

A

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND RESERVATIONS PERTAINING  
TO LOTS SITUATE IN SECTIONS A AND B OF WESTBROOK  
SUBDIVISION NEAR CROSS LANES IN UNION DISTRICT,  
KANAWHA COUNTY, WEST VIRGINIA**

WHEREAS, RAYMOND C. ADKINS, INC., a corporation, doing business under the laws of the State of West Virginia, was the owner of a tract of land situate near Cross Lanes in Union District, Kanawha County, West Virginia, containing approximately 116.266 acres and said corporation has subdivided part of said property into what is known as Section A of Westbrook Subdivision, a map of the same being recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia; said property having been conveyed to Raymond C. Adkins, Inc., by deed bearing date June 30, 1973, and of record in the aforesaid County Clerk's office in Deed Book 1696 at page 692; and,

WHEREAS, by deed and agreement (Attached Hereto and Incorporated by Reference), made on the 1<sup>st</sup> day of April 1985, by and between Raymond C. Adkins, Inc., a corporation doing business under the laws of the State of West Virginia, party of the first part, and WESTBROOK HOMEOWNERS ASSOCIATION, INC., a corporation, party of the second part, and

WHEREAS, Raymond C. Adkins Inc., was the owner of land situated in Union District, Kanawha County, West Virginia, most of which was subdivided into lots and is known as Westbrook Subdivision, and

DEED 3179 23  
Recorded In Above Book and Page  
08/24/2023 01:05:22 PM  
Vera J. McCormick  
County Clerk  
Kanawha County, WV  
Deed Tax 0.00  
Recording Fee 45.00  
TOTAL 45.00

WHEREAS, said Raymond C. Adkins, Inc., constructed streets and also had utility lines, including sewer lines, laid out in said subdivision for the use of the owners of all lots in said Westbrook Subdivision; and

WHEREAS, said Raymond C. Adkins, Inc., conveyed all sewer lines and facilities in said Westbrook Subdivision together with any and all easements pertaining to said sewer system, to the Union Public Service District, and Raymond C. Adkins granted and conveyed to the Westbrook Homeowners Association, Inc., all of its interest in and to all the streets which are now being used by the owners of lots in Westbrook Subdivision that has been developed and completed. It is the intent of Raymond C. Adkins and Westbrook Homeowners Association, Inc., herein that the said Westbrook Homeowners Association, Inc., shall assume the responsibility of the maintenance and upkeep of said streets and to relieve Raymond C. Adkins from any further responsibility or liability pertaining thereto; and

WHEREAS, in consideration of the premises, Raymond C. Adkins granted unto the Westbrook Homeowners Association, Inc., all its right, title and interest in and to any and all streets, easements and rights of way that are now being used by the owners of residences and lots in Westbrook Subdivision, situated in Union District, Kanawha County, West Virginia. Raymond C. Adkins granted to the Westbrook Homeowners Association, Inc., all benefits and rights which it might have in and to the use, management, maintenance and upkeep of any streets, roads, or utility easements that are being generally used by the owners of the lots in the developed portion of Westbrook

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Subdivision, it being understood that the Westbrook Homeowners Association, Inc., is to be responsible and has accepted the responsibility of all the maintenance and upkeep of any of these streets, rights of way and easements that might be necessary for the general use of the owners of lots in the developed portion of Westbrook Subdivision with the exception of the sewer system which is to be maintained and kept up by the Union Public Service District and it is understood that any conveyance between Raymond C. Adkins and Westbrook Homeowners Association, Inc., is subject to the easements and rights of way which may have been granted to the Union Public Service District for the maintenance, repairs, and upkeep of the sewer system located within the developed portion of said Westbrook Subdivision.

IT IS FURTHER UNDERSTOOD and agreed that all restrictions, covenants and conditions that apply to all lots sold in Westbrook Subdivision shall continue to apply to lots that were owned on April 1, 1985, by Raymond C. Adkins and any sales after this date are, have been and will be subject to the same restrictions, with the understanding that any purchasers of any lots shall be subject to the by-laws, restrictions, and covenants of the Westbrook Homeowners Association. The Westbrook Homeowners Association has the right to grant to any future purchasers of any lots which it owns in the developed portion of said subdivision, the right to use the streets, rights of way and easements that might be necessary in the development or construction of any residences on these lots.

BY CONTRACT on April 1, 1985, Raymond C. Adkins did grant to the Westbrook Homeowners Association any and all reservations and rights to change, alter, revise and modify

the streets and roads in the developed portion of Westbrook Subdivision, subject however, to the provision contained in the deeds that no such change or alterations will be made that will interfere with the use of any property owner in the developed portion of said subdivision and further subject to the understanding that no such property owner will be permanently cut off or their rights of ingress and egress will be permanently obstructed in any way by such change or alteration.

It is further understood that by agreement on April 1, 1985, Westbrook Homeowners Association, Inc., became the owner of the fee of all the streets and roads in said developed portion of Westbrook Subdivision and shall be responsible for all maintenance, upkeep, and repairs from that date on and any taxes or assessments that might be charged thereon.

WHEREAS, said lots in this subdivision are hereby subject to a general plan of development which has been set forth as covenants, restrictions and reservations which shall be binding upon all lots in Section A of said subdivision, but shall not apply to any other development of the remaining portion of said tract of land; and these covenants, restrictions and reservations are set forth as follows:

1. Any lot sold in Section A of said subdivision shall be used for residential purposes only and only one single family residence together with a private garage shall be constructed thereon; no residence erected on said property shall exceed two (2) stories in height and the same shall be constructed on said lot with its main front wall no closer than fifteen (15) feet to the street on which the same faces, and no closer than five (5) feet to any side line thereof. No residence erected on said property shall be less than one thousand eight hundred (1,800) square feet of livable space for single floor rancher style homes and two thousand two hundred (2,200) square feet minimum for two (2) floor homes. Any garage erected thereon shall not be more than one and one-

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half (1 1/2) stories in height and shall not be for more than three (3) cars and unless attached to the house, shall be erected to the rear of said residence.

Relocated Residences. No residences, including modular, manufactured, mobile or prefabricated homes, may be moved from a location outside the Section A of said subdivision and placed or located within a Parcel within the Section A of said subdivision.

No factory-built homes (W.Va. Code § 37-15-2) whether classified as a mobile home, modular home, house trailer, manufactured home or otherwise, and no prefabricated homes shall be permitted on any Parcel in the Section A of said subdivision; regardless of which building codes are applicable to said homes.

2. Any fence or wall that might be erected or constructed on any lot shall not be nearer than the front line or the main body of the dwelling erected upon said lot. All fences must be maintained at all times and should not be leaning or have pieces missing. The homeowner must get approval from the WBHOA prior to installation of a new fence. Further, any satellite dish or similar apparatus, utilized for any purpose by the homeowner, shall not be contained within the front of house. When placing such equipment upon the property, considerations must be given to the access and maintenance of any and all easements appurtenant to the subject property.

3. No residence erected upon said lot shall cost less than the prevailing median home price within the Westbrook Subdivision. Such median home price shall be established before construction begins and must be approved by the Board. The Homeowner will be required to present to the board an appraisal performed by a West Virginia licensed appraiser. All costs of such appraisal will be borne by the prospective homeowner.

4. No signs or advertising shall be erected or displayed to the public upon said property, except signs advertising said property for sale or rent or signs used by the contractor to

advertise the property during the construction of any residence thereon and any such signs that might be placed on said property shall not exceed four (4) square feet.

5. Said property shall not be used in any way so that such use might become an annoyance or nuisance to the owner of any other lot, or to the neighborhood in which said lot is situated and no business or trade of any kind shall be conducted on said property. However, home offices which do not create public traffic and/or a need for public parking upon the Westbrook Subdivision streets, will be allowed so long as such business does not create annoyance, inconvenience, or nuisance to its surrounding neighbors.

6. No chickens, fowl, hogs, goats, sheep, cows, or other domestic animals shall be kept on said lot and they shall be regarded as a nuisance, however, this does not exclude the keeping of domestic pets such as dogs, cats, or rabbits, as long as they are kept as pets, and they are not kept for sale. Further, pets that are not restricted within the confines of one's property must be maintained on a leash.

7. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, or other building shall at any time be used as a temporary or permanent residence. It is further understood that any residence erected shall not be occupied until the entire exterior thereof has been fully completed and finished. No lot shall be used for the storage of commercial materials nor for storage of anything other than is necessary for the construction of any improvements thereon, however, this does exclude the parking of trailers or vehicles on any such lot.

8. In the event unpolished concrete, cinder blocks or other type of blocks or tile is used above the first floor for outside walls, the same shall be covered or stuccoed and not left unfinished.

9. All lots shall be kept mowed and kept free from all weeds, trash, growth and underbrush at all times and in the event that the owner of said lot or lots does not keep the same

clear, then the party of the first part or its assigns shall have the right to have said lot cleared and mowed and charge the cost thereof, which will be assessed at the current market prevailing rate, to the owner of the same.

10. The owners of all lots shall provide off street parking for at least two vehicles and no camping trailers, recreational vehicles, trailers, boats, mobile homes or other equipment or machinery shall not be parked on the streets of said sub-division and must be garage kept or parked to the rear of any improvements erected on said lot.

11. No storm water shall be permitted to enter the sanitary sewer serving this property and all sewer taps shall be made by a reputable sewer man and inspected by the Union Public Service District and all sewer lines leading from any residence constructed on said property shall be connected to the sanitary sewer system. Said Raymond C. Adkins, Inc., and any successors in interest, does hereby reserve an easement over the front five (5) feet of each lot and also a five (5) foot strip along the side lines and across the rear of said lots for the purpose of constructing utility and sewer lines if such is necessary and no building or permanent improvement shall be placed upon any of these easements so as to interfere with the use of the same.

12. It is further understood and agreed that any residence or building constructed or placed on any of said lots in said subdivision shall not be placed, erected or built until the construction plans and/or specifications and a plot plan showing the location of the structure on the lot has been approved by the party of the first part herein or its successors in interest; said party of the first shall either approve or disapprove said plan submitted to them within thirty (30) days, and no suit to enjoin the construction has been commenced, then such approval will not be required and any objections thereto thereafter, shall be waived.

All plans for storage sheds must be submitted to the Board for approval unless the storage shed height is one foot below the fence height and cannot be viewed by other owners from the ground level.

The following are the guidelines for storage shed installations:

Size: The shed may be no larger than 12' x 12', with a height at the peak of the roof of 9' and side height of 6'.

Location: The shed must be located five (5) feet from any property line. The shed must be located at the rear of the of the home and may not be visible from the front view of the home. In the case of property owners on corner lots, structures shall be located in an area that is at the farthest point from any section of the street, while maintaining the above stated footage locations. Construction or installation shall be in a manner to maintain the structure in a square and level position. Any structure which is raised in order to meet his requirement shall be "underpinned."

Preferred sheds:

- (a) Vinyl Sheds that are neutral in color and are no taller than seven (7) feet with a maximum size of Eight (8) feet x ten (10) feet. These are to be located as described above.
- (b) Constructed Sheds. Size may be no larger than twelve (12) feet x twelve (12) feet, with a nine (9) foot maximum height at the peak of the roof. All portions of the shed, including overhang must be located a minimum of five (5) feet from all property lines. Small trees/tall shrubs are to be used to screen the shed from side and rear neighbors. The trim must match the trim of the home. Only one color of trim is permitted, no accent colors allowed.
- (c) The siding must be painted to match the trim color of the home, or the homeowner may request an alternate color that obscures the shed and makes it less visible.
- (d) Roof materials must be approved in writing by the Board of Directors.



(e) There is a limit of one structure per lot. A residence with two lots shall be considered one lot for the purpose of this limitation.

(f) Existing structures are grandfathered until removed or replaced.

13. It is further understood and agreed that these covenants, restrictions, and conditions shall be binding on all parties and all persons claiming under them from the date these covenants are recorded. **These covenants shall be reviewed by the board every five (5) years, or at the discretion of the board and its President as circumstance dictates. These covenants do not terminate automatically should the covenants not be reviewed within five (5) years. For the purpose of updating, keeping current and maintaining our community's beauty and value, it is strongly urged that these covenants are reviewed by the board every five (5) years. Substantive changes to these covenants by the board must be approved by a vote of the majority of the voting homeowners of the lots in said subdivision.**

Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way effect any other provision or covenant provided herein, and all others shall remain in full force and effect.

All of the foregoing covenants, restrictions and conditions shall be incorporated by reference hereto in deeds to lots in said Section A of Westbrook Subdivision and shall be binding and effective as though set out verbatim in each of said deeds, it being understood that each of the foregoing covenants, restrictions and conditions shall by reference hereto become part of every such deed and that any person purchasing any said lot shall take title to said lot subject to the same.

IN WITNESS WHEREOF, said Westbrook Homeowners Association, Inc., a corporation, has caused these presents to be signed and its corporate seal to be hereto affixed by its proper officer thereunto duly authorized this the 9<sup>th</sup> day of February, 2012.

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WESTBROOK HOMEOWNERS' ASSOCIATION, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, To-Wit:

I, \_\_\_\_\_, a Notary Public in and for  
said County and State, do hereby certify that ED WEBB, who signed the foregoing writing,  
bearing date the \_\_\_\_\_ day of \_\_\_\_\_ 2023, for Westbrook Homeowners  
Association, Inc., a corporation, has this day in my said county, before me, acknowledged the  
said writing to be the act and deed of said corporation.

Given under my hand this \_\_\_ day of \_\_\_\_\_, 2023

My commission expires \_\_\_\_\_

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

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**B**

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND RESERVATIONS PERTAINING  
TO LOTS SITUATE IN SECTIONS A AND B OF WESTBROOK  
SUBDIVISION NEAR CROSS LANES IN UNION DISTRICT,  
KANAWHA COUNTY, WEST VIRGINIA**

WHEREAS, RAYMOND C. ADKINS, INC., a corporation, doing business under the laws of the State of West Virginia, was the owner of a tract of land situate near Cross Lanes in Union District, Kanawha County, West Virginia, containing approximately 116.266 acres and said corporation has subdivided part of said property into what is known as Section B of Westbrook Subdivision, a map of the same being record in the office of the Clerk of the County Court of Kanawha County, West Virginia; said property having been conveyed to Raymond C. Adkins, Inc., by deed bearing date June 30, 1973, and of record in the aforesaid County Clerk's office in Deed Book 1696 at page 692; and,

WHEREAS, by deed and agreement (Attached Hereto and Incorporated by Reference), made on the 1<sup>st</sup> day of April 1985, by and between Raymond C. Adkins, Inc., a corporation doing business under the laws of the State of West Virginia, party of the first part, and WESTBROOK HOMEOWNERS ASSOCIATION, INC., a corporation, party of the second part, and

WHEREAS, Raymond C. Adkins Inc., was the owner of land situated in Union District, Kanawha County, West Virginia, most of which was subdivided into lots and is known as Westbrook Subdivision, and

WHEREAS, said Raymond C. Adkins, Inc., constructed streets and also had utility lines, including sewer lines, laid out in said subdivision for the use of the owners of all lots in said Westbrook Subdivision; and

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WHEREAS, said Raymond C. Adkins, Inc., conveyed all sewer lines and facilities in said Westbrook Subdivision together with any and all easements pertaining to said sewer system, to the Union Public Service District, and Raymond C. Adkins granted and conveyed to the Westbrook Homeowners Association, Inc., all of its interest in and to all the streets which are now being used by the owners of lots in Westbrook Subdivision that has been developed and completed. It is the intent of Raymond C. Adkins and Westbrook Homeowners Association, Inc., herein that the said Westbrook Homeowners Association, Inc., shall assume the responsibility of the maintenance and upkeep of said streets and to relieve Raymond C. Adkins from any further responsibility or liability pertaining thereto; and

WHEREAS, in consideration of the premises, Raymond C. Adkins granted unto the Westbrook Homeowners Association, Inc., all its right, title and interest in and to any and all streets, easements and rights of way that are now being used by the owners of residences and lots in Westbrook Subdivision, situated in Union District, Kanawha County, West Virginia. Raymond C. Adkins granted to the Westbrook Homeowners Association, Inc., all benefits and rights which it might have in and to the use, management, maintenance and upkeep of any streets, roads, or utility easements that are being generally used by the owners of the lots in the developed portion of Westbrook Subdivision, it being understood that the Westbrook Homeowners Association, Inc., is to be responsible and has accepted the responsibility of all the maintenance and upkeep of any of these streets, rights of way and easements that might be necessary for the general use of the owners of lots in the developed portion of Westbrook Subdivision with the exception of the sewer system which is to be maintained and kept up by the Union Public

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Service District and it is understood that any conveyance between Raymond C. Adkins and Westbrook Homeowners Association, Inc., is subject to the easements and rights of way which may have been granted to the Union Public Service District for the maintenance, repairs, and upkeep of the sewer system located within the developed portion of said Westbrook Subdivision.

**IT IS FURTHER UNDERSTOOD** and agreed that all restrictions, covenants and conditions that apply to all lots sold in Westbrook Subdivision shall continue to apply to lots that were owned on April 1, 1985, by Raymond C. Adkins and any sales after this date are, have been and will be subject to the same restrictions, with the understanding that any purchasers of any lots shall be subject to the by-laws, restrictions, and covenants of the Westbrook Homeowners Association. The Westbrook Homeowners Association has the right to grant to any future purchasers of any lots which it owns in the developed portion of said subdivision, the right to use the streets, rights of way and easements that might be necessary in the development or construction of any residences on these lots.

BY CONTRACT on April 1, 1985, Raymond C. Adkins did grant to the Westbrook Homeowners Association any and all reservations and rights to change, alter, revise and modify the streets and roads in the developed portion of Westbrook Subdivision, subject however, to the provision contained in the deeds that no such change or alterations will be made that will interfere with the use of any property owner in the developed portion of said subdivision and further subject to the understanding that no such property owner will be permanently cut off or their

rights of ingress and egress will be permanently obstructed in any way by such change or alteration.

It is further understood that by agreement on April 1, 1985, Westbrook Homeowners Association, Inc., became the owner of the fee of all the streets and roads in said developed portion of Westbrook Subdivision and shall be responsible for all maintenance, upkeep, and repairs from that date on and any taxes or assessments that might be charged thereon.

WHEREAS, said lots in this subdivision are hereby subject to a general plan of development which has been set forth as covenants, restrictions and reservations which shall be binding upon all lots in Section B of said subdivision, a similar set of restrictions applying to Section A of Westbrook Subdivision having been previously recorded in the aforesaid County Clerk's office in Deed Book 1704 at page 525, but shall not apply to any other development of the remaining portion of said tract of land; and these covenants, restrictions and reservations are set forth as follows:

1. Any lot sold in Section B of said subdivision shall be used for residential purposes only and only one single family residence together with a private garage shall be constructed thereon; no residence erected on said property shall exceed two (2) stories in height and the same shall be constructed on said lot with its main front wall no closer than fifteen (15) feet to the street on which the same faces, and no closer than five (5) feet to any side line thereof. No residence erected on said property shall be less than one thousand eight hundred (1,800) square feet of livable space for single floor rancher style homes and two thousand two hundred (2,200) square feet minimum for two (2) floor homes. Any garage erected thereon shall not be more than one and one-half (1 1/2) stories in height and shall not be for more than three (3) cars and unless attached to the house, shall be erected to the rear of said residence.

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Relocated Residences. No residences, including modular, manufactured, mobile or prefabricated homes, may be moved from a location outside the Section B of said subdivision and placed or located within a Parcel within the Section B of said subdivision.

No factory-built homes (W.Va. Code § 37-15-2) whether classified as a mobile home, modular home, house trailer, manufactured home or otherwise, and no prefabricated homes shall be permitted on any Parcel in the Section B of said subdivision; regardless of which building codes are applicable to said homes.

2. Any fence or wall that might be erected or constructed on any lot shall not be nearer than the front line or the main body of the dwelling erected upon said lot. All fences must be maintained at all times and should not be leaning or have pieces missing. The homeowner must get approval from the WBHOA prior to installation. Further, any satellite dish or similar apparatus, utilized for any purpose by the homeowner, shall not be contained within the front of house. When placing such equipment upon the property, considerations must be given to the access and maintenance of any and all easements appurtenant to the subject property.

3. No residence erected upon said lot shall cost less than the prevailing median home price within the Westbrook Subdivision. Such median home price shall be established before construction begins and must be approved by the Board. The Homeowner will be required to present to the board an appraisal performed by a West Virginia licensed appraiser. All costs of such appraisal will be borne by the prospective homeowner.

4. No signs or advertising shall be erected or displayed to the public upon said property, except signs advertising said property for sale or rent or signs used by the contractor to advertise the property during the construction of any residence thereon and any such signs that might be placed on said property shall not exceed four (4) square feet.

5. Said property shall not be used in any way so that such use might become an annoyance or nuisance to the owner of any other lot, or to the neighborhood in which said lot is situated and no business or trade of any kind shall be conducted on said property. However, home offices which do not create public traffic and/or a need for public parking upon the Westbrook Subdivision streets, will be allowed so long as such business does not create annoyance, inconvenience, or nuisance to its surrounding neighbors.

6. No chickens, fowl, hogs, goats, sheep, cows, or other domestic animals shall be kept on said lot and they shall be regarded as a nuisance, however, this does not exclude the keeping of domestic pets such as dogs, cats, or rabbits, as long as they are kept as pets, and they are not kept for sale. Further, pets that are not restricted within the confines of one's property must be maintained on a leash.

7. No structure of a temporary character, such as a trailer, basement, tent, shack, garage or other building shall at any time be used as a temporary or permanent residence. It is further understood that any residence erected shall not be occupied until the entire exterior thereof has been fully completed and finished. No lot shall be used for the storage of commercial materials nor for storage of anything other than is necessary for the construction of any improvements thereon, however, this does exclude the parking of trailers or vehicles on any such lot.

8. In the event unpolished concrete, cinder blocks or other type of blocks or tile is used above the first floor for outside walls, the same shall be covered or stuccoed and not left unfinished.

9. All lots shall be kept mowed and kept free from all weeds, trash, growth and underbrush at all times and in the event that the owner of said lot or lots does not keep the same clear, then the party of the first part or its assigns shall have the right to have said lot cleared and

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mowed and charge the cost thereof, which will be assessed at the current market prevailing rate, to the owner of the same.

10. The owners of all lots shall provide off street parking for at least ~~one~~ two vehicles and no camping trailers, recreational vehicles, trailers, boats, mobile homes or other equipment or machinery shall not be parked on the streets of said sub-division and must be garage kept or parked to the rear of any improvements erected on said lot.

11. No storm water shall be permitted to enter the sanitary sewer serving this property and all sewer taps shall be made by a reputable sewer man and inspected by the Union Public Service District and all sewer lines leading from any residence constructed on said property shall be connected to the sanitary sewer system. Said Raymond C. Adkins, Inc., and any successors in interest, does hereby reserve an easement over the front five (5) feet of each lot and also a five (5) foot strip along the side lines and across the rear of said lots for the purpose of constructing utility and sewer lines if such is necessary and no building or permanent improvement shall be placed upon any of these easements so as to interfere with the use of the same.

12. It is further understood and agreed that any residence or building constructed or placed on any of said lots in said subdivision shall not be placed, erected or built until the construction plans and/or specifications and a plot plan showing the location of the structure on the lot has been approved by the party of the first part herein or its successors in interest; said party of the first shall either approve or disapprove said plan submitted to them within thirty (30) days, and no suit to enjoin the construction has been commenced, then such approval will not be required and any objections thereto thereafter, shall be waived.

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All plans for storage sheds must be submitted to the Board for approval unless the storage shed height is one foot below the fence height and cannot be viewed by other owners from the ground level.

The following are the guidelines for storage shed installations:

Size: The shed may be no larger than 12' x 12', with a height at the peak of the roof of 9' and side height of 6'.

Location: The shed must be located five (5) feet from any property line. The shed must be located at the rear of the of the home and may not be visible from the front view of the home. In the case of property owners on corner lots, structures shall be located in an area that is at the farthest point from any section of the street, while maintaining the above stated footage locations. Construction or installation shall be in a manner to maintain the structure in a square and level position. Any structure which is raised in order to meet his requirement shall be "underpinned."

Preferred sheds:

- (a) Vinyl Sheds that are neutral in color and are no taller than seven (7) feet with a maximum size of Eight (8) feet x ten (10) feet. These are to be located as described above.
- (b) Constructed Sheds. Size may be no larger than twelve (12) feet x twelve (12) feet, with a nine (9) foot maximum height at the peak of the roof. All portions of the shed, including overhang must be located a minimum of five (5) feet from all property lines. Small trees/tall shrubs are to be used to screen the shed from side and rear neighbors. The trim must match the trim of the home. Only one color of trim is permitted, no accent colors allowed.
- (c) The siding must be painted to match the trim color of the home, or the homeowner may request an alternate color that obscures the shed and makes it less visible.
- (d) Roof materials must be approved in writing by the Board of Directors.

(e) There is a limit of one structure per lot. A residence with two lots shall be considered one lot for the purpose of this limitation.

(f) Existing structures are grandfathered until removed or replaced.

13. It is further understood and agreed that these covenants, restrictions, and conditions shall be binding on all parties and all persons claiming under them from the date these covenants are recorded. These covenants shall be reviewed by the board every five (5) years, or at the discretion of the board and its President as circumstance dictates. **These covenants do not terminate automatically should the covenants not be reviewed within five (5) years. For the purpose of updating, keeping current and maintaining our community's beauty and value, it is strongly urged that these covenants are reviewed by the board every five (5) years. Substantive changes to these covenants by the board must be approved by a vote of the majority of the voting homeowners of the lots in said subdivision.**

Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way effect any other provision or covenant provided herein and all others shall remain in full force and effect.

All of the foregoing covenants, restrictions and conditions shall be incorporated by reference hereto in deeds to lots in said Section B of Westbrook Subdivision and shall be binding and effective as though set out verbatim in each of said deeds, it being understood that each of the foregoing covenants, restrictions and conditions shall by reference hereto become part of every such deed and that any person purchasing any said lot shall take title to said lot subject to the same.

IN WITNESS WHEREOF, said Westbrook Homeowners Association, Inc., a corporation, has caused these presents to be signed and its corporate seal to be hereto affixed by its proper officer thereunto duly authorized this the 14 day of AUGUST, 2023.

WESTBROOK HOMEOWNERS' ASSOCIATION, INC.

By [Signature]

Its PRESIDENT

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, To-Wit:

I, ALZEDA RAE LANHAM, a Notary Public in and for said County and State, do hereby certify that ED WEBB, who signed the foregoing writing, bearing date the 14 day of AUG 2023, for Westbrook Homeowners Association, Inc., a corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 14 day of AUG, 2023

My commission expires SEPT 1, 2027



Alzeda Rae Lanham  
Notary Public

DEED 3179 42

**RESOLUTION AND DECLARATION OF DIRECTORS OF THE WESTBROOK HOMEOWNERS' ASSOCIATION  
TO AMEND AND RENEW WESTBROOK SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS**

Whereas, the original developer of Sections A and B of the Westbrook Subdivision, filed in the Kanawha County Clerk's Office in 1973 and 1974, in Deed Book 1704 at page 525, and Deed Book 1747 at page 427, respectively, "Declaration of Protective Covenants" which governed the uses to which the lots in said Subdivision could be made, which covenants were to terminate 20 years from and after the same were recorded in the aforesaid clerk's office, unless the same were renewed by a majority of the lot owners in said subdivision, which covenants were renewed by a majority vote of the lot owners on October 17<sup>th</sup>, 1991 for an additional period of (20) years, which new period shall commence from the date said covenants would have expired in 1993 and 1994, respectively, had the same not been renewed.

The covenants were amended to be reviewed by the board every five (5) years, or at the discretion of the board and its President as circumstance dictates. The covenants do not terminate automatically should the covenants not be reviewed within five (5) years.

Whereas, the Board of Directors of the Westbrook Homeowners' Association voted to have the issue of the amendment and renewal of the aforesaid Declaration of Protective Covenants submitted to the current lot owners.

Whereas, the Board deems it is in the best interest of the lot owners of the Westbrook subdivision to amend and renew the Declaration of Protective Covenants, as aforesaid. The Board has accordingly adopted for vote by the lot owners, the "Resolution to Renew and Amend Declaration of Protective Covenants," hereinafter set forth, in which resolution, the lot owners shall approve or deny, by voting, "yes" or "no." A vote of "yes" would indicate the lot owner's intention to amend and renew the Declaration of Protective Covenants. A vote of "no" would indicate the lot owner's intention not to renew the covenants.

Whereas, the Board deemed it necessary to revise and update the existing covenants with an explanation of these changes contained in "Appendix A."


Whereas, Exhibit A was submitted to all of the current lot owner of the Westbrook subdivision, and the Board did receive ballots of the residents who cast their votes, and did in special session May 11, 2023 held for the purpose of determining the results of said balloting declare the results of such balloting as follows:

1. That of the 35 lots in Section A of the Westbrook Subdivision, 10 voted to renew the amended protective covenants in accordance with the resolution to renew the same, and 0 voted not to renew.
2. That of the 139 lots in Section B of the Westbrook Subdivision, 16 voted to renew the amended protective covenants in accordance with the resolution to renew the same, and 3 voted not to renew.

DEED BOOK 1747

**RESOLUTION TO AMEND AND RENEW DECLARATION OF PROTECTIVE COVENANTS**

BE IT RESOLVED THAT, THE CURRENT LOT OWNERS OF SECTIONS A AND B OF THE WESTBROOK SUBDIVISION, DO VOTE TO REVIEW ALL OF THE PROTECTIVE COVENANTS AS ARE CONTAINED IN DEEDS DULY OF RECORDS IN THE KANAWHA COUNTY CLERK'S OFFICE IN DEED BOOK 1704 AT PAGE 525, AND IN DEED BOOK 1747 AT PAGE 427, AND THOSE REVISIONS AND UPDATES LISTED IN "APPENDIX A" FOR AN INDEFINITE TIME PERIOD, WHICH NEW PERIOD SHALL COMMENCE FROM THE DATE SAID COVENANTS ARE EFFECTIVE UPON RECORDATION.



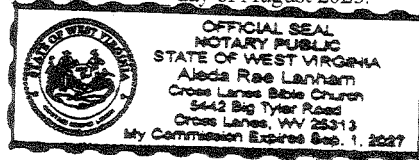
ED WEBB, PRESIDENT  
WESTBROOK HOMEOWNERS' ASSOCIATION  
5313 STONEYBROOK ROAD  
CROSS LANES, WV 25313

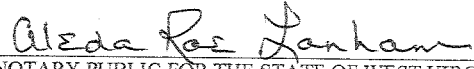


TOM KUHN, SECRETARY  
WESTBROOK HOMEOWNERS' ASSOCIATION  
5315 BENTBROOK ROAD  
CROSS LANES, WV 25313

County of Kanawha  
State of West Virginia, to wit:

Taken, subscribed and sworn to before me by ED WEBB, president, and TOM KUHN, secretary of the Westbrook Homeowners' Association, this the 14 day of August 2023.



  
NOTARY PUBLIC FOR THE STATE OF WEST VIRGINIA  
My Commission expires SEPT 1, 2027

Marie McDavid  
Dustin Hall  
Kristi Baker  
Carl McLaughlin

**BOARD OF DIRECTORS, WESTBROOK HOMEOWNERS' ASSOCIATION**

5320 Stoneybrook Rd.  
5313 Bentbrook Rd.  
5335 Shadowbrook  
5303 Ashbrook

Sierra Brothers  
Greg Elam  
Tom Kuhn  
Ed Webb

5317 Shadowbrook  
5307 Westbrook,  
5315 Bentbrook Rd.  
5313 Stoneybrook Rd.

DEED 2179 44

**APPENDIX A**  
**SUMMARY OF CHANGES TO EXISTING COVENANTS – SECTIONS A AND B**

Changes to Covenant Provisions:

1. For Sections A and B added a minimum square footage for new constructions. No residence erected on said property shall be less than one thousand eight hundred (1,800) square feet of livable space for a single floor rancher style home and two thousand two hundred (2,200) square feet minimum for two (2) floor homes. Any garage erected thereon shall not be more than one and one-half (1 1/2) stories in height and shall not be for more than three (3) cars and unless attached to the house, shall be erected to the rear of said residence.
2. For Sections A and B. All fences must be maintained at all times and should not be leaning or have pieces missing. The homeowner must get approval from the WBHOA prior to installation.
3. No change.
4. No change.
5. No change.
6. No change.
7. No change.
8. No change.
9. No change.
10. For Section B. Increased parking to two vehicles to make consistent with Section A.
11. No change.
12. For Sections A and B, in addition to erected or constructed, the term placed was included in requirement for approval requirements. Minimum requirements for storage buildings or sheds were added.
13. No change.

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

Teste: Dave J. McCormick Clerk  
Kanawha County Commission

AUG 7 4 2023

DEED 2129 48