

to use the roads in the subdivision, and the right on, over and under the roads and on such other reserved areas as are shown on the recorded plans of the Subdivision to install, repair and alter the cables, conduits, gas lines, sewerage, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and other public conveniences or utilities. Declarant may also cut drainways for surface water whenever and wherever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee but this reservation shall not be considered an obligation of Declarant to provide general maintenance or to maintain any utility or service.

F. Association's Right to Perform Unit Maintenance. The Owner of each Unit shall keep his Unit, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and Structures on a Lot, and the individually owned portion of a townhouse condominium, all in a manner and with such frequency as is consistent with good property management and maintenance.

In the event any owner of any Unit shall fail to maintain the Unit premises and the improvements situated thereon in a manner satisfactory to the Executive Board and the Association, notice shall be provided by the Board, in writing, to the Unit Owner to correct the condition and, if after thirty (30) days the condition has not been corrected, the Association shall have the right, through its agents and employees to enter upon said Unit and repair, maintain and restore the Unit and any improvements erected thereon to the extent authorized by law. Such right shall not be exercised unless two-thirds (2/3) of such Executive Board and sixty percent (60%) of the members at a duly called meeting for that purpose shall have voted in favor of its being exercised. The cost of such exterior maintenance and maintenance of the Unit shall be a binding personal obligation of such Unit Owner which shall be added to and become part of the assessment to which such Unit is subject and until paid shall be a lien on said Unit and improvements thereon.

VI. RESTRICTIVE AND PROTECTIVE COVENANTS

1. Each Unit shall be used solely for single family residential or rental purposes, non-commercial recreational use, or

forest and wildlife management purposes, except for certain rights reserved unto Declarant.

2. No Unit shall be subdivided. Lots may be combined as set forth in Section C of Article V.

3. Once the plans of a residential home have been approved by the Architectural Control Committee, as hereinafter set forth in detail, and construction of the residential dwelling is commenced on any Lot, the improvements must be substantially completed, including the exterior work and grading and landscaping, in accordance with the plans and specifications approved, within twelve (12) months, subject to weather conditions only.

4. The minimum square foot area requirement for finished living space of single family dwellings constructed upon Lots shall be not less than One Thousand Five Hundred (1,500) square feet of living space, exclusive of basements, porches, decks and garages. Areas with ceilings under 6'0" shall not be considered as living space.

5. No residence shall be occupied until the same has been substantially completed.

6. All structures constructed or placed on any Lot shall be built of new or reconditioned material.

7. The Architectural Committee of Northlake Owners Association shall designate the situs of each dwelling to be constructed on a Lot.

8. Each Lot shall either have sufficient off-street parking to serve the dwelling, or in certain cul-de-sac areas, designated areas will be available for on street parking. When possible, driveways shall be shared with neighboring Lots. Carports are prohibited.

9. The fuel used in the dwelling or other structures shall be of the smokeless type; however, fireplaces and wood stoves, in which wood is used as a fuel shall be excepted from this provision. All firewood shall be kept stacked in a sightly manner and in a location to be designated by the Architectural Control Committee for the North Lake I Owners Association. No above ground fuel tanks are permitted. In the event that rock or site conditions prevent underground tank placement, the Architectural Committee may waive this requirement with appropriate location and screening conditions.

10. No animals may be kept, maintained or bred on any Lot, except that no more than a total of two (2) dogs, cats or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose. All

household pets must be kept in such a manner as to avoid becoming a nuisance to neighbors.

11. No Unit shall be used at any time for the purpose of carrying on any business, commercial or professional enterprise which attracts customers, patrons or clients to the Unit, and no noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No commercial signs, including "For Rent" or "For Sale", billboards or advertising structure of any kind shall be placed or erected on any Unit except for those placed by the Developer or as may be required by legal proceedings. Signs with the Owner's name and a house name may be permitted subject to review and approval by the Architectural Committee provided that such signs shall not be more than two square feet in size. Any sign erected by the Declarant shall not be subject to the provisions set forth herein.

13. All Units, whether occupied or unoccupied, and any improvements thereon, shall be well maintained. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except in sanitary containers or approved structures. Declarant, initially, and the Association, thereafter, shall provide a central garbage collection facility for use by Unit owners. Maintenance of any trash container outside of a home is strictly prohibited. During construction of any Improvement, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction, and shall keep the Lot neat and orderly.

14. The exterior walls of all buildings, if of masonry construction, shall be of brick or stone, unless otherwise approved hereunder; plywood siding board is not permitted. No building shall have concrete or cinder blocks or concrete masonry exposed in any manner unless otherwise approved. Any exposed portion of a foundation that is visible from a roadway, adjoining Lot or other adjoining Property, shall be covered with an approved material or treatment.

15. No outside toilets or individual water wells shall be constructed on any Lot. All plumbing fixtures, including dishwashers and toilets shall be connected to the sewage system. Storm water shall not be allowed to flow into the sewage system.

16. Declarant shall provide appropriate easements for water, gas and electric services, if available, to each Lot Owner within ninety (90) days of application for same. Declarant reserves an easement over, upon, across and under each Lot for the

construction, installation, maintenance, repair and use of the roadways and utilities.

17. The utility services serving the Lots are to be constructed underground from the street rights of way to the residential dwelling.

18. Exterior antennas and satellite dishes shall not be permitted on any Unit, except that DSS dishes, 18" in diameter or smaller, may be permitted with Architectural Committee approval as to location.

19. There shall be no driveway access from West Virginia State Route 32 directly to any Lot.

20. In the case of fire, casualty or other disaster, each owner covenants, at the minimum, to allow all insurance proceeds to be utilized to the extent necessary to return the Unit to grade. If the Owner of a Lot chooses to reconstruct, the Owner shall restore all buildings and landscaping to substantially the same or better condition in which they existed prior to the fire, casualty or other disaster.

21. No motor vehicle of any nature, except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator. All boats, trailers, recreational vehicles, campers, non-passenger vehicles and the like may be parked only in designated parking areas or in private driveways. No unlicensed automobiles, junk vehicles, or any trucks rated more than 1 ton, may be parked or stored within the CIC unless parked or stored in an enclosed garage.

22. Open fires are prohibited.

23. Hunting and the discharge of any weapon is prohibited. All guns, bows and crossbows shall be cased at all times.

24. No alarm system may be installed without the owner contracting with a local service firm which has 24-hour service and the ability to enter the dwelling and shut off the alarm. Any owner who equips his dwelling with an automatic burglar alarm shall keep on file with the Declarant or the Association at all times, the alarm system firm name and the local representative's 24-hour service telephone number in case any alarm is tripped and no Owner is present to shut off the alarm.

25. Exterior lighting shall be installed on a Lot and operated in such a manner as to prevent offensive glare or illumination beyond the boundaries of the Lot. Lighting shall be consistent with residential types. No reflecting lettering or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

31. No restriction or covenant herein is intended to be used by anyone to discriminate or attempt to discriminate against any person, whether a Unit Owner or a prospective purchaser upon resale by a Unit Owner, upon the basis of race, creed, religion, color, national origin or any other basis.

XIII. PROJECTED BUDGET OF CIC

It is the best estimate of the Declarant that the owner of an unimproved Unit in North Lake I will pay a monthly assessment to the North Lake I Owners Association in the amount of ~~Five Hundred~~ ^{Two Thousand} Dollars (\$250.00) per year during the first year. On an annual basis for the seventeen (17) Units in the CIC, the total annual budget of the Owners Association would be Four Thousand, Two Hundred Fifty Dollars (\$4250.00). It is estimated that this sum would be sufficient to make payment of the following categories of expenditures of the Association in the following ~~monthly~~ ^{annual} amounts:

Snow Removal:	\$1,000
Road Maintenance & Mowing:	\$1,000
Insurance:	\$1,000
Utilities:	\$ 250
Legal & Accounting:	\$ 500
Reserve for repairs/replacement:	\$ 500
Total	\$4,250 per year

At the time of closing, each purchaser shall, upon delivery of the deed, evidence his membership in the Owners Association by payment of the first year's annual assessment in the total amount of ~~Five Hundred~~ ^{Five} Dollars (~~\$500.00~~), pro rated as of the date of purchase. ^{\$250.00 CDN}

XIV. WARRANTY OF QUALITY

North Lake I is a Common Interest Community created and designed for use as a residential community. Declarant makes no express or implied warranties of quality. It is understood that by purchasing a Unit, any and all Unit Owners accept, as excluded, all implied warranties of quality. Units are being offered for sale by Declarant upon an "AS IS" basis.

All purchasers shall execute a Purchase Agreement which waives Purchaser's statutory right to a six-year statute of limitations for the commencement of a legal action for breach of implied or expressed warranties of quality. In its place shall be substituted a statute of limitations requiring the commencement of any legal actions by Purchaser for breach of warranty within two (2) years of the date the Purchaser enters into possession.