as a town – now Shepherdstown. Thus began the historical saga of the community. The unique history of the town and the surrounding countryside is a significant reason for the town becoming a major State tourist attraction. There is a lively historic preservation community safeguarding the historic aspects while local community fathers secure the future of the rare and highly prized community.

The region is prominent today – as in historic times. Numerous highly esteemed facilities with national and international recognition are to be found in the immediate area. These facilities are often sites for meetings and training bringing visitors of regional, national, and international status into the area – providing exposure to the community.

Local citizens consider Shepherdstown to geographically encompass a much greater area. A Shepherdstown address is coveted and esteemed throughout the Eastern Panhandle and admired beyond. The local community considers the north and northeasterly Potomac River area of Jefferson County to be a “part of Shepherdstown.” This area includes the National Conservation Training Center operated by the U.S. Fish & Wildlife Service, the peninsula called Terrapin Neck, smaller peninsulas commonly known as Steamboat Run and Cress Creek to the north of the town.

To the south and west of the town is the Clarion Hotel and site of the Eastern Management Development Center.

## **EASTERN MANAGEMENT DEVELOPMENT CENTER**

The United States Office of Personnel Management's Internet site provides the following description of the facility.

"The EMDC in Shepherdstown, West Virginia, is a self-contained, executive and management residential training facility, located 70 miles from downtown Washington, DC. The Center houses our residential training courses for government leaders in the areas of management and public policy.

Nestled in the Blue Ridge Mountains above the Potomac River, Shepherdstown, once considered as a site for the nation's capital, balances its past with the future by blending history, education, culture, and recreation in such a way that it attracts a diverse and vibrant population. Having been dubbed "Georgetown West," this small cosmopolitan community, with the many amenities it has to offer, is conducive to meeting the needs of the metropolitan area while still maintaining a cozy and quaint atmosphere for the state's oldest town. It was recently the site for the Israeli and Syrian Peace Talks.

The Center combines 168 Clarion Hotel lodging rooms, complete food and beverage services, office space, an outstanding fitness center, and 14,000 square feet of training space. The state-of-the-art classrooms are equipped with ergonomic chairs and tables, video/computer monitors, built-in white boards, are wired for computers and modem lines, and have dedicated breakout rooms."

Additional facilities are available at the Clarion Hotel & Conference Center including private dining rooms, outdoor pool and Jacuzzi, hiking and biking trails, etc.

## **SHEPHERD UNIVERSITY & LOCAL CULTURAL ACTIVITIES**

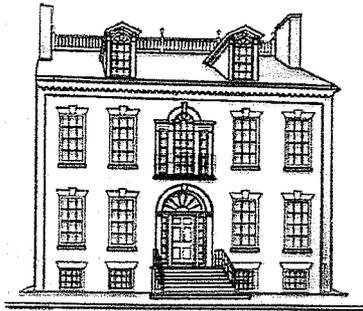
Typical of any community with an active academic facility, there is an array of activities to attract the community's interest – sports, theater, arts, etc. The Contemporary American Theatre Festival is a professional resident theater that presents four new American plays, plus puppetry, dance, music and visual arts in the month of July. The Millbrook Orchestra presents musical entertainments between the months of September and May at the Performing Arts Center of the university.

## **OTHER ATTRACTIONS**

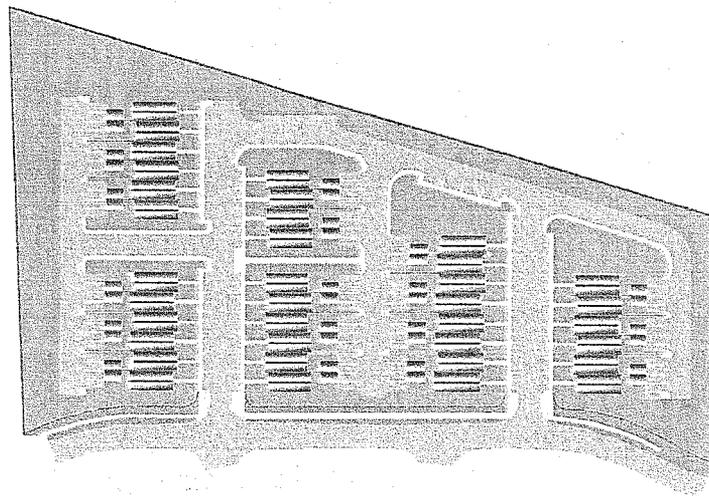
The whole of the Eastern Panhandle of West Virginia and the surrounding border states offer outstanding entertainment opportunities. The Charles Town Races and Gaming Casino is an ever growing entertainment facility and magnet for visitors from far and wide. Antique collectors, history buffs, environmentalist, sports enthusiasts – canoeing,

hiking, biking, rock climbers, fishermen, car racers, etc. There is something for everyone and every persuasion.

## THE PROPOSED PROJECT



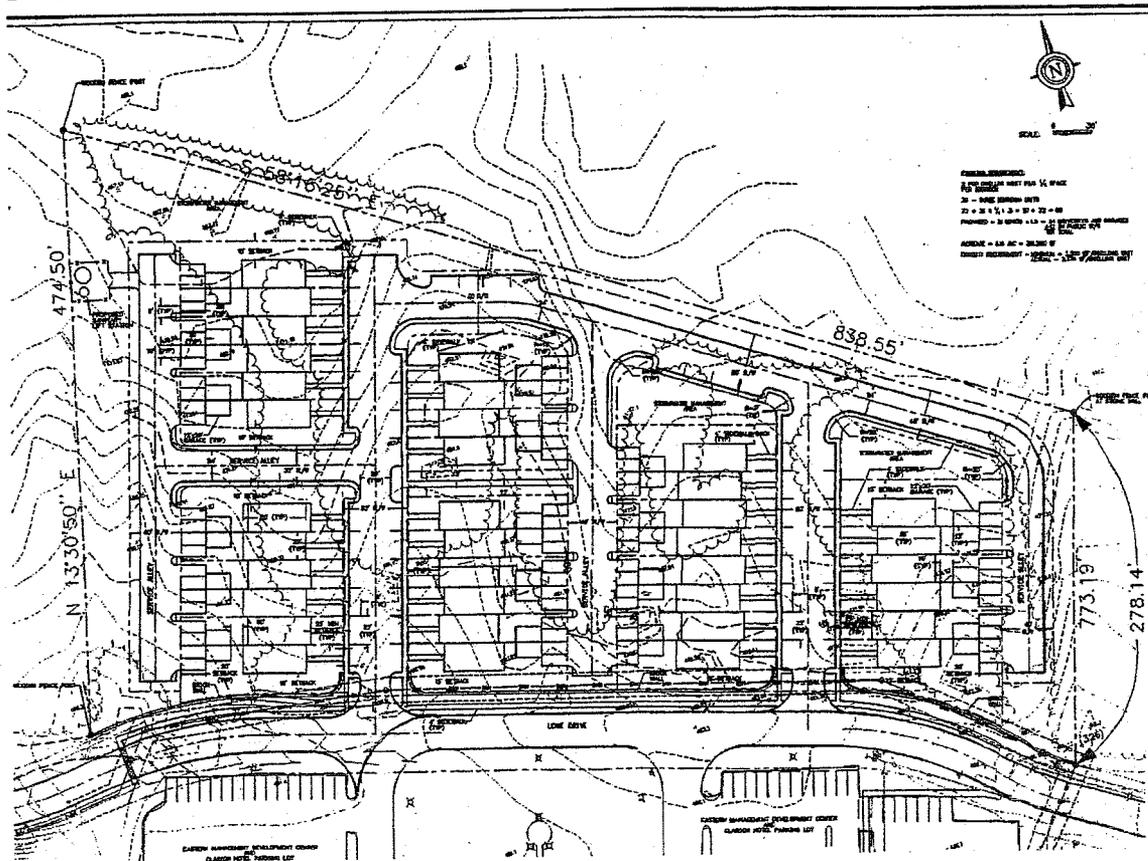
The project, Kensington, is a proposed construction of 36 Federal Style Townhomes akin to those typically found in Georgetown near the nation's capitol. The project is to be situated on a 6.18-acre tract directly across from the entrance to the Clarion facility.



The various attractions and facilities of the Clarion are to be made available to the owners of the individual units and other community activities may be incorporated at some later date – perhaps golf, tennis, etc. Security has become a concern to all members of all communities but more so to those in up-scale communities. Up-scale areas are typically targets of vandalism and theft. Kensington will attempt to offset some of these potential concerns by construction of a fence along the easterly, westerly and northerly boundaries of the property. The southerly boundary will provide two means of access with a classical brick wall in keeping with the general Federal Style of the individual units.

Each unit is to be 22 feet by 50 feet on two levels. Each unit is to have a detached single car garage to be accessed from an alleyway. The units will have three bedrooms. The interior and façade elements are to be appropriate to the overall design scheme for similar properties of "Georgetown Style" developments in more metropolitan areas of our near neighbors of Washington and Baltimore. Individual units are to be offered in the range of \$400,000 and upward.

The site engineering has been prepared by Alpha Associates, Incorporate of Martinsburg. Storm water management has been addressed in an appropriate manner. The streets are more than generous allowing for visitor parking to the front of each unit with additional parking along the alleyway to the rear. The layout of the roadways will not encourage uninvited pedestrian or vehicle traffic further enhancing a sense of community and privacy. We are advised that superior and esthetically pleasing – period pieces – lighting will be strategically placed throughout the project.



The development is to be so designed that it will enhance and compliment the existing old town.

The individual units will have 'all the buzzers, buttons and bells' desired by today's more technologically inclined buyers. There is to be a very

strong homeowners association. The covenants and restrictions are to be exceedingly strong and they will be closely monitored.

## TARGET MARKET OF KENSINGTON

The target market is to be three fold.

The first segment is that of young successful local professionals that choose to reside in a community that provides the activities and entertainments outlined previously. National statistics indicate that young people are marrying later in life but have come to recognize the value of investments earlier than previous generations. The investment in real estate rather than renting is viewed as more appropriate for long-term financial stability.

The second segment is that of the baby boomers. The follow represents selected quotes from Realty Times entitled:

### ***“Boomers Want Easy-Maintenance Homes” – May 6, 2003***

“Some 75 percent of home buyers 50 and older want a home that comes complete with yard or ground maintenance so they have more time to travel, relax and enjoy a care-free lifestyle. . . . the study dispels the common perception that seniors prefer to move to traditional warm-weather retirement destinations like their parents did. An overwhelming majority of seniors want to live near their loved ones or in the communities where they have put down roots. . . want to live close to children, grandchildren and family. . . Aging boomers want their house to be the central gathering spot for their kids and grandkids so they often create a dorm room and a mini-resort out back complete with pool, tennis court, and lounging areas. . . About two-thirds of builders said their buyers were relocating from within the same community or state. . . 50+ buyers prefer homes that promote safety and a sense of security. . . Today’s senior are technologically savvy. . .high-speed Internet. . .integrated structured wiring and intercom. . .entrance phones. . . Seniors want convenience . . .close to shopping. . .churches . . . medical facilities.”

And the third segment is that of the second homebuyers and this segment overlaps with the Baby Boomer segment to some extent. More and more second homebuyers are purchasing within a fair distance from the place of employment, which offers a decidedly different environment than that of the main residence. Stress, congestion and security concerns cause them to seek a more relaxed community – but not dullsville. Yet they want to be close enough to visit their former friends and family members as often as they may choose. A large percentage of these second homebuyers advise they propose to sell the primary residence and reside at the second home as the primary residence at some time in the future. This downsizing provides for a more economic life style and eliminates or dramatically reduces the cost of

upkeep and day-to-day maintenance of their present larger more extensive urban homes. In so doing, it further provides these individuals with additional time for recreation, travel, study, play and community involvement. One such lady advised she has every intention of learning to fly an airplane. She will find it easier to do so here because our airport is not in the Washington 'TFR' zone. The 'temporary flight restriction' around DC has not been 'temporary' since 9/11.

#### OTHER INCENTIVES

Source: Washington Life Magazine

"There are 78 million Baby boomers in the U.S. . . . The price per square foot in Georgetown is \$753 but a luxury condominium in Georgetown is about \$1,000,000. . . ."

Source: International Real Estate Digest – 2005

" . . . Alexandria. . . 100 three bedroom townhomes with prices starting in the \$800,000 range all the way up to \$1.8 million. . . Bethesda. . . 24 townhomes ranging from \$1.5 to 2 million. . . Potomac . . . 15 brownstones priced between \$1.4 to \$1.8 million. . ."

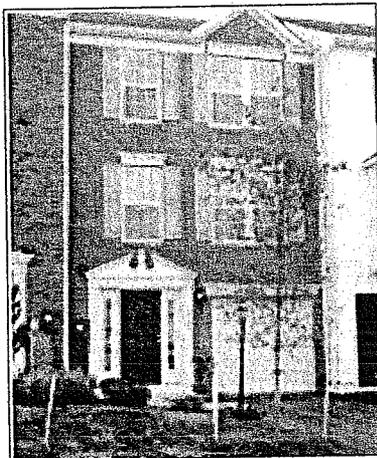
#### THE LOCAL MARKET & NEIGHBORING MARKETS

Source: MRIS – Last of July 2006

Fairfax Crossing, Ranson – Attached Housing

Townhouse/Colonial. Offered for rent at \$1,000 to \$1,350 per month.  
Townhouse/Colonial offered for sale – 2 at \$259,000

1 at \$295,000 & 1 at \$319,000



Townhouses typical of new construction in the region are much the same in architectural design and interior layout. Some integrate brick and/or artificial stone detailing and /or façade treatment and generally have vinyl siding to the rear.

Photo courtesy of MRIS

Cress Creek, Shepherdstown – Attached – Victorian/Duplex – 2 offered for \$359,000 and 1 sold in March for \$647,387

Maddex Farm Townhouses, Shepherdstown – Townhouses constructed from 1992 to 1996, 1,320 square feet – latest reported sale March of 2004 sold at \$155,000.

Loudoun County, Virginia – Attached/Townhouses – Sold since January 1, 2006 – 1,546 units and 784 of them sold for \$400,000 or more.

Frederick County, Maryland – Attached/Townhouses – Sold since January 1, 2006 – 920 units and 61 of them sold for \$400,000 or more.

#### DEMOGRAPHIC DATA

Source: STDB, Inc. – Radius of German & Duke Streets, Shepherdstown

	Population 2005	Population 2010	Households 2005	Average Household Income
One Mile	2,878	2,912	864	\$68,900
Three Miles	5,959	6,071	2,022	\$69,640
Five Miles	12,024	12,615	4,233	\$68,007

#### CONCLUSION

There is an obvious demand for up-scale townhouses such as those planned in this vicinity of Shepherdstown. The proposed project has access to amenities that are in keeping with the community and demonstrated desires of prospective purchasers. The price range appears appropriate for such an offering – particularly for the Shepherdstown community.



## **Kensington – Georgetown Style Townhome Project**

1, 3, 5 mile radii: Shepherdstown at German and Duke

**Prepared For:**

Lowe

**Prepared By:**

June Parker Estill, RECS, Broker, Realtor

The Hawthorne Group

**July 28, 2006**

The information contained herein is from sources believed reliable, but neither the CCIM Institute nor its members, including the author of this report, have confirmed this information. Any warranty or representation of accuracy is expressly disclaimed. The Recipient of this report is cautioned that it is the Recipient's responsibility to confirm the accuracy and completeness of the information provided, including such independent investigation of this information as may appear necessary to determine its suitability for Recipient's needs.



Date: 07/28/06

Current Geography Selection: 1, 3, 5 mile radii: Shepherdstown at German and Duke  
Current Index Base: Entire US

Lat: 39.431970 Long: -77.808827  
City: Shepherdstown town Pop: 838  
County: Jefferson County Pop: 49,069  
Zip: 25443 Pop: 5,829

## Executive Demographic Summary Report

### Population

The current year population in this selected geography is 12,024. The 2000 Census revealed a population of 11,483, and in 1990 it was 9,911 representing a 15.85% change. It is estimated that the population in this area will be 12,615 in 2010, representing a change of 4.91% from 2005. The current population is 50.28% male and 49.72% female. In 2005, the median age of the population in this area was 37.9, compared to the US median age which was 36.3. The population density in your area is 153.1 people per square mile.

### Households

There are currently 4,233 households in this selected geography. The Census revealed household counts of 4,162 in 2000, up from 3,347 in 1990, representing a change of 24.34%. It is estimated that the number of households in this area will be 4,337 in 2010, representing a change of 2.46% from the current year. For the current year, the average household size in this area is 2.84 persons.

In 2005, the median number of years in residence in this geography's population is 3.36. The average household size in this geography was 2.61 people and the average family size was 3.08 people. The average number of vehicles per household in this geography was 2.2.

### Income

In 2005, the median household income in this selected geography was \$55,526, compared to the US median which was \$46,350. The Census revealed median household incomes of \$51,125 in 2000 and \$34,527 in 1990 representing a change of 48.07%. It is estimated that the median household income in this area will be \$62,245 in 2010, which would represent a change of 12.10% from the current year.

In 2005, the per capita income in this area was \$24,962, compared to the US per capita, which was \$23,594. The 2005 average household income for this area was \$68,007, compared to the US average which was \$61,553.

### Race Ethnicity

In 2005, the racial makeup of this selected area was as follows: 91.74% White; 5.25% Black; 0.25% Native American; 0.90% Asian/Pacific Islander; and 0.30% Other. Compare these to the US racial makeup which was: 75.69% White, 12.15% Black, 0.83% Native American, 4.29% Asian/Pacific Islander and 4.59% Other.

People of Hispanic ethnicity are counted independently of race. People of Hispanic origin make up 1.35% of the current year population in this selected area. Compare this to the US makeup of 14.45%. Changes in the population within each race and ethnicity category from the 1990 Census to the 2000 Census are as follows: 71.4% American Indian, Eskimo, Aleut Population; 172.4% Asian, Pacific Islander; -0.8% Black; 118.4% Hispanic Ethnicity; 72.9% Other; White 14.4%.

### Housing

The median housing value in this area was \$90,779 in 1990, compare this to the US median of \$78,382 for the same year. The 2000 Census median housing value was \$137,334, which is a 51.3% change from 1990. In 1990, there were 2,586 owner occupied housing units in this area vs. 4,162 in 2000. Also in 1990, there were 761 renter occupied

housing units in this area vs. 896 in 2000. The average rent in 1990 was \$303 vs. \$451 in 2000.

### **Employment**

In 2005, there were 6,654 people over the age of 16 in the labor force in your geography. Of these 96.67% were employed, 3.28% were unemployed, 33.19% were not in the labor force and 0.03% were in the armed forces. In 1990, unemployment in this area was 3.77% and in 2000 it was 2.92%.

In 2005, there were 1,973 employees in this selected area (daytime population) and there were 247 establishments.

For this area in 1990, 54.71% of employees were employed in white-collar occupations and 45.29% were employed in blue-collar occupations. In 2000, white collar workers made up 61.74% of the population, and those employed in blue collar occupations made up 38.26%. In 1990, the average time traveled to work was 16 minutes and in 2000 it was 25 minutes.



**Date:** 07/28/06  
**Current Geography Selection:** 1, 3, 5 mile radii: Shepherdstown at German and Duke  
**Current Index Base:** Entire US

**Lat:** 39.431970 **Long:** -77.808827  
**City:** Shepherdstown town **Pop:** 838  
**County:** Jefferson County **Pop:** 49,069  
**Zip:** 25443 **Pop:** 5,829

**Population Detail Younger Than 45 Report**

	1 Miles:	3 Miles:	5 Miles:
<b>Population</b>			
1990 Population	2,821	5,242	9,911
2000 Population	2,866	5,889	11,483
Current Year Population	2,878	5,959	12,024
5 Year Projected Population	2,912	6,071	12,615
Change 1990 to 2000	1.6%	12.3%	15.9%
Change 2000 to CY	0.4%	1.2%	4.7%
Change CY to 5Y	1.2%	1.9%	4.9%
<b>Households</b>			
1990 Census	728	1,671	3,347
2000 Census	883	2,066	4,162
Current Year	864	2,022	4,233
5 Year Projected	858	2,008	4,337
Change 1990 to 2000	21.3%	23.6%	24.3%
Change 2000 to CY	-2.1%	-2.1%	1.7%
Change CY to 5Y	-0.7%	-0.7%	2.5%
<b>Median Age</b>			
1990 Median Age	25	28	31
2000 Median Age	33	34	37
CY Median Age	33	35	38
5Y Median Age	36	37	40
Change 1990 to 2000	34.7%	23.7%	17.3%
Change 2000 to CY	0.8%	2.0%	3.0%
Change CY to 5Y	8.0%	6.8%	5.1%
<b>Group Quarters</b>			
1990 Census	689	941	1,051
2000 Census	473	915	1,012
Current Year	451	873	967
5 Year Projected	428	829	917
<b>Population Density</b>			
1990 Census	897.9	185.4	126.2
2000 Census	912.2	208.3	146.2
Current Year	916.1	210.8	153.1
5 Year Projected	927.0	214.7	160.6
<b>Female Population</b>			
1990 Female Population	1,503	2,713	4,977
2000 Female Population	1,456	2,973	5,727

Current Year Female Population	1,458	3,000	5,979
5Y Projected Female Population	1,472	3,048	6,255
Change 1990 to 2000	-3.2%	9.6%	15.1%
Change 2000 to CY	0.1%	0.9%	4.4%
Change CY to 5Y	1.0%	1.6%	4.6%

**Female Population**

1990 Female Population	53.29%	51.75%	50.22%
2000 Female Population	50.80%	50.49%	49.87%
Current Year Female Population	50.65%	50.34%	49.72%
5Y Projected Female Population	50.54%	50.22%	49.59%

**Female Median Age**

1990 Female Median Age	23.7	28.4	32.2
2000 Female Median Age	35.4	35.7	37.7
Current Year Female Median Age	36.6	37.0	39.0
5Y Projected Female Median Age	31.2	33.0	37.2

**Male Population**

1990 Male Population	1,318	2,529	4,934
2000 Male Population	1,410	2,915	5,756
Current Year Male Population	1,420	2,959	6,046
5 Year Projected Male Population	1,440	3,022	6,359
Change 1990 to 2000	7.0%	15.3%	16.7%
Change 2000 to CY	0.7%	1.5%	5.0%
Change CY to 5Y	1.4%	2.1%	5.2%

**Male Population**

1990 Male Population	46.71%	48.25%	49.78%
2000 Male Population	49.20%	49.51%	50.13%
Current Year Male Population	49.35%	49.66%	50.28%
5 Year Projected Male Population	49.46%	49.78%	50.41%

**Male Median Age**

1990 Male Median Age	25.1	27.0	30.4
2000 Male Median Age	30.5	31.8	35.8
Current Year Male Median Age	29.7	31.6	36.7
5Y Projected Male Median Age	30.8	32.6	36.9

**% 2000 Population – Age**

Total Population	2,866	5,889	11,483
Age 0 to 4	3.4%	3.7%	4.4%
Age 5 to 9	4.2%	4.8%	5.8%
Age 10 to 13	4.4%	4.7%	5.3%
Age 14 to 17	4.7%	5.0%	5.4%
Age 18 to 20	14.5%	13.6%	8.9%
Age 21 to 24	11.2%	9.9%	7.1%
Age 25 to 29	5.0%	4.8%	5.0%
Age 30 to 34	4.4%	4.7%	5.5%
Age 35 to 39	5.9%	6.4%	7.7%
Age 40 to 44	6.7%	6.9%	7.9%
Age 45 Plus	35.6%	35.6%	37.0%

**% 2000 Supplemental Ranges**

Age 0 to 13	12.0%	13.2%	15.5%
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Age 0 to 17	16.7%	18.2%	20.9%
Age 18 to 34	25.7%	23.4%	16.1%
Age 21 Plus	68.8%	68.3%	70.1%
Age 25 to 54	36.6%	37.7%	41.9%
Age 45 to 64	23.8%	24.3%	25.9%

**% CY Population – Age**

Total Population	2,878	5,959	12,024
Age 0 to 4	3.3%	3.6%	4.4%
Age 5 to 9	4.0%	4.5%	5.3%
Age 9 to 13	4.0%	4.3%	5.0%
Age 14 to 17	4.5%	4.9%	5.3%
Age 18 to 19	7.7%	7.3%	5.0%
Age 20 to 24	18.5%	16.5%	11.4%
Age 25 to 29	5.5%	5.2%	5.3%
Age 30 to 34	3.7%	4.0%	4.8%
Age 35 to 39	4.7%	5.3%	6.6%
Age 40 to 44	6.4%	6.7%	7.6%
Age 45 Plus	37.7%	37.8%	39.3%

**% CY Supplemental Ranges**

Age 0 to 13	11.3%	12.4%	14.7%
Age 0 to 17	15.8%	17.3%	20.0%
Age 18 to 34	35.4%	33.0%	26.4%
Age 20 Plus	76.5%	75.4%	75.0%
Age 25 to 54	34.4%	35.7%	40.2%
Age 45 to 64	25.4%	26.0%	27.9%

**% 5Y Population – Age**

Total Population	2,912	6,071	12,615
Age 0 to 4	3.0%	3.4%	4.3%
Age 5 to 9	3.8%	4.3%	5.1%
Age 9 to 13	3.6%	3.9%	4.6%
Age 14 to 17	4.1%	4.5%	4.9%
Age 18 to 19	7.4%	6.9%	4.7%
Age 20 to 24	17.8%	15.8%	10.7%
Age 25 to 29	6.1%	5.6%	5.6%
Age 30 to 34	3.6%	3.9%	4.6%
Age 35 to 39	4.0%	4.5%	5.8%
Age 40 to 44	5.6%	5.9%	6.9%
Age 45 Plus	41.2%	41.4%	42.9%

**% 5Y Supplemental Ranges**

Age 0 to 13	10.4%	11.6%	13.9%
Age 0 to 17	14.5%	16.1%	18.8%
Age 18 to 34	34.9%	32.3%	25.7%
Age 20 Plus	78.3%	77.1%	76.5%
Age 25 to 54	33.3%	34.6%	39.0%
Age 45 to 64	26.8%	27.7%	30.0%



**Date:** 07/28/06  
**Current Geography Selection:** 1, 3, 5 mile radii: Shepherdstown at German and Duke  
**Current Index Base:** Entire US

**Lat:** 39.431970 **Long:** -77.808827  
**City:** Shepherdstown town **Pop:** 838  
**County:** Jefferson County **Pop:** 49,069  
**Zip:** 25443 **Pop:** 5,829

**Household Information Report**

	1 Miles:	3 Miles:	5 Miles:
<b>Population Density</b>			
1990 Population Density	897.9	185.4	126.2
2000 Population Density	912.2	208.3	146.2
Current Year Population Density	916.1	210.8	153.1
5Y Projected Population Density	927.0	214.7	160.6
CY Household Density	275.1	71.5	53.9
<b>Median Household Income</b>			
1990 Median HH Income	\$33,048	\$34,373	\$34,527
2000 Median HH Income	\$47,518	\$49,718	\$51,125
Current Year Median HH Income	\$51,611	\$53,906	\$55,526
5Y Projected Median HH Income	\$57,434	\$59,632	\$62,245
Change 1990 to 2000	43.8%	44.6%	48.1%
Change 2000 to CY	8.6%	8.4%	8.6%
Change CY to 5Y Projection	11.3%	10.6%	12.1%
<b>Per Capita Income</b>			
1990 Per Capita Income	\$12,556	\$13,025	\$13,453
2000 Per Capita Income	\$19,443	\$21,700	\$21,623
Current Year Per Capita Income	\$26,069	\$25,321	\$24,962
5Y Projected Per Capita Income	\$27,966	\$27,088	\$26,827
Change 1990 to 2000	54.9%	66.6%	60.7%
Change 2000 to CY	34.1%	16.7%	15.4%
Change CY to 5Y Projection	7.3%	7.0%	7.5%
<b>Average Household Income</b>			
1990 Average HH Income	\$39,441	\$40,074	\$39,355
2000 Average HH Income	\$63,095	\$61,851	\$59,656
Current Year Average HH Income	\$68,900	\$69,640	\$68,007
5Y Projected Average HH Income	\$76,454	\$76,939	\$75,181
Change 1990 to 2000	60.0%	54.3%	51.6%
Change 2000 to CY	9.2%	12.6%	14.0%
Change CY to 5Y Projection	11.0%	10.5%	10.5%
<b>1990 Household Income</b>			
Income \$ 0 - \$9,999	11.0%	10.5%	11.0%
Income \$ 10,000 - \$19,999	17.5%	15.3%	14.2%
Income \$ 20,000 - \$29,999	14.9%	15.9%	16.6%
Income \$ 30,000 - \$39,999	18.9%	18.4%	17.9%
Income \$ 40,000 - \$49,999	11.3%	12.2%	15.2%

Income \$ 50,000 - \$59,999	6.2%	6.4%	7.8%
Income \$ 60,000 - \$74,999	8.7%	10.0%	8.0%
Income \$ 75,000 - \$99,999	7.5%	6.9%	5.6%
Income \$100,000 - \$124,999	2.7%	3.1%	2.6%
Income \$125,000 - \$149,999	0.9%	0.6%	0.5%
Income \$150,000 +	0.8%	0.6%	0.7%

**2000 Household Income:**

Income \$ 0 - \$9,999	7.8%	7.8%	6.5%
Income \$ 10,000 - \$19,999	10.9%	10.2%	8.8%
Income \$ 20,000 - \$29,999	10.6%	10.1%	10.8%
Income \$ 30,000 - \$39,999	9.7%	9.0%	10.2%
Income \$ 40,000 - \$49,999	13.0%	13.1%	12.6%
Income \$ 50,000 - \$59,999	8.4%	8.2%	9.2%
Income \$ 60,000 - \$74,999	11.7%	13.2%	14.2%
Income \$ 75,000 - \$99,999	13.9%	14.5%	15.8%
Income \$100,000 - \$124,999	5.3%	4.9%	5.2%
Income \$125,000 - \$149,999	4.6%	4.8%	3.5%
Income \$150,000 +	4.2%	4.1%	3.2%

**2005 Household Income**

Income \$ 0 - \$9,999	7.7%	7.6%	6.3%
Income \$ 10,000 - \$19,999	10.1%	9.4%	8.0%
Income \$ 20,000 - \$29,999	9.9%	9.5%	9.5%
Income \$ 30,000 - \$39,999	8.2%	7.8%	8.9%
Income \$ 40,000 - \$49,999	12.6%	12.0%	12.2%
Income \$ 50,000 - \$59,999	7.6%	8.0%	8.6%
Income \$ 60,000 - \$74,999	10.8%	11.6%	12.8%
Income \$ 75,000 - \$99,999	14.6%	15.8%	17.3%
Income \$100,000 - \$124,999	7.7%	7.6%	8.0%
Income \$125,000 - \$149,999	4.6%	4.5%	3.8%
Income \$150,000 +	6.2%	6.2%	4.6%

**2010 Household Income**

Income \$ 0 - \$9,999	7.7%	7.6%	6.3%
Income \$ 10,000 - \$19,999	10.1%	9.4%	8.0%
Income \$ 20,000 - \$29,999	9.9%	9.5%	9.5%
Income \$ 30,000 - \$39,999	8.2%	7.8%	8.9%
Income \$ 40,000 - \$49,999	12.6%	12.0%	12.2%
Income \$ 50,000 - \$59,999	7.6%	8.0%	8.6%
Income \$ 60,000 - \$74,999	10.8%	11.6%	12.8%
Income \$ 75,000 - \$99,999	14.6%	15.8%	17.3%
Income \$100,000 - \$124,999	7.7%	7.6%	8.0%
Income \$125,000 - \$149,999	4.6%	4.5%	3.8%
Income \$150,000 +	6.2%	6.2%	4.6%

**Housing Units - Trend**

**1990 Census Total Housing Units**

Owner-Occupied	61.8%	66.9%	69.7%
Renter-Occupied	27.5%	23.6%	20.5%
Vacant	10.7%	9.5%	9.7%

**2000 Total Housing Units**

Owner-Occupied	63.4%	68.7%	71.6%
Renter-Occupied	29.0%	23.7%	19.6%
Vacant	7.5%	7.6%	8.8%

**2005 Total Housing Units**

Owner-Occupied	58.7%	64.6%	68.9%
Renter-Occupied	32.1%	26.2%	21.2%
Vacant	9.2%	9.2%	9.9%

**2010 Total Housing Units**

Owner-Occupied	55.5%	62.1%	67.2%
Renter-Occupied	35.3%	28.8%	22.6%
Vacant	9.1%	9.1%	10.1%

**2000 Owner Occupied Home Value:**

\$ 0 – \$24,999	1.9%	1.7%	2.5%
\$ 25,000 – \$34,999	1.9%	1.8%	2.0%
\$ 35,000 – \$49,999	1.4%	1.4%	2.4%
\$ 50,000 – \$79,999	11.0%	11.8%	11.1%
\$ 80,000 – \$99,999	12.9%	13.6%	13.5%
\$100,000 – \$149,999	19.4%	21.2%	25.4%
\$150,000 – \$199,999	20.1%	19.9%	20.3%
\$200,000 – \$299,999	21.7%	20.3%	17.0%
\$300,000 – \$399,999	4.7%	3.5%	2.8%
\$400,000 – \$499,999	2.8%	2.9%	1.8%
\$500,000 – \$749,999	1.8%	1.4%	0.9%
\$750,000 – \$999,999	0.4%	0.4%	0.3%
\$1,000,000 or more	0.0%	0.0%	0.1%

2000 Median Home Value	\$158,334	\$152,571	\$137,334
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**2000 Monthly Contract Rent:**

\$ 0 – \$100	1.8%	1.4%	1.5%
\$ 100 – \$199	1.4%	2.1%	3.4%
\$ 200 – \$299	4.7%	4.6%	5.3%
\$ 300 – \$399	29.8%	32.6%	29.2%
\$ 400 – \$499	22.4%	21.0%	21.9%
\$ 500 – \$599	10.8%	9.7%	10.0%
\$ 600 – \$699	11.6%	10.5%	9.6%
\$ 700 – \$799	7.1%	6.1%	6.5%
\$ 800 – \$899	1.6%	2.4%	2.4%
\$ 900 – \$999	1.4%	0.8%	0.5%
\$1,000 – \$1,249	0.4%	0.6%	0.7%
\$1,250 – \$1,499	0.0%	0.0%	0.0%
\$1,500 – \$1,999	1.8%	0.9%	0.6%
\$2,000 or more	0.0%	0.0%	0.0%

2000 Average Monthly Contract Rent	\$484	\$461	\$451
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**2000 Units In Structure:**

1, Attached	6.8%	5.2%	3.3%
1, Detached	70.4%	75.0%	78.7%
2	4.0%	2.9%	2.1%

3 – 4	5.5%	3.3%	2.3%
5 – 9	4.1%	3.9%	2.7%
10 – 19	3.6%	2.5%	1.4%
20 – 49	0.6%	0.6%	0.4%
50 or more	0.0%	0.0%	0.0%
Mobile Home/Trailer	5.1%	6.6%	9.1%
Other	0.0%	0.0%	0.0%

**2000 Year Moved In:**

1969 or Earlier	7.5%	7.6%	8.2%
1970–1979	10.7%	12.2%	11.8%
1980–1989	20.1%	20.6%	22.6%
1990–1994	12.5%	12.7%	14.6%
1995–1998	27.7%	27.2%	25.6%
1999–March 2000	21.6%	19.8%	17.2%

**2000 Year Structure Built:**

Before 1939	36.6%	25.8%	25.9%
1940 to 1949	2.9%	2.7%	2.7%
1950 to 1959	4.4%	4.4%	5.5%
1960 to 1969	8.3%	8.8%	7.9%
1970 to 1979	15.8%	19.4%	17.6%
1980 to 1989	16.2%	18.8%	19.7%
1990 to 1994	8.2%	10.3%	10.6%
1995 to 1998	4.3%	5.8%	6.5%
1999 to March 2000	3.3%	4.2%	3.7%

**2000 Transportation to Work**

Workers Age 16+	1,497	3,071	6,063
Bicycle	0.1%	0.2%	0.1%
Bus or trolley bus	0.2%	0.1%	0.1%
Carpooled	11.2%	11.2%	11.8%
Drove alone	67.4%	70.6%	75.4%
Ferryboat	0.0%	0.0%	0.0%
Motorcycle	0.1%	0.1%	0.1%
Other means	0.6%	0.4%	0.2%
Railroad	2.4%	2.5%	2.1%
Streetcar or trolley car	0.0%	0.0%	0.0%
Subway or elevated	0.1%	0.1%	0.1%
Taxicab	0.0%	0.0%	0.0%
Walked	12.4%	9.6%	5.3%
Worked at home	5.6%	5.3%	4.6%

**Vehicles – Current Year**

Total Vehicles	1,805	4,391	9,505
Households with 0 Vehicles	47	98	178
Households with 1 Vehicle	252	520	979
Households with 2+ Vehicles	565	1,404	3,075
Average Vehicles Per Household	2.10	2.20	2.20
Current Year Vehicles	1,805	4,391	9,505
Change in Total Vehicles 90 to CY	41.0%	41.3%	44.8%

REPORT PROVIDED BY



**STDB ONLINE** The Site To Do Business

POWER UP

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Change 1990 to 2000	1.6%	12.3%	15.9%
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<b>Households</b>			
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5 Year Projected	858	2,008	4,337
Change 1990 to 2000	21.3%	23.6%	24.3%
Change 2000 to CY	-2.1%	-2.1%	1.7%
Change CY to 5Y	-0.7%	-0.7%	2.5%
<b>Median Age</b>			
1990 Median Age	25	28	31
2000 Median Age	33	34	37
CY Median Age	33	35	38
5Y Median Age	36	37	40
Change 1990 to 2000	34.7%	23.7%	17.3%
Change 2000 to CY	0.8%	2.0%	3.0%
Change CY to 5Y	8.0%	6.8%	5.1%
<b>Group Quarters</b>			
1990 Census	689	941	1,051
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Current Year	451	873	967
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2000 Female Population	1,456	2,973	5,727

Current Year Female Population	1,458	3,000	5,979
5Y Projected Female Population	1,472	3,048	6,255
Change 1990 to 2000	-3.2%	9.6%	15.1%
Change 2000 to CY	0.1%	0.9%	4.4%
Change CY to 5Y	1.0%	1.6%	4.6%

**Female Population**

1990 Female Population	53.29%	51.75%	50.22%
2000 Female Population	50.80%	50.49%	49.87%
Current Year Female Population	50.65%	50.34%	49.72%
5Y Projected Female Population	50.54%	50.22%	49.59%

**Female Median Age**

1990 Female Median Age	23.7	28.4	32.2
2000 Female Median Age	35.4	35.7	37.7
Current Year Female Median Age	36.6	37.0	39.0
5Y Projected Female Median Age	31.2	33.0	37.2

**Male Population**

1990 Male Population	1,318	2,529	4,934
2000 Male Population	1,410	2,915	5,756
Current Year Male Population	1,420	2,959	6,046
5 Year Projected Male Population	1,440	3,022	6,359
Change 1990 to 2000	7.0%	15.3%	16.7%
Change 2000 to CY	0.7%	1.5%	5.0%
Change CY to 5Y	1.4%	2.1%	5.2%

**Male Population**

1990 Male Population	46.71%	48.25%	49.78%
2000 Male Population	49.20%	49.51%	50.13%
Current Year Male Population	49.35%	49.66%	50.28%
5 Year Projected Male Population	49.46%	49.78%	50.41%

**Male Median Age**

1990 Male Median Age	25.1	27.0	30.4
2000 Male Median Age	30.5	31.8	35.8
Current Year Male Median Age	29.7	31.6	36.7
5Y Projected Male Median Age	30.8	32.6	36.9

**% 2000 Population – Age**

Total Population	2,866	5,889	11,483
Age Under 45	64.4%	64.4%	63.0%
Age 45 – 49	6.7%	7.0%	7.7%
Age 50 – 54	7.9%	7.9%	8.2%
Age 55 – 59	5.1%	5.1%	5.5%
Age 60 – 64	4.2%	4.3%	4.5%
Age 65 – 69	3.4%	3.4%	3.4%
Age 70 – 74	3.0%	3.0%	2.9%
Age 75 – 79	2.2%	2.2%	2.4%
Age 80 – 84	1.8%	1.6%	1.4%
Age 85 Plus	1.3%	1.2%	1.0%

**% 2000 Supplemental Ranges**

Age 18 to 34	51.8%	51.0%	47.4%
--------------	-------	-------	-------

Age 55 Plus	21.0%	20.7%	21.1%
Age 65 Plus	11.8%	11.3%	11.1%
Age 75 Plus	5.3%	5.0%	4.7%

**% CY Population - Age**

Total Population	2,878	5,959	12,024
Age Under 44	62.3%	62.2%	60.6%
Age 45 to 49	6.4%	6.8%	7.8%
Age 50 to 54	7.7%	7.8%	8.2%
Age 55 to 59	6.1%	6.1%	6.6%
Age 60 to 64	5.2%	5.3%	5.4%
Age 65 to 69	3.8%	3.7%	3.7%
Age 70 to 74	2.9%	2.8%	2.8%
Age 75 to 79	2.1%	2.1%	2.3%
Age 80 to 84	1.9%	1.7%	1.5%
Age 85 Plus	1.7%	1.5%	1.2%

**% CY Supplemental Ranges**

Age 18 to 34	35.4%	33.0%	26.4%
Age 55 Plus	12.5%	12.2%	12.0%
Age 65 Plus	7.0%	6.6%	6.2%
Age 75 Plus	3.5%	3.3%	3.0%

**% 5Y Population - Age**

Total Population	2,912	6,071	12,615
Age Under 44	58.9%	58.7%	57.1%
Age 45 to 49	6.3%	6.7%	7.8%
Age 50 to 54	7.8%	7.9%	8.5%
Age 55 to 59	6.6%	6.6%	7.2%
Age 60 to 64	6.2%	6.5%	6.5%
Age 65 to 69	5.0%	4.8%	4.6%
Age 70 to 74	3.4%	3.2%	3.1%
Age 75 to 79	2.3%	2.3%	2.4%
Age 80 to 84	1.9%	1.7%	1.5%
Age 85 Plus	1.9%	1.7%	1.3%

**% 5Y Supplemental Ranges**

Age 18 to 34	34.9%	32.3%	25.7%
Age 55 Plus	14.3%	13.9%	13.5%
Age 65 Plus	8.0%	7.5%	6.9%
Age 75 Plus	3.7%	3.5%	3.1%



**Date:** 07/28/06  
**Current Geography Selection:** 1, 3, 5 mile radii: Shepherdstown at German and Duke  
**Current Index Base:** Entire US

**Lat:** 39.431970 **Long:** -77.808827  
**City:** Shepherdstown town **Pop:** 838  
**County:** Jefferson County **Pop:** 49,069  
**Zip:** 25443 **Pop:** 5,829

**Demographic Snapshot Comparison Report**

	1 Miles:	3 Miles:	5 Miles:
<b>Population:</b>			
Total Population	2,878	5,959	12,024
Male Population	49.4%	49.7%	50.3%
Female Population	50.6%	50.3%	49.7%
Median Age	33.4	34.7	37.9
Population Density (per sq. mi.)	916.1	210.8	153.1
Employees	836	1,321	1,973
Establishments	116	156	247
<b>Income:</b>			
Median HH Income	\$51,611	\$53,906	\$55,526
Per Capita Income	\$26,069	\$25,321	\$24,962
Average HH Income	\$68,900	\$69,640	\$68,007
<b>Households:</b>			
Total Households	864	2,022	4,233
Average Household Size	2.81	2.51	2.61
Household Growth 1990 - 2000	21.3%	23.6%	24.3%
<b>Housing:</b>			
Owner Occupied Housing Units	58.7%	64.6%	68.9%
Renter Occupied Housing Units	32.1%	26.3%	21.2%
Vacant Housing Units	9.2%	9.2%	9.9%
<b>Race:</b>			
White	87.9%	89.1%	91.7%
Black	8.2%	7.2%	5.3%
American Indian, Eskimo, Aleut	0.4%	0.3%	0.3%
Asian	1.3%	1.2%	0.9%
Hawaiian or Pacific Islander	0.1%	0.1%	0.1%
Other	0.3%	0.3%	0.3%
Multirace	1.9%	1.9%	1.5%
<b>Ethnicity:</b>			
Hispanic	1.7%	1.7%	1.4%
Non-Hispanic	98.3%	98.3%	98.7%



# Map - CY Average Household Net Worth

## Shepherdstown at Geman and Duke

### Map Legend

(map is displaying Block Groups)

- Above 187500
- 155000 to 187500
- 127500 to 155000
- 105000 to 127500
- Below 105000
- No Data

Subject Site

1, 3, 5 mile radii

Primary Highways

Secondary Highways

Major Roads

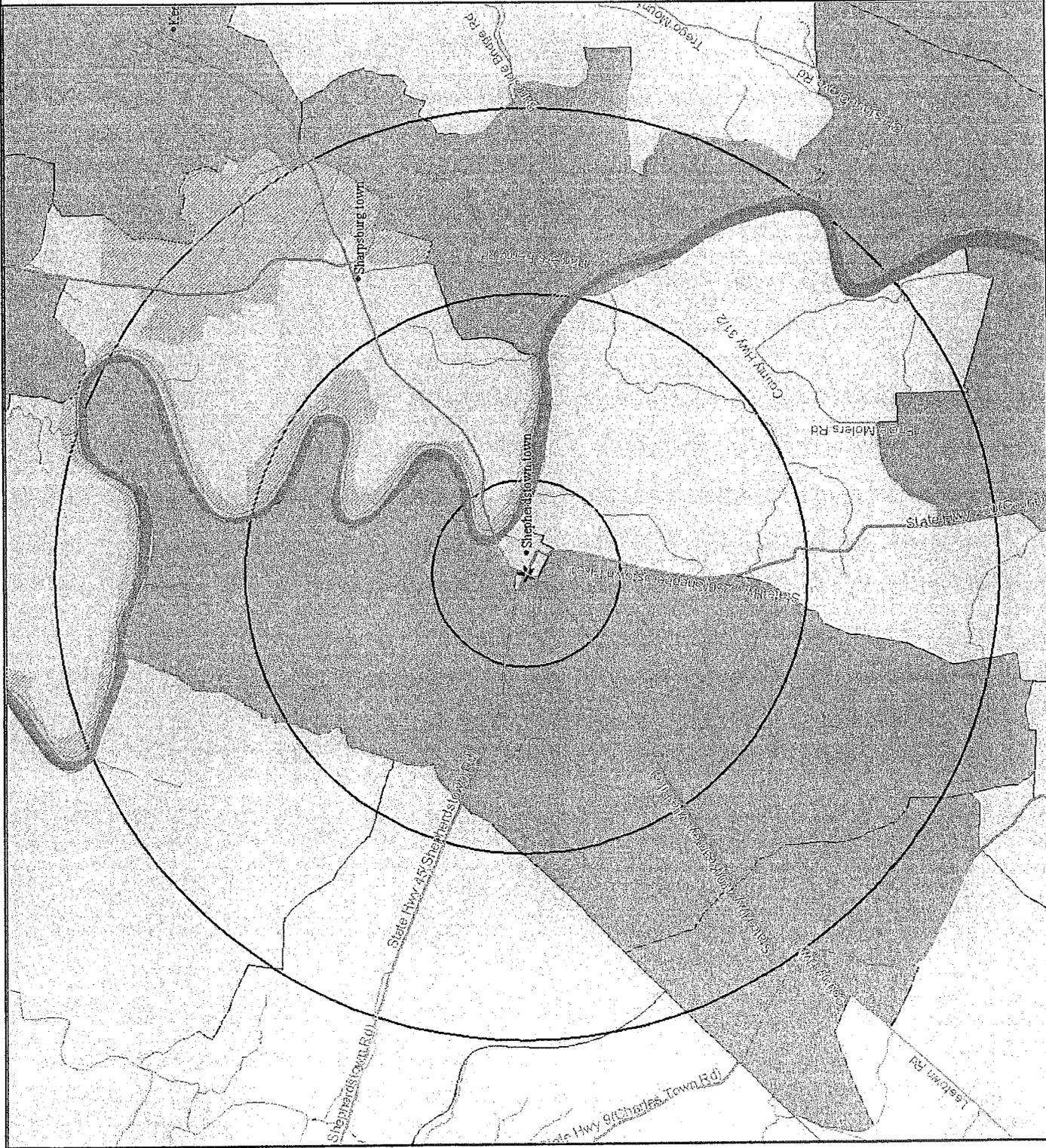
Local Roads

Parks

Airports

Bodies of Water

Rivers



07/28/06

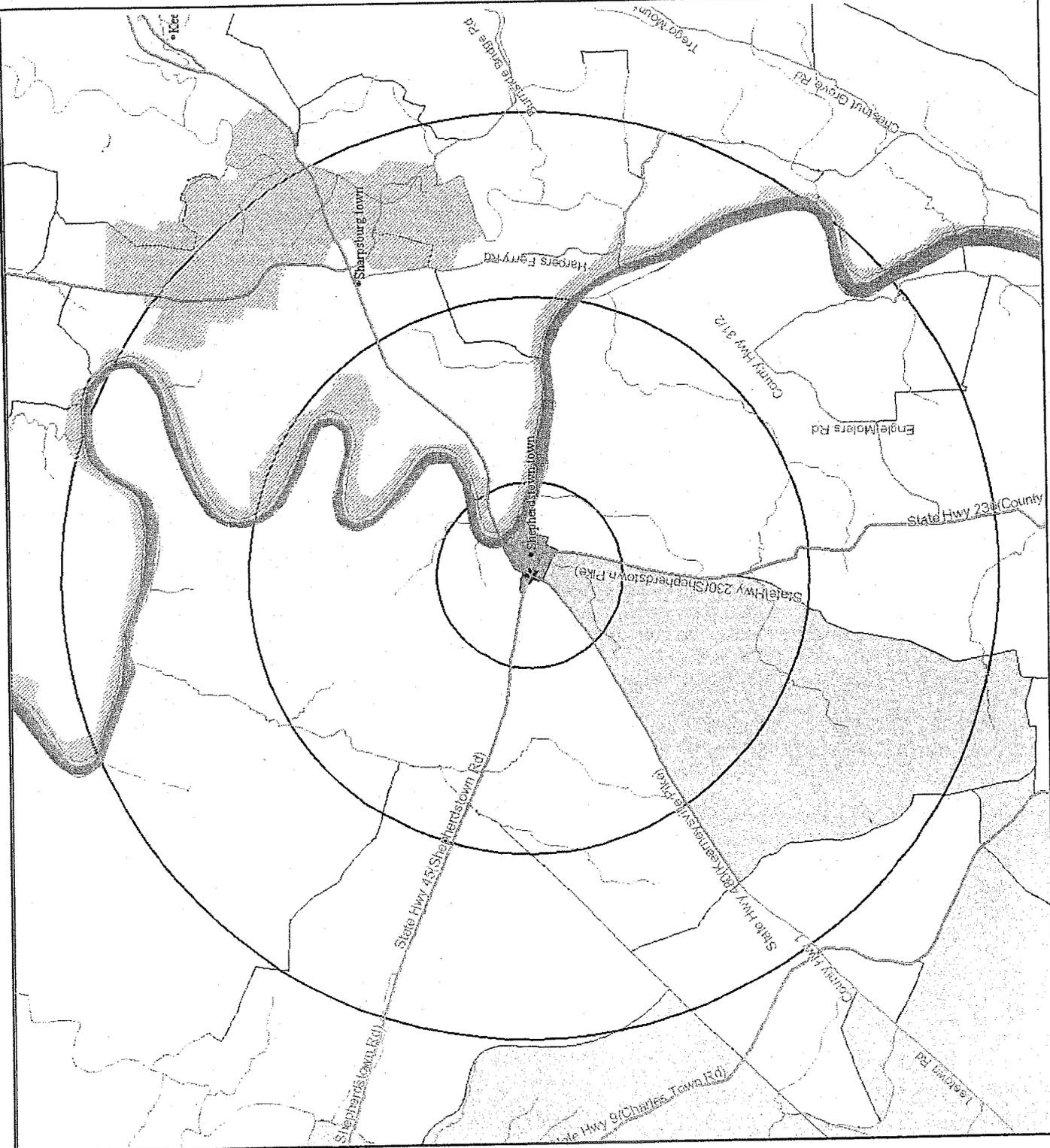
**Map - CY Employee Density  
Shepherdstown at German  
and Duke**

**Map Legend**  
(map is displaying Block Groups)

	Above 11375		Subject Site
	850 to 11375		1, 3, 5 mile radii
	64 to 850		Primary Highways
	4.75 to 64		Secondary Highways
	Below 4.75		Major Roads
	No Data		Local Roads
			Parks
			Airports
			Bodies of Water
			Rivers



07/28/06





Map - CY Median Household Income

Shepherdstown at German and Duke

Map Legend

(map is displaying Block Groups)

- Above 93000
- 56000 to 93000
- 34000 to 56000
- 20500 to 34000
- Below 20500
- No Data

★ Subject Site

□ 1, 3, 5 mile radii

— Primary Highways

— Secondary Highways

— Major Roads

— Local Roads

▨ Parks

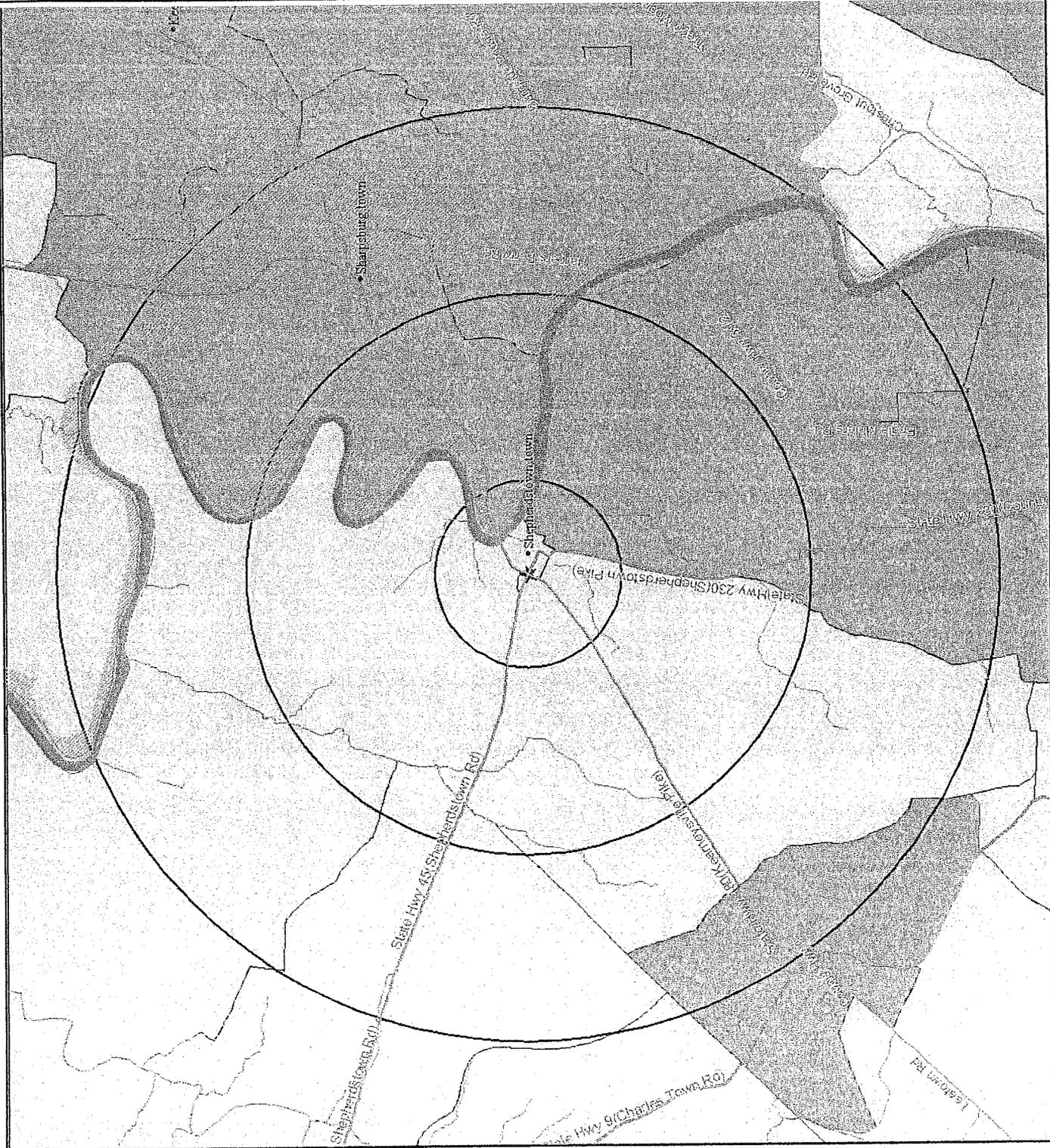
▨ Airports

■ Bodies of Water

— Rivers



07/28/06





**Map - CY Owner Occupied Units**

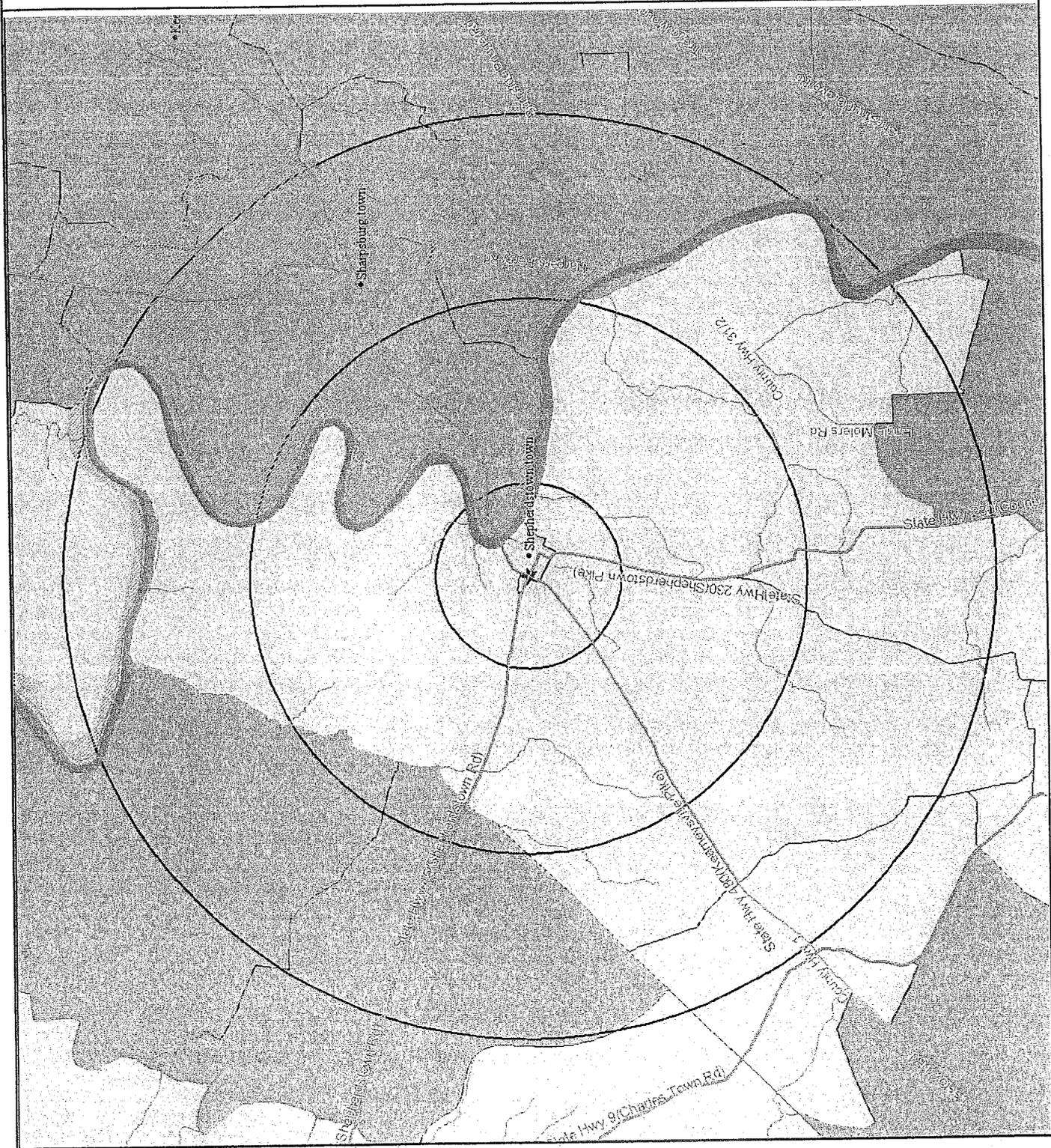
**Shepherdstown at German and Duke**

**Map Legend**  
(map is displaying Block Groups)

	Above 135		Subject Site
	73 to 135		1, 3, 5 mile radii
	39.5 to 73		Primary Highways
	21.25 to 39.5		Secondary Highways
	Below 21.25		Major Roads
	No Data		Local Roads
			Parks
			Airports
			Bodies of Water
			Rivers



07/28/06







**Map - PY Average Household Income**

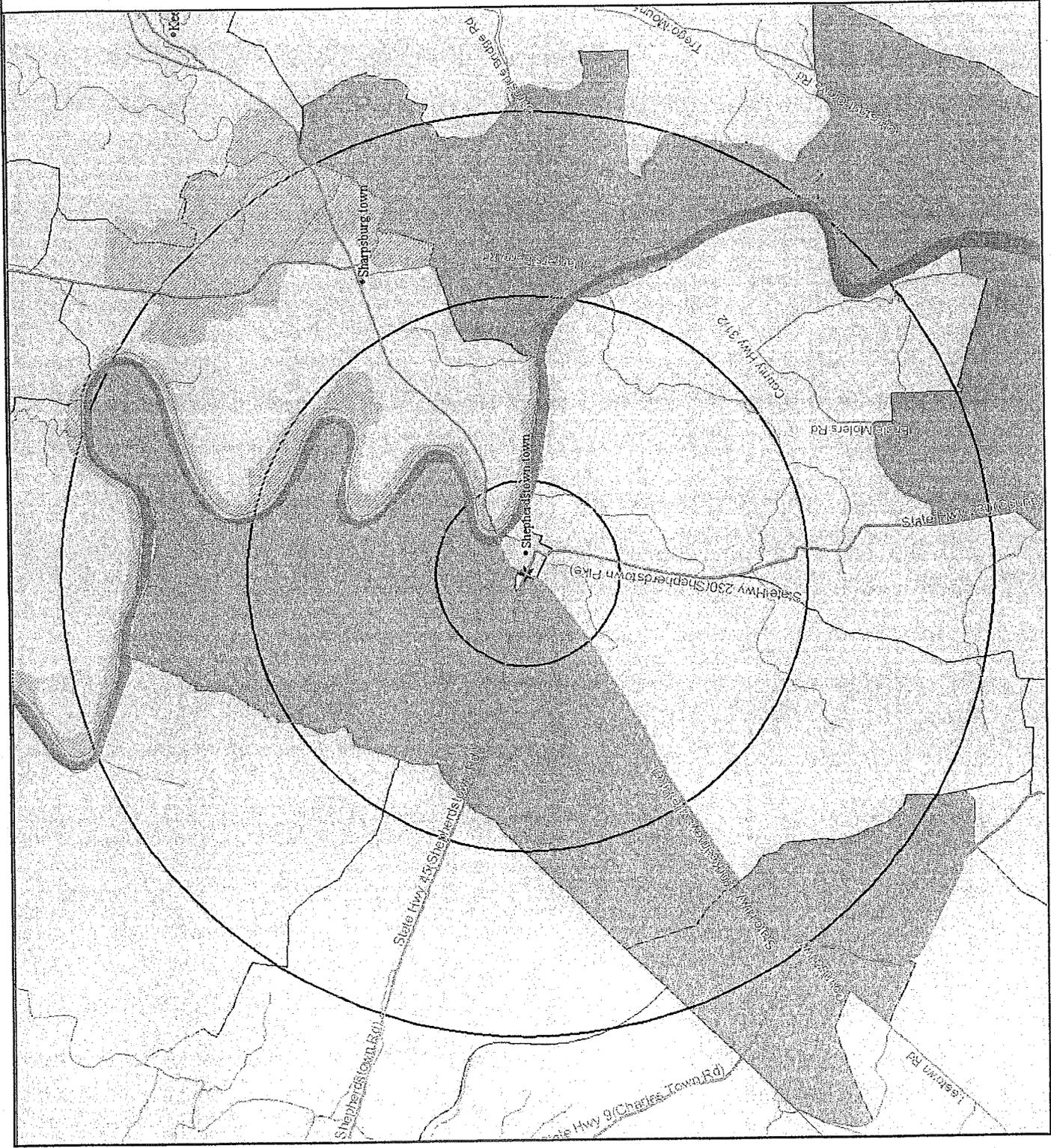
**Shepherdstown at German and Duke**

**Map Legend**  
(map is displaying Block Groups)

	Above 130000		Subject Site
	78000 to 130000		1, 3, 5 mile radii
	47000 to 78000		Primary Highways
	28000 to 47000		Secondary Highways
	Below 28000		Major Roads
	No Data		Local Roads
			Parks
			Airports
			Bodies of Water
			Rivers



07/28/06





# Map - PY Median Household Income

## Shepherdstown at German and Duke

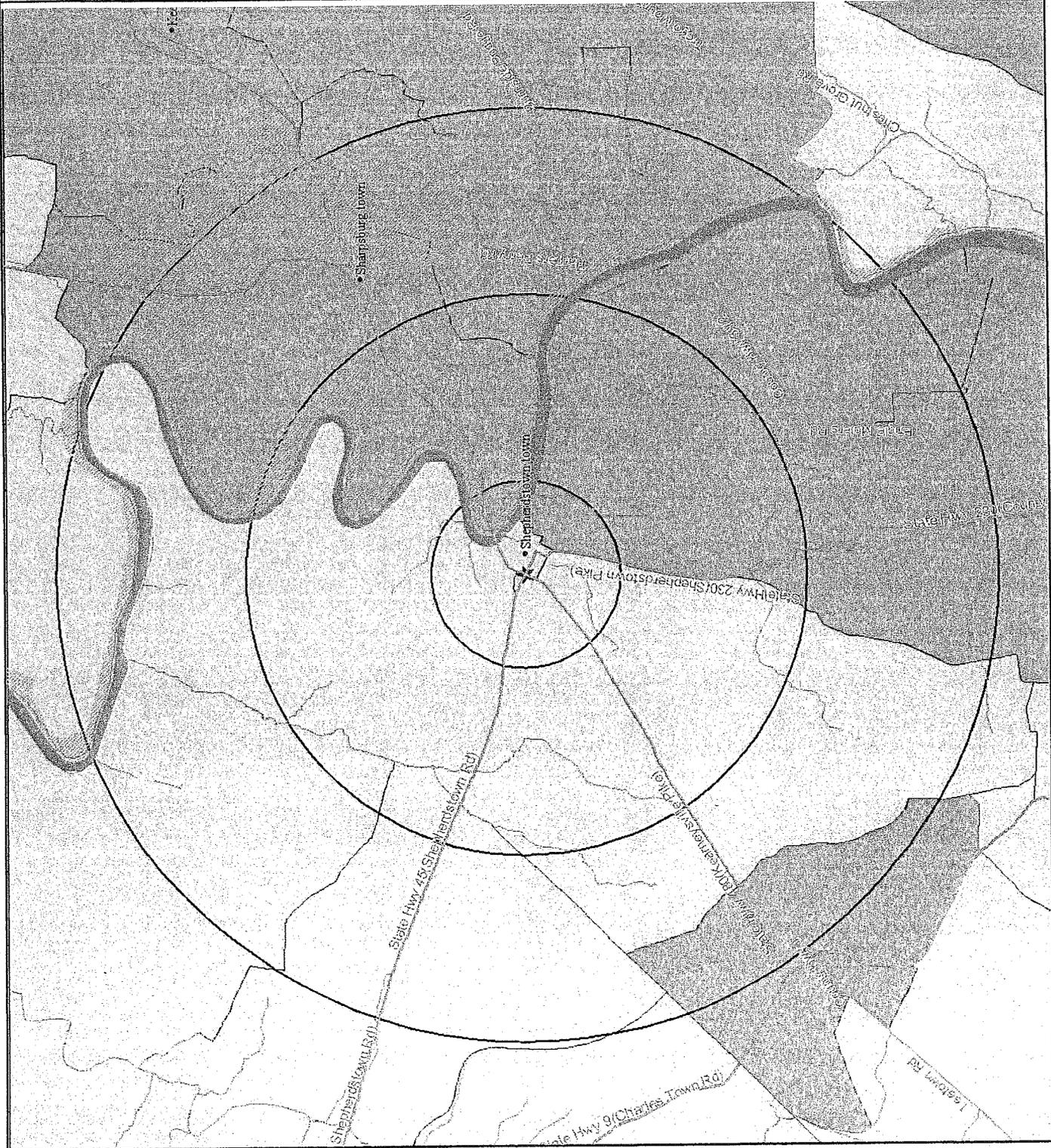
### Map Legend

(map is displaying Block Groups)

	Above 106250		Subject Site
	63000 to 106250		1, 3, 5 mile radii
	37000 to 63000		Primary Highways
	21750 to 37000		Secondary Highways
	Below 21750		Major Roads
	No Data		Local Roads
			Parks
			Airports
			Bodies of Water
			Rivers



07/28/06





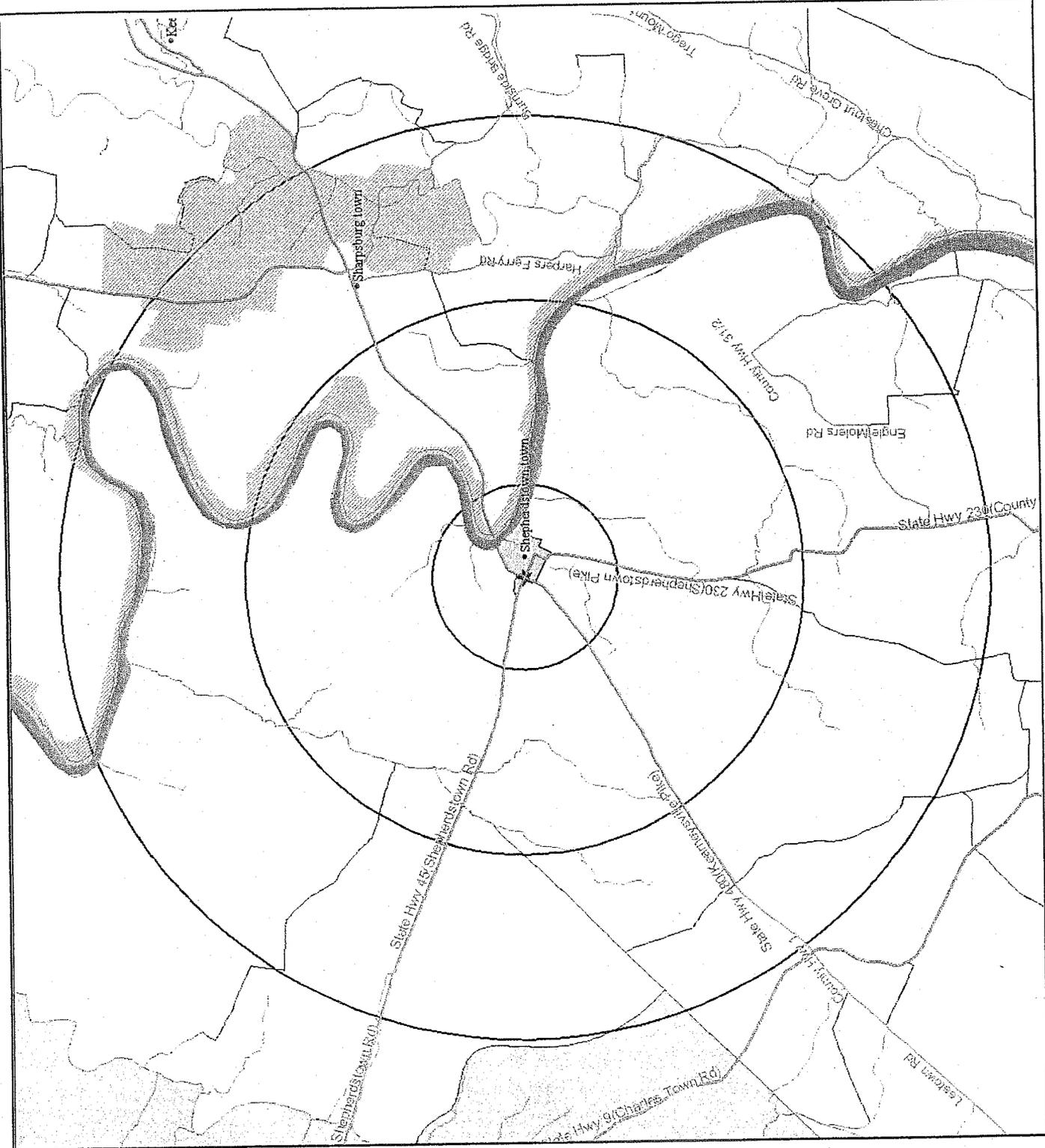
**Map - PY Population Density  
Shepherdstown at German  
and Duke**

**Map Legend**  
(map is displaying Block Groups)

	Above 37000		Subject Site
	4150 to 37000		1, 3, 5 mile radii
	465 to 4150		Primary Highways
	52 to 465		Secondary Highways
	Below 52		Major Roads
	No Data		Local Roads
			Parks
			Airports
			Bodies of Water
			Rivers

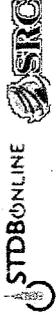


07/28/06



Current year data is for the year 2005, 5 year projected data is for the year 2010.  
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Traffic Count data © 2005 by GDT.  
Properties data © 2005 by Property & Portfolio Research (PPR) Inc. and Dodge Pipeline All rights reserved.

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## Addendum Data Methodology

The demographic data used in STDB Online are developed by Experian/Applied Geographic Solutions (AGS) using a variety of source data sets, including, but not limited to information from Experian's INSOURCE™ household level data file, the Census Bureau's American Community Survey (ACS) results, current year estimates from the Census Bureau, Postal Service delivery counts, and economic forecasts from private sources. In addition:

- \* A unique bottom-up approach using household data is complemented by a rigorous, standard demographic cohort-component technique at the county level and above. AGS control totals are based on Census Bureau estimates advanced methodically to the current year and projected out five years. AGS takes the position that 10-year projections (other than total population and households) introduce unacceptable levels of uncertainty.
- \* Migration effects, the most difficult to quantify for small area estimates, are taken into account through the Census Bureau's extensive analysis of IRS tax return data (maintaining strict confidentiality of individual records). From this, detailed county-to-county migration trends are established. AGS also takes into account undocumented immigration.
- \* AGS methods make use of the current census MARS (modified age, race, sex) tabulation that corrects the current census for errors in age reporting (for example, grouping around age 21 and 65) and reallocates Hispanics from the "other race" category to more specific race groups. Any current analysis of opportunities in emerging ethnic markets should take this into account.
- \* Also included are Medicare eligible population counts at the ZIP code level, including population by sex and 5-year age cohorts, provided by the Health Care Financing Administration of Social Security. These counts provide a very accurate local count of the population aged 65 and higher.
- \* With a foundation of the Experian household level databases and over fifteen years of experience in demographic forecasting, AGS offers the highest quality demographic estimates in the marketplace today.
- \* AGS made extensive efforts to incorporate the Census Bureau's American Community Survey (ACS) results in the 2005 estimates. The ACS is an annual survey which over the course of several years will result in a national rolling estimates database which is eventually intended to replace the decennial SF3 sample database. The ACS results at the county scale are an excellent means of tracking demographic attributes over the course of the decade. ACS results were used at the state level and for two hundred and forty-one counties accounting for just over 60% of the nation's population.

The information contained herein is from sources believed reliable, but neither the CCIM Institute nor its members, including the author of this report, have confirmed this information. Any warranty or representation of accuracy is expressly disclaimed. The Recipient of this report is cautioned that it is the Recipient's responsibility to confirm the accuracy and completeness of the information provided, including such independent investigation of this information as may appear necessary to determine its suitability for Recipient's needs.

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**June Parker Estill**  
**Broker, Commercial, Industrial & Land Development**  
**Professional Qualifications**

**Licensed Real Estate Broker – 1979 to date – West Virginia and North Carolina  
1994 to date – Real Estate Brokerage, specialized marketing services and  
consultation. Areas of proficiency include the presentation of  
luxury residential properties,  
historic residential properties,  
commercial properties – both sale and leasing,  
industrial properties – both sale and leasing,  
investment properties of all types,  
and land.**

**June Estill is the 'Broker of Record' of The Hawthorne Group. The firm is a member of the Eastern Panhandle Board of Realtors, West Virginia Association of Realtors, National Association of Realtors and the Metropolitan Regional Information System (MRIS). During my career in the Real Estate industry I have practiced Real Estate Sales, Appraisal and Property Management.**

**Member of Real Estate Cyberspace Society – The Society is the acknowledged leader in marketing technology of the real estate industry for the Internet. The Society provides members with state-of-the-art information on marketing processes and keeps them abreast of information sources many venues. They are privy to limited access databases, reviews on industry changes and predictions involving the Internet for various purposes.**

**Member of Real Estate Information Sharing and Analysis Center (ISAC)**

**Member Forum for Commercial Real Estate of the National Association of Industrial and Office Properties – Northern Virginia Chapter – An association with 10,000+ members that represent the interests of developers and owners of industrial, office and related commercial real estate throughout North America. NAIOP provides communication, networking and business opportunities, continuing education and effective public policy, to create, protect and enhance property values.**

**Member of National Trust for Historic Preservation - Accreditation - Historic Real Estate, Charleston, South Carolina – April 25, 1995**

**Candidate Member of NAR Commercial Investment Real Estate Institute – CCIM – Course CI 101, Financial Analysis for Commercial Investment Real Estate – June 6, 1997; Course CI 201, Market Analysis for Commercial Investment Real Estate – October 16, 1997; Course CI301, Lease Analysis for Commercial Investment Real Estate – August 18, 1999.**

June Estill has an associate's degree in Interior Design and extensive training in visual arts including computer graphics and advertising layout. Other formal training include West Virginia State College, Institute, West Virginia – Business Administration, Accounting and Visual Arts. Cape Fear Technical Institute, Wilmington, North Carolina – Real Estate Principles and Visual Arts. Art Institute of Chicago – Art Advertising and Computer Graphics.

1988-1994 - Residing in San Miguel de Allende, Mexico, returning to the U.S. on consultation assignments and international marketing of real estate in Mexico.

1986-1988 - Associate Broker, Appraiser and Secretary/Treasurer of The Hawthorne Company, Inc., Charleston, West Virginia. Statewide brokerage, appraisal and consultation services.

1980 - 1986 - General Manager, Morris Square, Inc., and Putnam Developments, Inc., Charleston, West Virginia. Duties included general administration, real estate marketing and management of holding in excess of \$50 million.

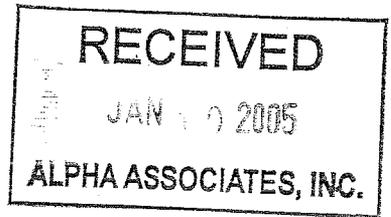
1978 - 1980 - Associate Broker, North State Realty, Wilmington, North Carolina. Residential sales in the upper-medium price range.

1964 - 1978 - Various positions including residential and commercial construction.

June is a native West Virginian. She and her husband, Calvert, have traveled extensively. They reside in the City of Martinsburg. They are Member of the Martinsburg/Berkeley County Chamber of Commerce. June is an active participant of the Eastern Panhandle Entrepreneurs Forum. Both she and her husband contribute time and resources to cultural and educational activities in the local community.

# **APPENDIX**

## **F**



**DIVISION OF NATURAL RESOURCES**  
Wildlife Resources Section  
Operations Center  
P.O. Box 67  
Elkins, West Virginia 26241-3235  
Telephone (304) 637-0245  
Fax (304) 637-0250

**Bob Wise**  
Governor

**Ed Hamrick**  
Director

January 6, 2005

Mr. Richard W. Klein  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, WV 25401

Dear Mr. Klein:

We have reviewed our files for information on rare, threatened and endangered (RTE) species and wetlands for the area of the proposed Kensington subdivision in Shepherdstown, WV.

We have no known records of any RTE species or wetlands within the project area. The Wildlife Resources Section knows of no surveys that have been conducted in the area for rare species or rare species habitat. Consequently, this response is based on information currently available and should not be considered a comprehensive survey of the area under review.

Enclosed please find an invoice.

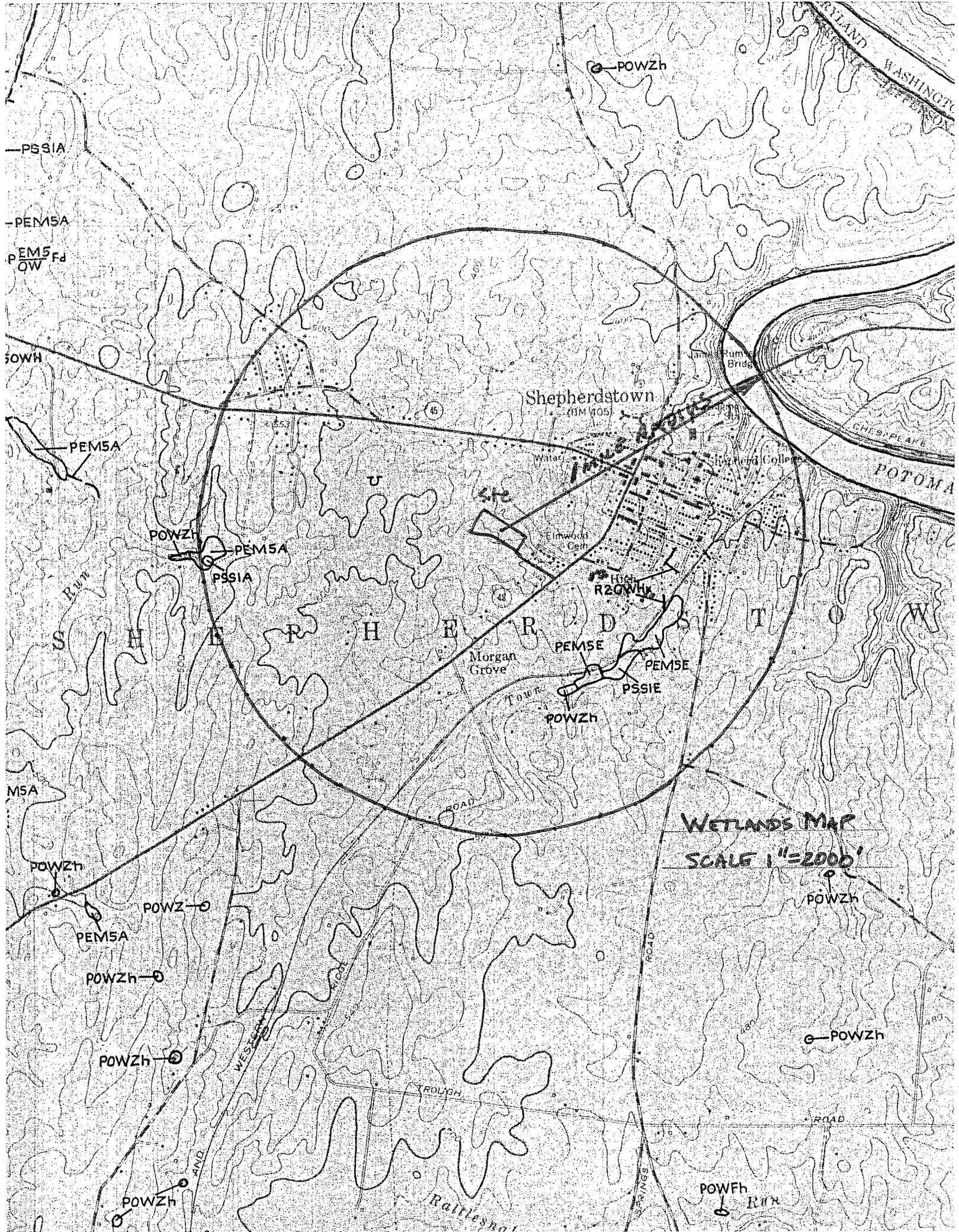
Thank you for your inquiry, and should you have any questions please feel free to contact me at the above number, extension 2048.

Sincerely,

Barbara Sargent  
Environmental Resources Specialist  
Wildlife Diversity Program

enclosure

g:\BDSInv\Alpha.doc



PSSIA

PEM5A

PEM5 Fd  
OW

50WH

PEM5A

POWZH

PEM5A

PSSIA

MSA

POWZh

POWZ

PEM5A

POWZh

POWZh

POWZh

POWZh

Shepherdstown  
(BM 405)

Watari

Elmwood Cent.

Morgan Grove

POWZh

PEMSE

PEMSE

PSSIE

WETLANDS MAP

SCALE 1"=2000'

POWZh

POWZh

POWFh

RXX

ROAD

TROUGH

Rattlesnake

ROAD

WESTON

Run

Town

Jama Rum Bridge

Shepherd College

CHESAPEAKE

POTOMAC

ISLAND WASHINGTON  
JEFFERSON

# **APPENDIX**

## **G**

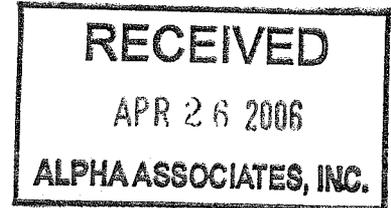


STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

Joe Manchin III  
Governor

Martha Yeager Walker  
Secretary

April 24, 2006



Richard W. Klein, P.E.  
Alpha Associates, Incorporated  
535 West King Street  
Martinsburg, WV 25401

RE: Kensington Townhome Subdivision  
Jefferson County, West Virginia

Dear Mr. Klein:

There are no active public water supply wells within 1,000 feet of the proposed development.  
If you have any questions, please call me at 304-725-9453.

Sincerely,

Alan F. Marchun  
Kearneysville District Health Office

AFM:yw

# Jefferson County Health Department

ROSEMARIE CANNARELLA, M.D., M.P.H.  
HEALTH OFFICER



1948 WILTSHIRE ROAD, SUITE 1  
KEARNEYSVILLE, WV 25430  
ENVIRONMENTAL: (304) 728-8415  
FAX: (304) 728-3314  
MEDICAL: (304) 728-8416  
FAX: (304) 728-3319

April 11, 2006

Richard Klein, PE  
Alpha Associates, Incorporated  
535 West King Street  
Martinsburg, WV 25401

Dear Mr. Klein:

The Jefferson County Health Department has received your request for information regarding contaminated wells within 1000 feet of the proposed Kensington Townhome Subdivision. It is located off of Lowe Drive in Shepherdstown, WV.

A review of our records indicates that the area in question is currently being served by public water. This department is unaware of any private wells that would be under our jurisdiction. You should contact Alan Marchum at the West Virginia Bureau for Public Health in Kearneysville at 725-9453 for information regarding public wells.

If you have any questions, please contact the Jefferson County Health Department at 728-8415.

Sincerely,

A handwritten signature in cursive script that reads "Rosemarie Cannarella MD, MPH".

Rosemarie Cannarella, MD, MPH  
Health Officer

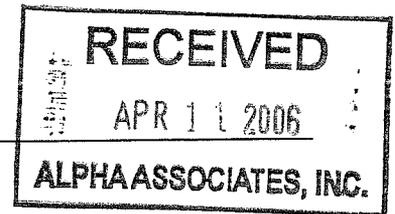
Cc: Paul Raco, Jefferson County Planning, Zoning & Engineering  
Richard Wheeler, District Sanitarian, WVBPH  
Lisa Dunn, Registered Sanitarian

# **APPENDIX**

## **H**



Natural Resources Conservation Service  
209 East Third Avenue  
Ranson, WV 25438



April 10, 2006

Mr. Richard W. Klein, PE  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, WV 25401

Subject: Kensington Townhome Subdivision

Dear Mr. Klein,

Enclosed you will find two aerial photos of the proposed Kensington Townhome Subdivision with our sinkhole data layer. As per our data there are no "known sinkholes" within the proposed area. Our data layer was developed in the early 1990's and with sinkholes forming all the time across Jefferson County, our data layer is now incomplete. We recommend a field visit to confirm the existence/absence of sinkholes and their exact location.

I hope this information will be of value. Should you need further assistance, please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert Schnably". The signature is written in a cursive style with a large, sweeping initial "R".

Robert Schnably  
District Conservationist

Enclosures

# Known Sinkholes

Customer(s): Alpha Associates, Inc.  
Kensington Townhome Subdivision



District: EASTERN PANHANDLE CONSERVATION DISTRICT

Field Office: RANSON SERVICE CENTER

Agency: NRCS



## Legend

 County Boundary

 Sink Holes

## Note:

Sinkhole locations are approximate.  
Not all sinkholes have been identified  
or located on this map.



Image: Natural Color Orthophoto



# **APPENDIX**

## **I**



# 2006-2007 Second Month Enrollment Report

## FTE

12/18/2006 9:22:59AM

### JEFFERSON COUNTY SCHOOLS

	PK	K	01	02	03	04	05	06	07	08	09	10	11	12	Total
201 BLUE RIDGE ELEMENTARY	0.00	69.00	89.00	87.00	77.00	62.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	477.00
202 NORTH JEFFERSON	8.00	49.00	76.00	56.00	44.00	41.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	333.00
203 PAGE JACKSON ELEMENTARY	13.00	139.00	157.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	429.00
204 RANSON ELEMENTARY	9.00	64.00	82.00	65.00	58.00	53.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.00
205 SHEPHERDSTOWN	0.00	67.00	63.00	53.00	52.00	62.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	348.00
206 C. W. SHIPLEY ELEMENTARY	0.00	70.00	95.00	66.00	67.00	67.00	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	446.00
207 SOUTH JEFFERSON	0.00	83.00	101.00	77.00	80.00	68.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
208 WRIGHT DENNY	0.00	0.00	0.00	0.00	126.00	106.00	134.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	366.00
209 T A LOWERY ELEMENTARY	121.00	102.00	88.00	91.00	81.00	75.00	74.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632.00
401 CHARLES TOWN MIDDLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	302.00	296.00	298.00	0.00	0.00	0.00	0.00	896.00
402 HARPERS FERRY MIDDLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170.00	157.00	144.00	0.00	0.00	0.00	0.00	471.00
403 SHEPHERDSTOWN MIDDLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.00	122.00	153.00	0.00	0.00	0.00	0.00	409.00
501 JEFFERSON HIGH SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	630.14	649.00	574.43	486.00	2,339.57
Total	151.00	643.00	751.00	615.00	585.00	534.00	633.00	606.00	575.00	595.00	630.14	649.00	574.43	486.00	8,027.57



**School Building Authority of West Virginia**

Clacy E. Williams, Executive Director

---

2300 Kanawha Boulevard, East • Charleston, West Virginia 25311-2306 • Office Number (304) 558-2541 • FAX Number (304) 558-2539

---

**MEMORANDUM**

TO: Mr. John Norman

FROM: Bill Ratcliffe, Assistant Director of Architectural Services *BR /ko*

SUBJECT: School Site Size Information

DATE: May 7, 2003

Attached is the school site size information that you requested. Please be advised that this information is in Policy 6200. If Jefferson County requires additional copies of Policy 6200, please contact the West Virginia Department of Education, (304) 558-2711, at your convenience.

BR:ks  
Attachment

**RECEIVED**

**MAY 13 2003**

JEFFERSON COUNTY  
ENGINEERING

# Size of Schools & Enrollment in Jefferson County

Prepared May 12, 2003

MAY 13 2003

	SBA: "Desirable Program Capacity"	10/2003 Enrollment Projection	Approved Lots	Projected Pupils	Enrollment at Buildout
<b>Jefferson High School (10-12):</b>	1,232	1,650	134%		
9th Grade Building	595	600	101%		
Alternative Learning Center	27	0	0%		
<b>Middle/Junior High Schools:</b>					
Charles Town	808	870	108%		
Harpers Ferry	340	500	147%		
Shepherdstown	425	475	112%		
<b>Elementary Schools:</b>					
Blue Ridge	412	464	113%		
C W Shipley	333	398	119%		
North Jefferson	309	290	94%		
Page Jackson	479	367	77%		
Ranson	323	400	124%		
Shepherdstown	391	420	107%	352	525
South Jefferson	354	376	106%	105	134%
T A Lowery	393	380	97%		
Wright Denny	361	399	110%		
<b>High School Total</b>	1,854	2,250	121%		
<b>Middle/Junior High School Total</b>	1,573	1,845	117%		
<b>Elementary School Total</b>	3,356	3,494	104%		
<b>JCPS total</b>	6,782	7,589	112%		

Note: the approved lots for Shepherdstown Elementary include 202 single family lots in Maddex Farm shown in the Planning Commission's report to the Board of Education, "Quarterly Development Status Report, 4<sup>th</sup> Quarter 2002." It also includes an estimated 150 single family in Colonial Hills, since the full breakout of types of units is not shown in the report

The following information is excerpted from the Comprehensive Educational Facilities Plan, 2000-2010, provided by the Jefferson County Board of Education. It is presented to demonstrate that the planning and construction of additional school capacity has been, and continues to be, done by the Jefferson County School Board to provide facilities to accommodate growth in Jefferson County.

## RECOMMENDED DEVELOPMENT

Public education plays a significant role in making a community attractive for growth and development. Public schools must offer a quality education if the community is to be competitive economically in terms of an educated work force. Additionally, the public has a massive investment in the education of children and in school facilities that should not be allowed to diminish in quality or effectiveness.

This *Comprehensive Educational Facilities Plan* provides a framework for initiating solutions to the issues facing Jefferson County Schools. These include increasing enrollments, selective capacity deficits, and an existing high school larger than that desired by the community, as well as changing instructional programs and planned grade level reorganization. This section of the report identifies the capital improvement priorities defined by CEFPP planning committee, the Millennium Committee, that are needed to avoid future problems resulting from inappropriate, undersized and functionally inadequate school facilities.

## PLANNING OBJECTIVES

A development plan for new construction and capital renovation has been defined that responds comprehensively to identified facility deficiencies and educational goals and objectives. Planning objectives that inform this *Comprehensive Educational Facilities Plan* and offer valuable evaluative criteria are reviewed below.

- Address and incorporate the educational and instructional needs of the students through the proposed school improvements.
- Avoid facility limitations and constraints that dictate educational policy.
- Within the limits of reasonable fiscal planning and debt affordability, replace/recycle/close any school which is outmoded and/or too costly to renovate, and correct the existing problems and physical deficiencies in other schools where such action is warranted and cost effective.
- Maximize the capacity of existing school facilities and improve space utilization in all schools.
- Provide adequate facilities for and, where possible, consolidate support services and administrative operations.
- Accommodate the increases in school enrollments that are expected to occur as a result of community growth and development.
- Provide sufficient public information about facilities needs and planned development so that proposed capital improvements are understood and widely supported by the community at large.

## MAJOR IMPROVEMENT PLAN

The task of deciding the best course of action for achieving long-range capital improvements is classified as "tactical decision-making". This type of decision requires that the underlying conditions of the problem(s) are understood and that the solution requirements are clearly delineated. Facility deficiencies, capacity problems and potential alternative solutions are defined in the preceding chapters of this report. A combination of previously identified capital improvement actions most likely will provide the best solution to the facility needs of Jefferson County Schools. Recommended capital improvement actions are summarized below by grade level.

High School Grade Level: The existing Jefferson High School is operating near or beyond available capacity; the situation of insufficient instructional capacity will deteriorate further as enrollment continues to increase as projected. Already exceeding total enrollment desired by the community, the size of the existing school building is insufficient to accommodate all high school grades (9-12). Construction of the 9th Grade Center is an interim solution to the capacity shortfall that does not provide the benefits of permanent instructional program integration at the high school level. Aggregate enrollment at the high school level is now almost 2,100 students and is projected to exceed 2,400 students by 2010 at the end of the planning period. The Millennium Committee recommends that Jefferson County Schools operate two high schools in the near future.

### **Proposed Development Actions:**

- \* Construct (not later than 2004 - a year after completion of the 9th Grade Center) a New High School for 1200 students, with expansion potential to 1500 students;
- \* Withdraw from James Rumsey Technical School consortium and establish a vocational education academy at Jefferson High School with appropriately equipped facilities;
- \* Equip both high schools with comparable high technology facilities;
- \* Implement an integrated high school curriculum (grades 9-12) at both facilities; and
- \* Fund and implement required facility improvements required by building code(s) and/or infrastructure/systems deficiencies to ensure the health and safety of students and continued usefulness of the existing building.

Middle/Junior High School Grade Level: The Millennium Committee recommends: 1) implementation of the proposed middle school instructional program for grades 6-8 and special funding for instructional enhancements at each existing middle/junior high school; 2) comparable educational facilities be available at each middle school; 3) with construction of a second high school, the 9th Grade Center be utilized to serve this educational level permanently; 4) a committee comprised of affected constituents study whether to operate three or four middle schools in the future.

**Proposed Development Actions:**

- \* Implement middle school program (grades 6-8) as soon as feasible, i.e. upon completion of the 9th Grade Center;
- \* Provide \$500,000 at each existing building utilized at this educational level to deliver comparable educational facilities and to implement the middle school instructional program;
- \* Utilize planned 9th Grade Center as 4th middle school after completion of the proposed new high school;
- \* Establish a committee comprised of affected constituents to study advantages and disadvantages of operating 3 or 4 middle schools on a permanent basis; and
- \* Realign attendance boundaries to improve utilization of available instructional capacity;
- \* Fund and implement required facility improvements required by building code(s) and/or infrastructure/systems deficiencies to ensure the health and safety of students and continued usefulness of existing buildings.

Elementary School Grade Level: The Millennium Committee recommends: 1) implementation of the proposed Pre-Kindergarten to Grade 5 grade level organization linked to the future middle school program and special funding for instructional enhancements at each existing elementary school; 2) realignment of attendance boundaries to improve utilization of available instructional capacity; 3) a cafeteria/multipurpose room addition at Ranson Elementary; 4) a committee comprised of affected constituents study whether to operate three or four middle schools in the future.

**Proposed Development Actions:**

- \* Implement the proposed Pre-Kindergarten to Grade 5 grade level organization at the time of the middle school program implementation;
- \* Provide a pool of funding totaling \$1,800,000 for renovation, reconfiguration and equity of educational opportunity to ensure comparable educational facilities in each elementary school;
- \* Realign attendance boundaries to improve utilization of available instructional capacity;
- \* Provide funding for a cafeteria/multipurpose room addition at Ranson Elementary;
- \* Establish a committee comprised of affected constituents to study whether Page Jackson Elementary and Wright Denny Intermediate Schools should operate as three grade buildings or comply with the Pre-Kindergarten to Grade 5 paradigm at the other elementary schools;
- \* Fund and implement required facility improvements required by building code(s) and/or infrastructure/systems deficiencies to ensure the health and safety of students and continued usefulness of existing buildings.

Operational Support Facilities: Recognizing the need to provide adequate operational support for instructional programs and facilities, the Millennium Committee recommends: 1) expansion of the Jefferson County Schools Bus Garage; 2) construction

of a new School Maintenance Facility; and 3) renovation of the Jefferson County Board of Education office building.

**Proposed Development Actions:**

- \* Expand the Jefferson County Schools Bus Garage;
- \* Construct a new School Maintenance Facility;
- \* Renovate the Jefferson County Board of Education office building and implement required facility improvements required by building code(s) and/or infrastructure/systems deficiencies to ensure the health and safety of occupants and continued usefulness.

The costs associated with the recommended development plan are identified on the summary sheet on the next page.

**JEFFERSON COUNTY SCHOOLS MAJOR IMPROVEMENT PLAN**

---

<b>HIGH SCHOOL:</b>		
NEW HIGH SCHOOL (9-12)		\$26,796,698
- Basic Comprehensive Program	\$26,019,633	
- Technical Education Program	\$777,065	
JEFFERSON IMPROVEMENTS		\$11,970,903
- General Improvements	\$7,997,729	
- Technical Education Program	\$777,065	
- Vocational Industrial Program	\$3,196,109	
	TOTAL =	\$38,767,601
<b>MIDDLE / JR HIGH:</b>		
CHARLES TOWN		\$2,096,218
HARPER'S FERRY		\$1,416,232
SHEPHERDSTOWN		\$1,520,044
9TH GRADE CENTER (Future Middle School)		\$8,345,000
	TOTAL =	\$13,377,494
<b>ELEMENTARY:</b>		
BLUE RIDGE		\$884,767
C. W. SHIPLEY		\$874,043
NORTH JEFFERSON		\$716,020
RANSON		\$1,263,100
SHEPHERDSTOWN		\$1,370,897
SOUTH JEFFERSON		\$988,079
T. A. LOWERY		\$526,164
PAGE JACKSON		\$2,184,738
WRIGHT DENNY		\$805,756
	TOTAL =	\$9,613,564
<b>SUPPORT FACILITIES</b>		
SCHOOL BUS GARAGE EXPANSION		\$699,552
BOARD OF EDUCATION OFFICE		\$1,302,560
NEW MAINTENANCE/STORAGE FACILITY		\$1,079,568
	TOTAL =	\$3,081,680
	SUB TOTAL =	\$64,840,339
	LESS SBA GRANT	\$10,600,000
	GRAND TOTAL =	<u>\$54,240,339</u>

# JEFFERSON COUNTY SCHOOLS COMPREHENSIVE EDUCATIONAL FACILITIES PLAN (2000-2010)

## FACILITIES DEVELOPMENT OVERVIEW

<b>Jefferson High</b>
\$11,970,903 Grades: 9-12 Capacity: 1,560

<b>New High School</b>
\$26,796,698 Grades: 9-12 Capacity: 1,200-1,500

<b>Harpers Ferry Middle</b>
\$1,416,232 Grades: 6, 7, 8 Capacity: 424

<b>Charles Town Middle</b>
\$2,096,218 Grades: 6, 7, 8 Capacity: 910

<b>Shepherdstown Middle</b>
\$1,520,044 Grades: 6, 7, 8 Capacity: 480

<b>New Middle School</b>
\$8,345,000 Grades: 6, 7, 8 Capacity: 600

<b>Blue Ridge Elementary</b>
\$884,767 Grades: K-5 Capacity: 504

<b>C.W. Shipley Elementary</b>
\$874,043 Grades: K-5 Capacity: 504

<b>Ranson Elementary</b>
\$1,263,100 Grades: K-5 Capacity: 460

<b>Page Jackson Elementary</b>
\$2,184,738 Grades: K-2 Capacity: 552

<b>Wright Denny Elementary</b>
\$805,756 Grades: 3-5 Capacity: 462

<b>S. Jefferson Elementary</b>
\$988,079 Grades: K-5 Capacity: 484

<b>N. Jefferson Elementary</b>
\$716,020 Grades: K-5 Capacity: 459

<b>Shepherdstown Elementary</b>
\$1,370,987 Grades: K-5 Capacity: 472

<b>T. A. Lowery Elementary</b>
\$526,164 Grades: K-5 Capacity: 567

<b>Maintenance</b>
\$1,079,568

<b>Board of Education Office</b>
\$1,032,560

<b>Transportation</b>
\$699,552

## SUMMARY

It is the consensus of the Millennium Committee that Jefferson County Schools will realize greater tangible and intangible benefit from this set of proposed capital improvement actions than from other possible development actions. By adopting this Recommended Development Plan, Jefferson County Schools will be able to:

- respond most appropriately and cost effectively to the educational needs of students and to future community growth;
- accommodate enrollment increases projected to occur during the next decade;
- improve the learning environment and building systems at all schools;
- renew existing schools to serve planned instructional programs; and
- extend the useful life of existing school buildings.
  
- improve the learning environment and building systems at all schools.

Through these recommended development actions, the Jefferson County Schools will be able to expand and continue an inventory of adequate and appropriate school buildings that will be suitable for continued use far into the 21st Century.

## TRANSLATING EDUCATIONAL NEEDS INTO FACILITY NEEDS

Jefferson County Schools

Comprehensive Educational Facilities Plan, 2000-2010

SCHOOL	PLANNED USE/DEVELOPMENT	1998-1999 Enrollment	2010 Projected Enrollment
<b>ELEMENTARY</b>			
Blue Ridge	Use for K-5 with necessary improvements; Redistrict as needed	404	386
C.W. Shipley	Use for K-5 with necessary improvements; Redistrict as needed	371	364
North Jefferson	Use for K-5 with necessary improvements; Redistrict as needed	365	355
Page Jackson	Use for K-2 with necessary improvements; Redistrict as needed	583	476
Ranson	Use for K-5 with necessary improvements; Redistrict as needed	421	391
Shepherdstown	Use for K-5 with necessary improvements; Redistrict as needed	384	357
South Jefferson	Use for K-5 with necessary improvements; Redistrict as needed	388	372
T.A. Lowry	Use for K-5 with necessary improvements; Redistrict as needed	513	496
Wright Denny Intermediate	Use for 3-5 with necessary improvements; Redistrict as needed	407	486
<b>JR. HIGH/MIDDLE</b>			
Charlestown Jr. High	Current status with necessary improvements; use for 6-8 upon completion of 9th Grade Center	771	552
Harpers Ferry Jr. High	Current status with necessary improvements; use for 6-8 upon completion of 9th Grade Center	444	400
Shepherdstown Jr. High	Current status with necessary improvements; use for 6-8 upon completion of 9th Grade Center	394	400
<b>HIGH</b>			
New 9th Grade Center	Construct & operate as 9th Grade Center; upon completion of New High School use for 6-8	n/a	500
Jefferson High School	Use for 9-12 with necessary improvements; Redistrict as needed & provide for vocational technical education upon completion of New High School	1,528	1,211
New High School	Construct & operate as second high school to accommodate enrollment growth	n/a	1,211
<b>MISCELLANEOUS</b>			
School Bus Garage	Expand & upgrade	n/a	n/a
School Maintenance Facility	Construct	n/a	n/a
Board of Education Office	Renovate & make code improvements	n/a	n/a

# APPENDIX

## J

# VEHICLE AND PEDESTRIAN VOLUME SUMMARY

STREET	WV 480			Morgan Grove			WV 480			Ail. WV 45			Total			PEDS		
	From North			From South			From East			From West			N-S	E-W	ALL			
	L	T	R	L	T	R	L	T	R	L	T	R					TOT	
6 AM - 7 AM																		
7 AM - 8 AM	2	180	12	66	253	5	5	6	12	23	191	53	12	126	191	0	0	0
8 AM - 9 AM	2	181	13	86	289	5	9	12	13	34	380	44	14	87	145	518	214	732
9 AM - 10 AM	7	148	14	60	296	1	5	20	8	33	357	42	9	72	123	576	179	755
10 AM - 11 AM											0					526	156	682
11 AM - Noon	8	145	40	69	238	6	3	13	15	31	313	21	24	85	130	0	0	0
Noon - 1 PM	12	260	33	88	231	3	4	21	23	48	322	75	25	95	195	506	161	667
1 PM - 2 PM											0					627	243	870
2 PM - 3 PM	10	278	42	105	195	8	10	13	6	29	308	51	22	126	199	0	0	0
3 PM - 4 PM	15	446	66	125	343	5	8	44	10	62	473	50	28	124	202	638	228	866
4 PM - 5 PM	31	365	63	210	357	6	13	35	19	67	573	62	29	139	230	1000	264	1264
5 PM - 6 PM	22	282	49	189	321	20	12	36	8	56	530	75	31	134	240	1032	297	1329
6 PM - 7 PM											0					883	296	1179
Peak Hour	31	365	63	210	357	6	13	35	19	67	573	62	29	139	230	1032	297	1329

WV 480  
NORTH

CITY	Shepherdstown	INTERSECTION	WV 480 @ Ail. WV 45
COUNTY	Jefferson	DATE	4/8/04
DISTRICT	5	WEATHER	Clear and Mild

85% SPEED > 40 MPH	
POPULATION < 10,000	

WEST  
Ail. WV 45

EAST  
Morgan Grove

SOUTH  
WV 480

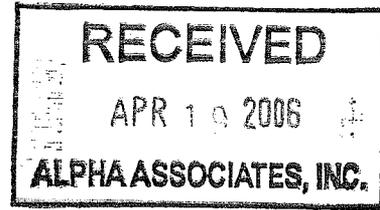
# **APPENDIX**

## **K**



WVUH·EAST

CityHospital JEFFERSON  
Memorial Hospital



April 13, 2006

Richard W. Klein, PE  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, West Virginia 25401

RE: Kensington Townhome Subdivision

Dear Mr. Klein:

This is in response to your letter to me dated April 4, 2006, concerning the request for hospital services for the proposed Kensington Townhome Subdivision.

As President & CEO of West Virginia University Hospitals-East, both Jefferson Memorial Hospital and City Hospital would be glad to provide hospital services for the proposed Development.

Sincerely,

Roger M. Eitelman  
President & CEO

RME:lsr

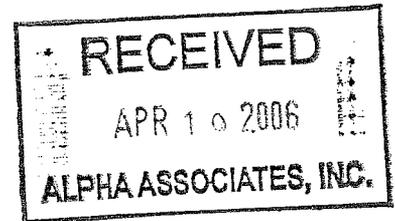


## SHEPHERDSTOWN FIRE DEPARTMENT, INC.

8052 Martinsburg Pike • PO Box F • Shepherdstown, WV 25443

(304) 876-2311 • [ShepherdstownFireDepartment.com](http://ShepherdstownFireDepartment.com)

*"Over 200 Years of Service by Trained Volunteers"*



Office of the Fire Chief

April 8, 2006

Richard W. Klien, PE  
ALPHA ASSOCIATES, INC.  
535 West King Street  
Martinsburg, WV 25401

RE: Kensington Townhome Subdivision  
Jefferson County, West Virginia

Dear Mr. Klein:

The Shepherdstown Fire Department is an all volunteer organization. As such we have problems both with the lack of available personnel and funding for emergency operations. We will provide your development with same service that we provide to all the citizens of our fire district pending the availability of personnel and resources.

Sincerely,

Ross L. Morgan, Fire Chief



Independent Fire Co. No. 1, Inc.

Staffing  
P.O. Box 25  
Charles Town, WV 25414

Phone: 304-728-2514

Alpha Assoc. Inc.

535 West King Street  
Martinsburg, WV 25401

Phone: 304-728-6221

Fax to 264 0707

January 5, 2007

Alpha Associates Incorporated.  
535 West King Street  
Martinsburg, WC 25401

Reference: Planning Commission Requests

Attached is a letter that states the Jefferson County Fire Chiefs position on the requests for letters from the Mutual Aid Fire Companies.

Edwin D. Smith  
Fire Chief

**Independent Fire Co. No. 1, Inc.****Organized 1884****Mailing:**

P.O. Box 925  
Charles Town, WV 25414

Phone: 304-725-2514

**Location:**

200 W. 2nd Ave.  
Ranson, WV 25438

Fax: 304-728-6006

January 3, 2007

Paul Raco  
Director  
Jefferson County Planning Commission  
PO Box 338  
Charles Town, WV 25414

Mr. Raco,

The Jefferson County Fire Chiefs have met January 2, 2007 and discussed issues relating to growth and the requests from developers for impact statements. We have several issues that we wish to discuss.

The first item is the new request or requirement for a letter of impact from secondary response Fire Companies. Several requests have been received recently asking for the second letter. It is the position of the Fire Chiefs that we will not respond to the letters as secondary Companies. We do not want to imply a standard of service that may be different than the responsible Fire Company has already stated. The Jefferson County Fire Companies have a "Mutual Aid Agreement" where we will support each other with equipment and firefighters as available.

The other issues involve County Planning ordinances and how we can implement changes. We would like to have a Planning representative attend our next meeting which will be on March 6, 2007 at Independent Fire Company starting at 7 PM. We are compiling a list of questions and suggestions that will be forwarded to you a few days before the meeting.

We believe that a meeting will be very beneficial to all the involved organizations.

You can contact me at 279-2938 if additional information is needed or to confirm attendance.

Thank you,

  
Edwin D. Smith  
Independent Fire Company  
Fire Chief



# SHERIFF and TREASURER of Jefferson County

Everett "Ed" Boober  
P.O. Box 9  
Charles Town, WV 25414

April 6, 2006

*Richard W. Klein, PE  
ALPHA Associates, Inc.  
535 West King Street  
Martinsburg, W.V. 25401*

*Dear Mr. Klein:*

*This is in response to your request that this department furnish you with an account with respect to our ability to respond to calls for service regarding matters of law enforcement and preservation of the peace at the proposed "Kensington Townhome Subdivision" located on Lowe Drive in Shepherdstown and across from the Clarion Hotel, in Jefferson County, West Virginia.*

*The Sheriff's Department is charged with the affirmative duty of investigating criminal activity, preserving the peace, and enforcing the law. This duty extends to all corners of the county and to any community, subdivision or a business property without regard to size or location.*

*However, as our community continues to grow, it becomes progressively more difficult to assure timely response due to the significant increase in the numbers of calls for service with the staffing that is currently being provided to the Sheriff's Department. On occasion, calls for service must be handled on a priority basis where the most-serious, urgent type of events must receive priority in response and other, less serious calls for service, are responded to as quickly as manpower becomes available.*

*The foregoing should not be construed as an expression from this office that we are unable or unwilling to respond to calls for service in a timely manner. Given the resources and level of manpower with which we are obligated to work, our level of service is, and will continue to be responsive, timely, and efficient in carrying out our duties and responsibilities in the areas of law enforcement, criminal investigation and preservation of the peace in the Jefferson County community.*

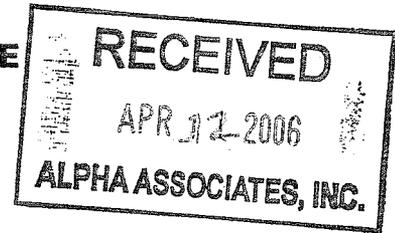
*Sincerely,*

*Everett "Ed" Boober  
Sheriff and Treasurer*



**WEST VIRGINIA STATE POLICE**

Kearneysville, West Virginia  
April 6, 2006



Richard W. Klein, PE  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, West Virginia 25401

RE: Providing police services for the Kensington Townhouse Subdivision

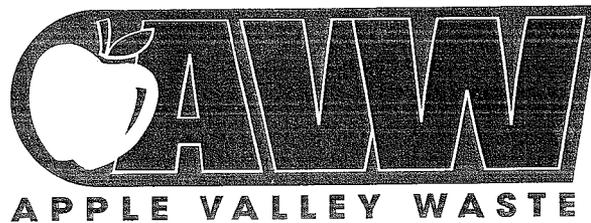
Dear Sir:

This officer has reviewed your request for comment about police services for your proposed subdivision. This agency, as a law enforcement agency, doesn't have the luxury of declining police services. The West Virginia State Police will respond to any call for service within our area of responsibility; however, with the ever growing population of Jefferson County and the decrease in our manpower, we are forced to prioritize non-emergency calls for service.

Respectfully submitted,

A handwritten signature in black ink that reads "Sgt. E. D. Anderson".

Sergeant E. D. Anderson  
West Virginia State Police  
Charles Town Detachment



December 15, 2006

RE: Kensington Townhome Subdivision, Jefferson County, West Virginia

Richard W. Klein  
Alpha Associates Inc.  
535 West King St.  
Martinsburg, WV 25401

Dear Mr. Klein:

Apple Valley Waste Service, Inc. maintains a motor carrier certificate from the WV Public Service Commission to haul residential waste in Berkeley and Jefferson Counties. We are ready and able to provide residential refuse collection for the Kensington Townhome Subdivision in Jefferson County West Virginia, and any other developments in Berkeley and Jefferson Counties located outside the corporate limits of the following municipalities – the Town of Bolivar, the City of Charles Town, the Town of Harpers Ferry, the City of Ranson, and the Town of Shepherdstown. The refuse will be disposed at LCS Landfill, Moutnainview Landfill, Old Dominion Transfer Station, Jefferson County Transfer Station (when completed) or any other permitted site capable of receiving municipal solid waste from the State of WV.

Please contact Waste Management of West Virginia to get a statement regarding the same for commercial services.

Sincerely,

James P. Phillips  
General Manager  
Apple Valley Waste Service, Inc.

# **APPENDIX**

## **L**



## CORPORATION OF SHEPHERDSTOWN

104 NORTH KING STREET  
P.O. BOX 248  
SHEPHERDSTOWN, WEST VIRGINIA 25443-0248  
TEL: (304)876-2312  
FAX: (304) 876-1473

June 1, 2006

Jefferson County Planning Commission  
PO Box 338  
Charles Town, WV 25414

Re: Kensington Townhouse Subdivision  
Application No. 102-06

Dear Sirs:

This is to inform you that the Shepherdstown Wastewater Plant and collection system has sufficient capacity to serve the above mentioned project.

This project will require a Mainline Extension, and a pump station governed by the W.V. Public Service Rules and Regulations, the W.V. Department of Health, Shepherdstown Rules and Regulations, and Shepherdstown Pump Station Specifications.

This capacity letter is in effect for a period of one (1) year and does not represent any reservation for hookups. Should you have any questions please contact me at 876-3322.

Respectfully,

*Frank Welch*

Frank Welch  
Public Works Director

Enclosure: Report from View Engineering



## CORPORATION OF SHEPHERDSTOWN

104 NORTH KING STREET  
P.O. BOX 248  
SHEPHERDSTOWN, WEST VIRGINIA 25443-0248  
TEL: (304)876-2312  
FAX: (304) 876-1473

June 1, 2006

Jefferson County Planning Commission  
PO Box 338  
Charles Town, WV 25414

Re: Kensington Townhouse Subdivision  
Application No. 102-06

Dear Sirs:

This is to inform you that the Shepherdstown Water Plant and distribution system has sufficient capacity to serve the above mentioned project.

This project will require a Mainline Extension, governed by the W.V. Public Service Rules and Regulations, the W.V. Department of Health and Shepherdstown Rules and Regulations.

This capacity letter is in effect for a period of one (1) year and does not represent any reservation for hookups. Should you have any questions please contact me at 876-3322.

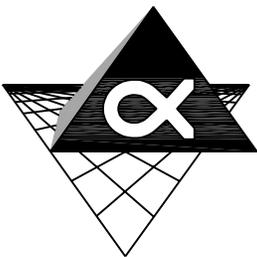
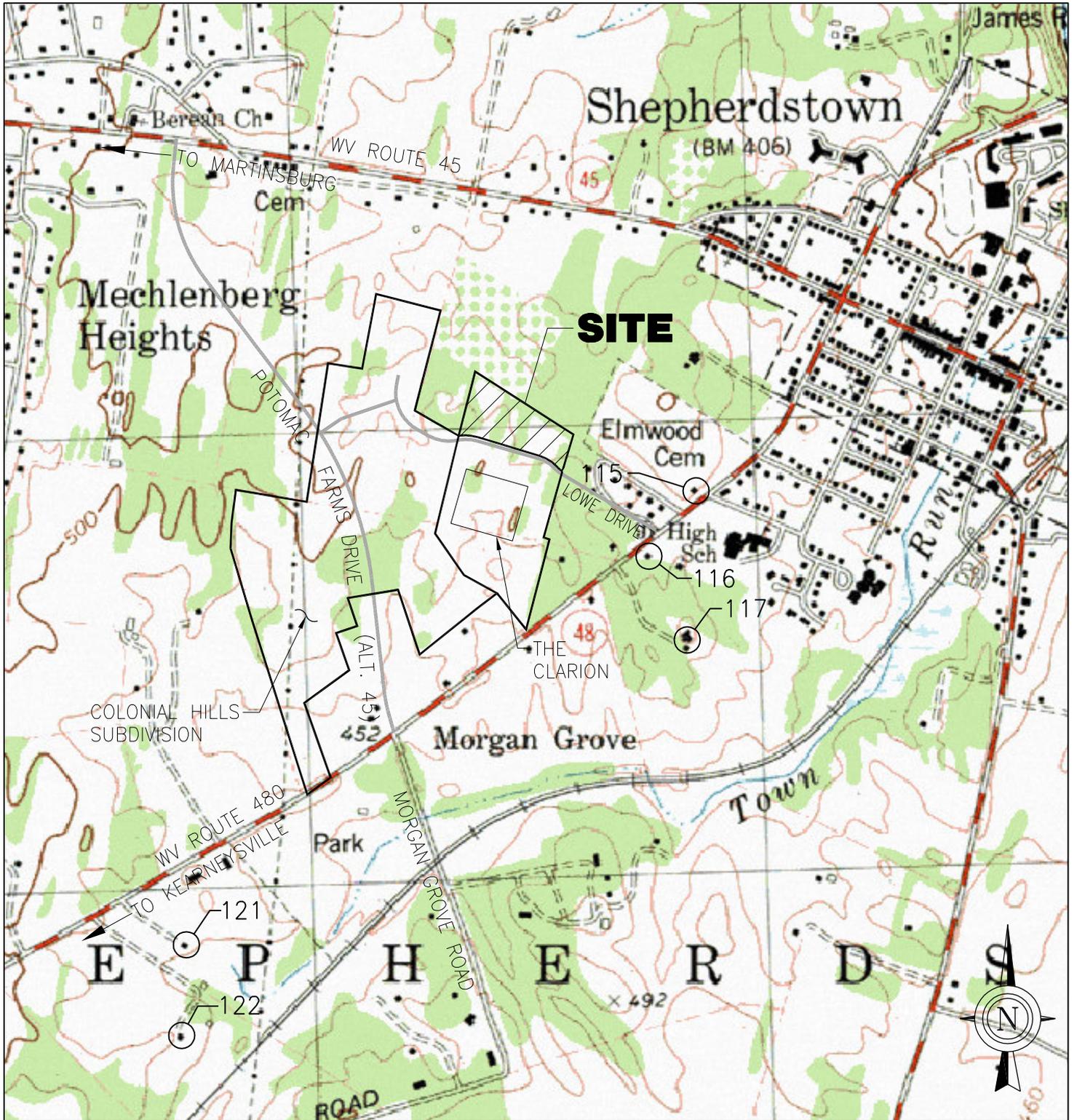
Respectfully,

*Frank Welch*

Frank Welch  
Public Works Director

# **APPENDIX**

**M**



**ALPHA**

ASSOCIATES, INCORPORATED  
ARCHITECTS • ENGINEERS • SURVEYORS

535 WEST KING ST.  
MARTINSBURG, WV. 25401

PHONE: 304-264-0051  
FAX: 304-264-0707  
TOLL FREE: 877-264-0051

KENSINGTON  
HISTORICAL PROPERTIES MAP

SOURCE: WEST VIRGINIA HISTORICAL DATABASE  
WEST VIRGINIA DIVISION OF CULTURE AND HISTORY

SCALE 1" = 1000'

◆Photographs: House

Present Owner: Elmwood Cemetery Association

Mailing Address: \*

Original Owner: \*

Assessor Map #: 8, parcel 21; Deed Book 1, p. 472

Approximate Lot Size: 11.5 acres

Property Currently Zoned: \*

Assessment: Land - 7,800; Improvements - 4,500; Total - 12,300

Physical Condition: Structure - Fair; Grounds - Fair; Neighborhood - Good

**Common Name: Elmwood Cemetery House**

Address: Kearneysville Road, Route 48

Area: Shepherdstown

Architect/Builder: \*

Date of Construction: \*; Source - \*

Architectural Style: Victorian cottage

Present Use: Home for cemetery superintendent

Original Use: home

Incidence in Area: none

Importance to Its Neighborhood: Moderate

Accessible to Public: no

Architectural Significance: \*

Significance of Interiors: \*

Significance of Landscaping: \*

Historic Significance: \*

Representation in Other Surveys: \*

#### PHYSICAL DESCRIPTION

Facade Material: wood

Foundation: concrete

Roof Form: pitched

Porch or Veranda: yes; Height: 1 story

Building Height in Stories: 1 1/2 story

Roof Dormers: \*

Chimneys: 1; Where: center roof

Facade Emphasis: horizontal

Window Sash: 1st: \*; 2nd: \*; 3rd: \*

Entrance: Trans

#### INTERIOR DETAILS

Mantels: \*

Overmantles: \*

Staircase: \*

Wainscotting: \*

Interior Doors of Period: \*

Door and window Frames: \*

Other Panelling: \*

Ceiling Cornices: \*

Chair Rails: \*

Base Molds: \*

Wallcoverings of Period: \*

Hardware: \*

Ceiling Medallions: \*

Original Floors: \*

Other Interior Details: \*

Significant Outbuildings: \*

Landscaping: \*

Other Notes: Cemetery entrance

◆Photographs

Present Owner: William B. Habruner

Mailing Address: Shepherdstown, WV

Original Owner: Halper [?]

Assessor Map #: \*

Approximate Lot Size: \*

Property Currently Zoned: \*

Assessment: Land - \*; Improvements - \*; Total - \*

Physical Condition: Structure - \* Good/Fair/Poor; Grounds - Good/Fair/Poor; Neighborhood -

Good/Fair/Poor

Common Name: \*

Address: \*

Area: \*

Architect/Builder: \*

Date of Construction: \*; Source - \*

Architectural Style: \*

Present Use: \*

Original Use: \*

Incidence in Area: \*

Importance to Its Neighborhood: \*

Accessible to Public: \*

Architectural Significance: \*

Significance of Interiors: \*

Significance of Landscaping: \*

Historic Significance: \*

Representation in Other Surveys: \*

PHYSICAL DESCRIPTION

Facade Material: white weather board

Foundation: \*

Roof Form: \*

Porch or Veranda: \*; Height: \*

Building Height in Stories: \*

Roof Dormers: \*

Chimneys: \*; Where: \*

Facade Emphasis: \*

Window Sash: 1st: \*; 2nd: \*; 3rd: \*

Entrance: Fan \*; Lintel \*; Trans \*; Sidelights \*; Undecorated \*

INTERIOR DETAILS

Mantels: \*

Overmantles: \*

Staircase: \*

Wainscotting: \*

Interior Doors of Period: \*

Door and window Frames: \*

Other Panelling: \*

Ceiling Cornices: \*

Chair Rails: \*

Base Molds: \*

Wallcoverings of Period: \*

Hardware: \*

Ceiling Medallions: \*

Original Floors: \*

Other Interior Details: \*

Significant Outbuildings: \*

Landscaping: \*  
Other Notes: \*

◆Photographs: House, front  
 Present Owner: Jane W. Snyder  
 Mailing Address: Kearneysville Road, Shepherdstown  
 Original Owner: Morgan family  
 Assessor Map #: 8, parcel 32; deed book 322, p. 544  
 Approximate Lot Size: 17.96  
 Property Currently Zoned: \*  
 Assessment: Land - 4,100; Improvements - 21,800; Total - 25,900  
 Physical Condition: Structure - Good; Grounds - Fair; Neighborhood - Good

**Common Name: Rosebrake**

Address: Shepherdstown  
 Area: Shepherdstown  
 Architect/Builder: \*  
 Date of Construction: 1830?; Source - Helen Goldsborough  
 Architectural Style: Federal  
 Present Use: home  
 Original Use: home  
 Incidence in Area: occasionally  
 Importance to Its Neighborhood: Moderate  
 Accessible to Public: by appointment  
 Architectural Significance: State  
 Significance of Interiors: \*  
 Significance of Landscaping: \*  
 Historic Significance: \*  
 Representation in Other Surveys: \*

**PHYSICAL DESCRIPTION**

Facade Material: brick  
 Foundation: stone  
 Roof Form: hipped  
 Porch or Veranda: yes; Height: 2 story  
 Building Height in Stories: 2  
 Roof Dormers: no  
 Chimneys: 2; Where: North and South  
 Facade Emphasis: horizontal  
 Window Sash: 1st: 12; 2nd: 8  
 Entrance: French window; Trans; Sidelights

**INTERIOR DETAILS**

Mantels: 6  
 Overmantles: 1, dining room  
 Staircase: 2  
 Wainscotting: no  
 Interior Doors of Period: yes  
 Door and window Frames: yes  
 Other Panelling: not of period  
 Ceiling Cornices: yes  
 Chair Rails: yes  
 Base Molds: yes  
 Wallcoverings of Period: no  
 Hardware: yes, some original  
 Ceiling Medallions: no  
 Original Floors: yes  
 Other Interior Details: \*  
 Significant Outbuildings: cottage log, smokehouse log  
 Landscaping: old boxwood, some wild fine old trees, remnants of neglected garden, once great

Other Notes: Was owned by Bedinger family and descendants for over 100 years. Has had numerous stages of growth. Original wing in is the back facing east - 4 rooms built in 1803 by Daniel Morgan. Later the kitchen wing was added. Caroline Lawrence Bedinger, widow of Henry who served as minister to Denmark purchased what was then known as Poplar Grove in 1859. She added six rooms in the large red brick wing (front and west). Mr. and Mrs. William Snyder bought the property in 1970. In restoring and remodeling the kitchen wing was dismantled and a new one added - a porch on first and second stories was added facing east on original wing.

Danske Dandridge (Mrs. Adam Stephen) was daughter of Caroline and Henry Bedinger. Born in Denmark, Nov. 19, 1854, lived here and wrote her "Historic Shepherdstown," poems published in Harpers, the Century, and other magazines. She was the author of four books. Mrs. Dandridge died in 1914.