

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, APRIL 4, 2019

PRESENT: DAVID BLAIR COUCH, PRESIDENT
ROBERT K. TEBAY, COMMISSIONER
JAMES COLOMBO, COMMISSIONER

The County Commission of Wood County met in regular session. They signed purchase orders, invoices and other correspondence.

The County Commission, upon a motion duly made, seconded and passed, approved minutes of March 21, 25 and 28, 2019.

AGENDA AND DISCUSSION ITEMS

At 10:00 A.M., the County Commission held a public hearing for the creation of a Homeowner's Association for Wakefield Subdivision, Phase II. It is ORDERED that the Petition to establish a Homeowners Association for Wakefield Addition, Phase II, is in accordance with the provisions of West Virginia Code Chapter 7, Article 12a, Section 3, be and is hereby granted by the County Commission of Wood County. (Order M/4082)

Having no scheduled appointments or business to attend to, the County Commission adjourned at 10:40 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/4082 and M/4081

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

Wood County Commission Meeting
Held April 4, 2019

Please Print

1.	Joseph Conner
2.	Deborah Watson
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	



Wood County Commission
Agenda

4/04/2019

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Public Hearing for creation of a Homeowners' Association for Wakefield Subdivision, Phase II	Kellie Conrad
	Administrator's Report	Marty Seuffer, County Administrator
	County Commission Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, improprieties and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

APRIL 4, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH,
AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN
REGARD TO THE COMMUNITY CORRECTIONS GRANT NUMBER
18-JAG-44. SAID REQUEST IS IN THE AMOUNT OF \$1,666.67.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Community Corrections Grant Number 18-JAG-44. Reimbursement is in the amount of one thousand six hundred sixty-six dollars and sixty-seven cents (\$1,666.67) for the month of March, 2019. In addition to the Request for Reimbursement, a Time Sheet, the Financial Recap and the Project Financial Reports are being submitted to the West Virginia Division of Justice and Community Services.

A copy of the Request for Reimbursement is attached to this ORDER and should be made a part thereof. Documentation pertaining to the Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

M/4081

WEST VIRGINIA Division of Justice and Community Services	Request for Reimbursement
---	----------------------------------

RECEIVED (For DJCS Use Only)	Subgrantee:	Wood County Commission
	Address:	One Court Square, Suite 203 Parkersburg, WV 26101
	Project #:	18-JAG-44
	FEIN#:	556 000 417
	Funds are hereby requested to cover expenditures	
	FROM:	3/1/19 TO: 3/31/19

PROJECT CASH EXPENDITURES

Account #	Amount
18-JAG-24	\$1,666.67
TOTAL	\$1,666.67

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President  4/4/19
TYPED NAME & TITLE SIGNATURE DATE
(Authorized Official or Grant Financial Officer ONLY)

DJCS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
Date	Program Accountant

Mark Rhodes
WOOD County 11:23:40 AM
Instrument No 88167684
Date Recorded 04/04/2019
Document Type 000
Pages Recorded 2
Book-Page 75-39

APRIL 4, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: APPROVAL OF WAKEFIELD ADDITION, PHASE II
HOMEOWNERS ASSOCIATION

ORDER

On this date, the county commission held a Public Hearing in regard to the creation of a Homeowners Association for Wakefield Addition, Phase II.

It is ORDERED that the Petition to establish a Homeowners Association for Wakefield Addition, Phase II, is in accordance with the provisions of West Virginia Code Chapter 7, Article 12a, Section 3, be and is hereby granted by the County Commission of Wood County.

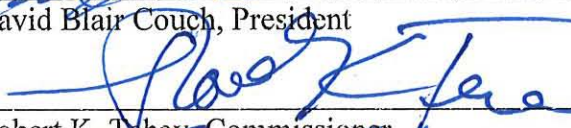
A copy of said petition is attached to this order and should be made a part thereof. The County Commission of Wood County further Ordered that a Certified Copy of this Order be placed upon the records of the Clerk of the County Commission.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James G. Colombo, Commissioner

M/4082

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

TO: THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

PETITION FOR THE ESTABLISHMENT OF WAKEFIELD PROPERTY OWNER'S ASSOCIATION II UNDER WEST VIRGINIA CODE 7-12-1 ET. SEQ.

PURPOSE:

The purpose of this association is to protect the health, safety and welfare of persons and the general public located within the designated maintenance association area. The maintenance association shall be created with the objective of establishing and maintaining improvements for the area designated in this petition which primarily pertains to constructing and maintaining shared streets, drainage facilities, and other improvements necessary for the protection of health, safety and welfare of the users thereof and the general public.

REQUEST FOR ESTABLISHMENT:

We the undersigned owners of real estate property located within Wakefield Addition Phase, II and IV, as more particularly shown on Exhibit A & B, hereto, being at least 60% thereof hereby Petition the County Commission to authorize the establishment of the Wakefield Property Owner's Association II.






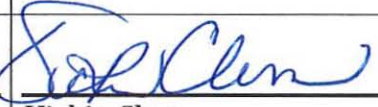

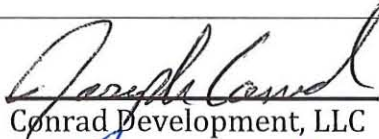
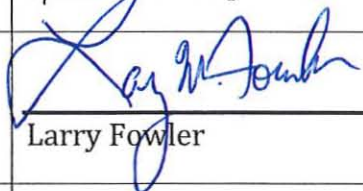
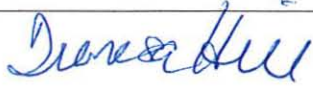
In support of this Petition, we assert:

- a. That AmBritt Drive is an orphan subdivision road, providing public access to the properties located within the designated maintenance association area.
- b. That this Petition is filed in good faith to meet the purposes set forth above and provide for the fair and equitable allocation of expenses for the subject area.
- c. The signatures are genuine.
- d. The proposed maintenance association will result in special benefits to all owners of residential property within the designated maintenance association area.

I CONCUR WITH THE ATTACHED PETITION TO BE PRESENTED TO THE WOOD
COUNTY COMMISSION

LUBECK DISTRICT, Wood County, West Virginia

Signature Page
Page One

Wakefield Phase II, Lot 1	 Cathy Dyer	
Wakefield Phase II, Lot 2	 Robert Parsons	 Barbara Parsons
Wakefield Phase II, Lot 3	 Judy Fulks	
Wakefield Phase II, Lot 4	 William Powell	 Linda Powell
Wakefield Phase II, Lot 5	 Kevin Clem	 Vickie Clem
Wakefield Phase II, Lot 6	 Clell Marshall	
Wakefield Phase II, Lot 7	 Conrad Development, LLC	
Wakefield Phase II, Lot 8	 Larry Fowler	
Wakefield Phase II, Lot 9	 Jason Nulton	

Wakefield Phase II Lot 10	<u>Steve Wigal</u>	
Wakefield Phase II, Lot 11	<u>Dylan Camden</u>	<u>Alee Camden</u>
Wakefield Phase II, Lot 12	<u>Shannon Watson</u> <i>Shannon L Watson</i>	<u>Debby Watson</u> <i>Deborah Watson</i>
Wakefield Phase II, Lot 13	<u>Conrad Development, LLC</u> <i>Joseph Conrad</i>	
Wakefield Phase II, Lot 14	<u>Dale Sole</u>	<u>Ruth Sole</u>
Wakefield Phase II, Lot 15	<u>Hilda Smith</u> <i>Hilda Smith</i>	
Wakefield Phase II, Lot 16	<u>Mary Ellen Gainer</u>	
Wakefield Phase IV, Lot 39	<u>Brandon Sheppard</u>	<u>Calle Sheppard</u>
Wakefield Phase IV, Lot 40	<u>Todd Kirk</u> <i>Todd Kirk</i>	<u>Annette Kirk</u> <i>Annette S. Kirk</i>
Wakefield Phase IV, Lot 41	<u>Phil Morgan</u> <i>Phil Morgan</i>	<u>Helen Morgan</u> <i>Helen Morgan</i>
Wakefield Phase IV, Lot 42	<u>Conrad Development, LLC</u> <i>Joseph Conrad</i>	

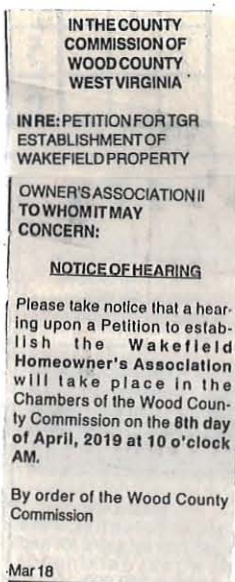
ATTENTION: TO WHOM IT MAY CONCERN

NOTICE OF HEARING:

**Please take notice that a hearing upon a
Petition to establish the Wakefield
Property Owner's Association II for
properties of Wakefield Addition
Phases II, III & IV, will take place in the
Chambers of the Wood County
Commission on the 4th day of April,
2019 at 10 o'clock AM.**

By Order of the Wood County Commission

Legal Affidavit – Darla Lott 304-485-1891 Ext 301



.....Darla Lott.....

Being first duly sworn, says that the

.....COUNTY COMMISSION NOTICE.....

...WAKEFIELD PROPERTY OWNERS ASSOC.....

Hereto attached was printed in the

...XX...The Parkersburg News and Sentinel,

A daily newspaper published in the City of Parkersburg,

Wood County, West Virginia, for ...1...successive day(s),

The first publication and posting thereon being on

the18th....day(s) of ...March..2019, and subsequent

publications on theday(s) of

.....2019.

Printer's Fee: \$.....18.85.....

Notarized Signature: \$.....2.00.....

Additional Copy Fee: \$.....

Total Due: \$.....20.85.....

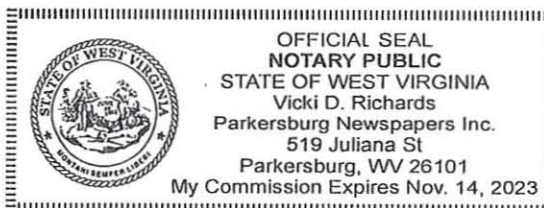
By: Darla Lott

Subscribed and sworn to before me this

18th day of March 2019

Vicki D. Richards

Notary Public for Wood County, West Virginia



THIS DECLARATION, made this ____ day of _____, 2019, by CONRAD DEVELOPMENT, LLC, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property known as WAKEFIELD SUBDIVISION, Phases II, III & IV, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, recreational areas, commons, bodies of water, streets sewage lagoons and ponds, sanitary and storm sewage systems and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, recreational areas, commons, bodies of water, streets, sewage lagoons and ponds, sanitary and storm sewage systems and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto as provided in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of West Virginia, as a non-profit corporation, WAKEFIELD PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property, WAKEFIELD SUBDIVISION, PHASES II, III, & IV, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens sometimes referred to as "covenants and restrictions" hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

- (a) "Association" shall mean and refer to WAKEFIELD PROPERTY OWNERS' ASSOCIATION II, INC.

- (4) No garage, carport or other addition shall be erected on any lot, unless the same be constructed of the same general design as the dwelling house to which it belongs.
- (5) No dwelling shall be erected on any lot having less than 1650 SF on the first floor not including basement, garage or carport area.
- (6) No animals, livestock or poultry shall be raised, bred, or kept, except for dogs, cats, or other household pets provided they are not raised, bred, or kept for commercial purposes. No annoying animals (barking dogs) will be tolerated.
- (7) No building shall be erected except of frame brick, stone, or masonry over synthetic foam stucco.
- (8) No lots shall be redivided unless approved by developer.
- (9) There shall be a ten (10') foot utility easement across front of all lots adjacent to Ambritt Drive and all future streets in Wakefield Addition Phases II, III & IV.
- (10) No fence shall be built which extends from the back lot line further towards the front of each lot than the back corners of the residence.
- (11) No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may, or may become an annoyance or nuisance to the neighborhood.
- (12) In the event of the breach of any of the covenants, restrictions and agreements herein set forth by any person claiming by, through or under the grantee or by virtue of any judicial proceeding, the grantor, or any lot owner or owners having covenants, restrictions or agreements in their deeds substantially similar to those set forth herein or any of them, shall jointly or severally have the right to proceed at law or in equity including the right to obtain injunctive relief to compel compliance with the terms hereof or to prevent the violation or breach of any of them, the failure promptly to enforce any of these restrictions shall not bar their enforcement and the invalidation of any one or more of the restrictions by any court of competent jurisdiction shall in no way effect any of the other restrictions, the grantee agrees that he shall pay to the plaintiff or plaintiffs in any such proceeding as damages, in addition to any other damages assessed, imposed or awarded by the court, reasonable attorney fees, court costs and disbursements.

Said covenants shall run with the land intended to be affected thereby and shall bind and shall also inure to the benefit of the heirs and assigns of the respective parties who own the property heretofore described as the "Existing Property" or to whom any part of the lands so made subject to the above restrictions shall at any time become or belong.

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. The Association shall have one class of voting membership. Each member shall be all owners as defined in Section 1. Each member shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provision of Section 4, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the members; provided, however, that nothing contained herein shall prohibit any member or holder of a member's rights pursuant to any delegation of said rights of enjoyment as heretofore defined from inviting guests in and upon said properties or permitting the same to have the full use and benefit of the common properties and facilities to the same extent that the same may be used by any member.

Section 3. TITLE TO COMMON PROPERTIES. The Developer shall convey the Common Properties to the Association free and clear of all liens and encumbrances.

Section 4. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In

be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. BASIS OF ANNUAL ASSESSMENTS. All fees shall be assessed on owners of The Properties will initially be set at \$100 per year per property.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided, however, that any such assessment shall be uniformly made against the property contained in the within subdivision.

Section 5. CHANGE IN BASIS AND MAXIMUM ANNUAL ASSESSMENTS. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

The Association shall upon demand at any time furnish to any Owner liable for said 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 to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due, being the dates specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency, at the rate of six per cent (6%) per annum, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of each assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fees to be fixed by the court together with the costs of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien for the charges and assessments authorized herein with respect to property owned by members is hereby made subordinate to the lien of any mortgage or deed of trust placed on such property, if, and only if, all such charges or assessments with respect to such property, having a due date on or prior to the date such mortgage or deed of trust is filed for record have been paid. The lien hereby subordinated is only such lien as relates to charges and assessments authorized hereunder having a due date subsequent to the date such mortgage or deed of trust is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or deed of trust, or the sale or transfer of the property subject to such mortgage or deed of trust pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the property pursuant to a sale under power contained in such mortgage or deed of trust. Such subordination is merely subordination and shall not relieve the member and owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the property owner. The subordination shall not relieve such property from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure), and no sale or transfer of such property to the mortgagee or to any other person pursuant to foreclosure or pursuant to any proceedings executed on the property, shall relieve any existing or previous property owner of such property or the then subsequent property owners

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

WITNESS the following signature.


Joseph W. Conrad, Managing Member


Charles D. Conrad, Managing Member

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, ANGELA M GRAHAM, a Notary Public
in and for said county and state, do hereby certify that JOSEPH W. CONRAD and
CHARLES D. CONRAD, whose names are signed to the foregoing and hereto annexed
writing, bearing date the 9th day of APRIL, 2019, has
this day acknowledged the same before me in my said county.

Given under my hand this 9th day of APRIL, 2019.

My commission expires: MAY 18, 2024



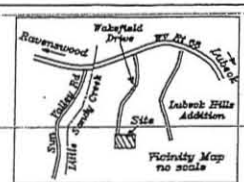

Notary Public

EXHIBIT A

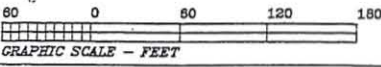
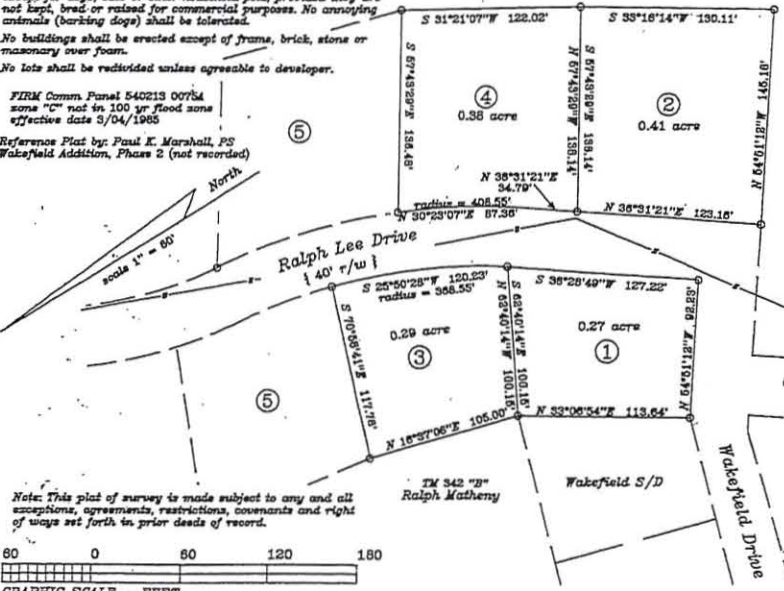
Covenants & Restrictions:
No lot in this addition shall be used for anything other than Single or Multiple family use.
No building or structure shall be built (unless agreeable to developer) closer than 20 feet to any street line or closer than 10 feet to any side line.
No structure of temporary character, trailer, shack, garage, barn, or other building shall be used on any lot at any time as a residence temporary or permanent.
No garage, carport or other addition shall be erected on any lot unless the same shall be constructed of the same general design and material as the dwelling to which it belongs.
No dwelling shall be erected on any lot having less than 1040 sq ft on the 1st floor, not including basement, garage or carport area.
No animals, livestock, or Poultry shall be raised, bred or kept except for dogs, cats or other household pets, provided they are not kept, bred or raised for commercial purposes. No annoying animals (barking dogs) shall be tolerated.
No buildings shall be erected except of frame, brick, stone or masonry over foam.
No lots shall be redivided unless agreeable to developer.

FIRM Comm. Panel 540213 00754
zone "C" not in 100 yr flood zone
effective date 5/04/1985
Reference Plat by: Paul K. Marshall, PS
Wakefield Addition, Phase 2 (not recorded)

Note: This plat of survey is made subject to any and all exceptions, agreements, restrictions, covenants and right of ways set forth in prior deeds of record.



TM 340 "D1B"
Ralph Matheny
615/531



Wakefield Addition Phase 2

Situate District of Lubeck, County of Wood, State of West Virginia

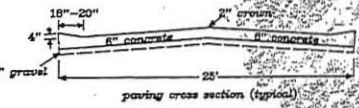
Developer: Ralph L. Matheny
2805 Capitol Drive
Parkersburg, WV 26101

Being part of that same property as conveyed to Ralph L. Matheny in Deed Book 615 Page 531 & Deed Book 630 Page 474. Also being part of tracts D1A1 and D1B as shown on Lubeck District tax map 340.

WOOD COUNTY COMMISSION
FILED Clerk: 04
Date/Time: 10/05/2004 16:32
Inst #: 452274
Book/Page: 1-A / 550-
Recd/Tax: 11.00 .00

Approved by:

Paul M. Campbell President
Wood County Planning Commission
John R. [Signature] President
Wood County Commission



Note: Corners of lots marked with iron rods set.

Construction Entrance
to Sun Valley Road

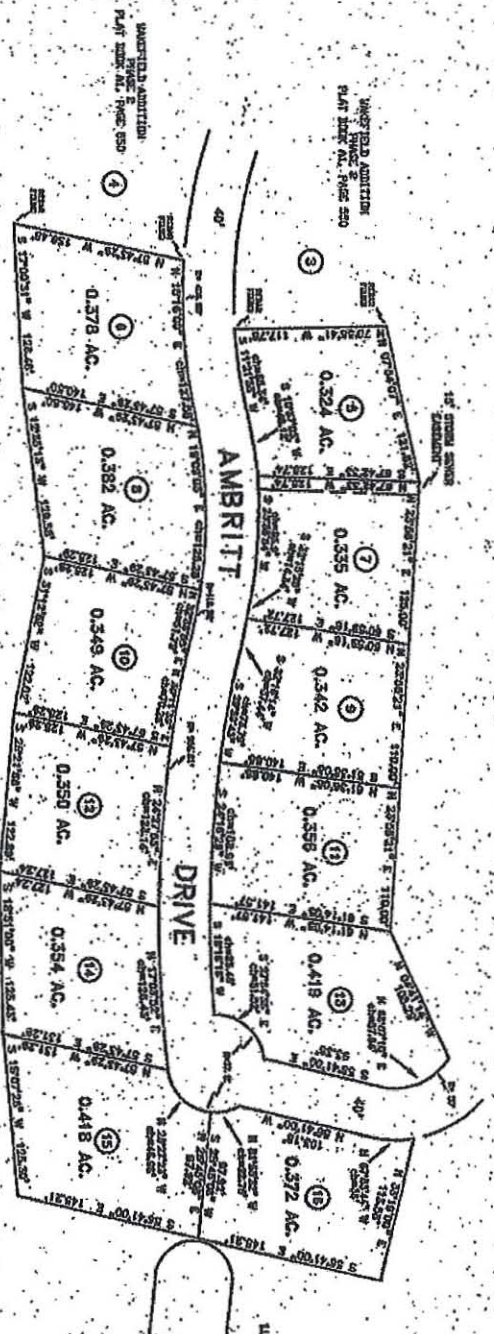
Wakefield S/D
PB 16 Pg 18



Matthew B. Harper
Matthew B. Harper, WJ PS No. 989
OF PS S-7397
Rt No. 11 Box 636, Parkersburg, WV
Ph: (304) 480-1908
Date of Survey: October 5, 1999
Job No: 1999082

This instrument was presented to the Clerk of the County Commission of Wood County, West Virginia; and the same is admitted to record.
Tessie: *Jamie [Signature]* Clerk
Wood County Commission

PAVEMENT DETAIL
(typical)
not to scale



COVENANTS AND RESTRICTIONS:

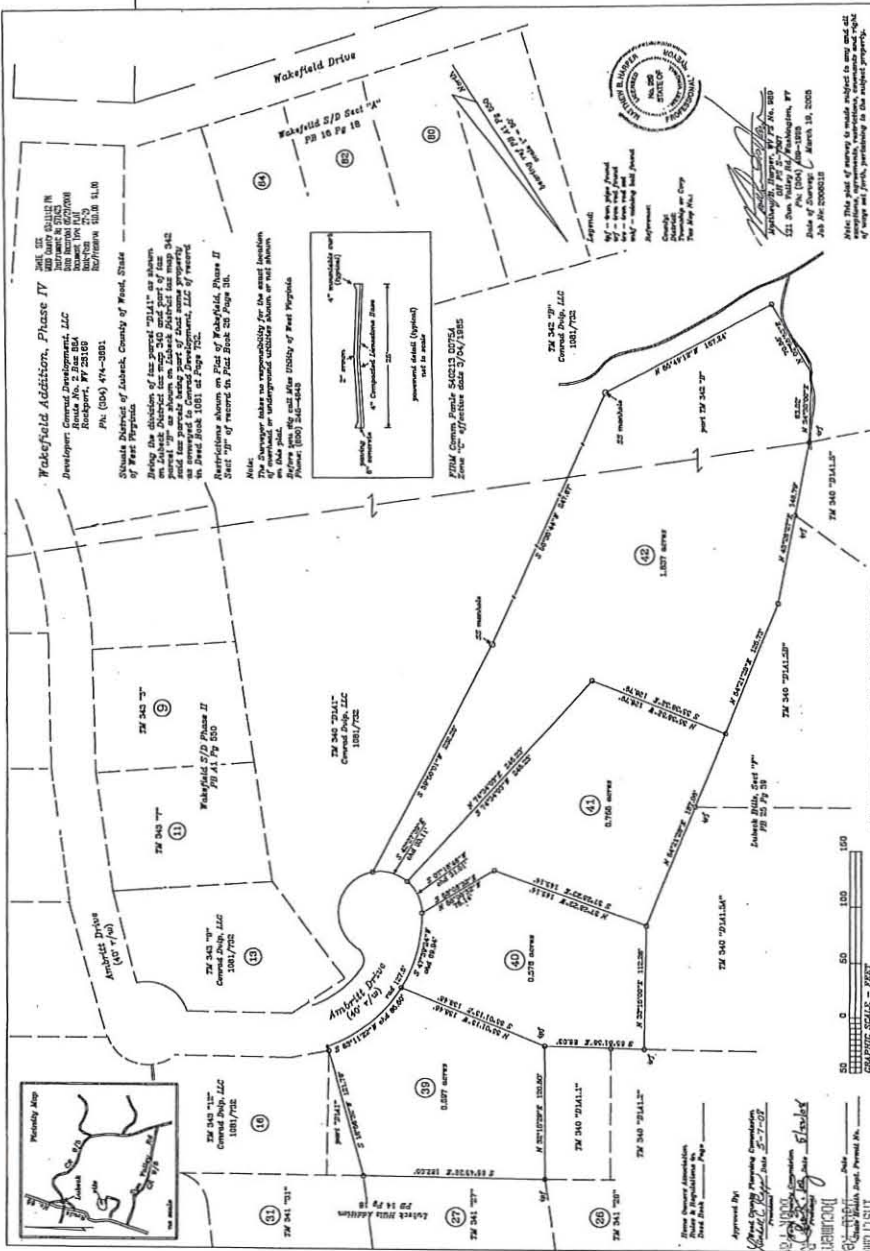
NO LOT IN THIS SECTION SHALL BE USED FOR ANYTHING OTHER THAN SINGLE OR MULTIFAMILY USE.
 NO BUILDING OR STRUCTURE SHALL BE BUILT UNLESS APPROVED BY THE DEVELOPER OR TO ANY STREET LINE.
 NO STRUCTURE, INCLUDING GARAGES, TRAILERS, MOBILE HOMES, SHEDS, GARAGES, SHOPS, OR OTHER BUILDINGS SHALL BE USED BY ANY LOT AT ANY TIME AS A RESIDENCE, HEREINAFTER REFERRED TO AS RESIDENCE.
 NO GARAGE, CARPORT, OR OTHER ADDITION SHALL BE EXCEPTED ON ANY LOT UNLESS THE SAME SHALL BE CONSTRUCTED BY THE SAME PERSON, FIRM, AND MATERIALS AS THE BUILDING TO WHICH IT RELATES.
 NO ROLLING SHALL BE EXCEPTED ON ANY LOT UNLESS LESS THAN 1000 SQ. FT. ON THE FIRST FLOOR NOT INCLUDING PORCHES, GARAGES, OR CARPORTS.
 NO ADJACENT LOTS SHALL BE EXCEPTED ON ANY LOT UNLESS THE SAME SHALL BE CONSTRUCTED BY THE SAME PERSON, FIRM, AND MATERIALS AS THE BUILDING TO WHICH IT RELATES.
 NO LOT SHALL BE EXCEPTED UNLESS APPROVED BY DEVELOPER.
 NO UTILITY-RELATED ACCESS FROM OR ALL LOTS ADJACENT TO AMBRITT DRIVE.
 NO FENCE SHALL BE BUILT WHICH EXTENDS FROM THE BACK LOT LINE FURTHER TOWARD THE FRONT OF EACH LOT THAN THE

SURVEY OF
WAKEFIELD ADL
Phase 2, Section 1
Lubbock District, Wood County,

DEVELOPER: CONRAD DEVELOPMENT



Mark Rhodes
Wood County 02:17:02 PM
Instrument No 88162341
Date Recorded 04/04/2019
I, MARK RHODES, do hereby CERTIFY that the Document with this stamp affixed is a true copy of Record recorded in this office in County Commission Book 75 Page 38
Date 5-3-19
Norman Brown, Deputy Clerk
MARK RHODES, WOOD COUNTY CLERK



This instrument was presented to the Clerk of the County Commission of Wood County, West Virginia, and the same is admitted to record.
Treas: _____
Clerk: _____

Mark Rhodes
Wood County 10:46:53 AM
Instrument No 88162341
Date Recorded 06/03/2019
Document Type: Other
1292-672

EXHIBIT 2