

2019

**AMENDED AND RESTATED RESTRICTIVE COVENANTS
FOR WINDOVER HILLS HOMEOWNERS ASSOCIATION**



**Amended and Restated
December 10, 2019**

**AMENDED AND RESTATED RESTRICTIVE COVENANTS AND CONDITIONS
RELATING TO WINDOVER HILLS SUBDIVISION, SHORT GAP, FRANKFORT
DISTRICT, MINERAL COUNTY, WEST VIRGINIA**

WHEREAS, Windover Hills Subdivision was developed with Restrictive Covenants recorded by the developer. Windover Hills Homeowners Association is now in control of the enforcement of the Covenants. At a properly noticed meeting of the Homeowners Association a motion was made to amend the restrictive covenants and the same passed unanimously.

WHEREFORE, Windover Hills Homeowners Association does hereby make and declare the following Restrictive Covenants and Conditions as being applicable and binding upon all lots in said Subdivision as set forth as follows:

1. All and each of the Restrictions herein contained shall be perpetual and shall apply to and be forever binding upon the Grantee, his heirs, executors, administrators, and assigns of each of the lots and tracts contained in said addition for the benefit of said addition.
2. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprise, shall be erected, maintained or operated upon said land.
3. Raising livestock (including, without limitation, pigs, cattle, sheep, and horses), poultry, or other animals is prohibited, except that no more than five (5) common household pets may be kept, as long as they are not raised, bred, or boarded for commercial purposes.
4. All buildings and structures erected upon said land shall be upon a solid foundation, (poured concrete, concrete block, or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanship like manner. Tarpaper, rolled siding, and concrete block are especially agreed not to be considered as finished materials.
5. Every building erected upon said premises and the exteriors of the same, including the roof and the painting of said structure shall be completed within fourteen (14) months after the commencement of construction.
6. No structure shall be erected, constructed or maintained upon any lot or part of lot in this Addition within twenty (20) feet of the side lines of said lot or within thirty (30) feet of the front (abutting the street) or rear lines of said lot. For the purpose of this restriction, the term "structure" shall include without limitation, covered patio, eaves of building, portico, stoop, porch, deck, garage, storage shed and pool.
7. No house trailer, mobile home, basement dwelling or similar places of residence shall be constructed, places or maintained upon said Addition or any part thereof, and all construction must equal or exceed the Federal Housing Administration's Standards.

Modular homes that equal or exceed the Federal Housing Administration's Standards shall be permitted.

8. The finished living area in every dwelling erected or constructed within said Addition shall contain a minimum of 1,500 square feet. No Federal Program HUD housing. The minimum roof pitch slope shall be a 6/12 pitch. If a house is built upon a crawl space, the finished living area must be set to the grade of the land.
9. Porches on the front of house must be constructed of concrete, in this construction unless the front porch is connected to the side porch, then treated lumber may be used. Railings on these porches must be composite, aluminum, or iron to look like actual railing, not just wooden boards topping deck and hand rails. Rear porches must be treated or composite decking with actual railing as described for front and side porches. Walkways must be concrete, stone masonry, or pavers. No wood decking or loose stone or gravel.
10. Any and all new construction, additions, outbuildings, exterior remodeling or improvements, for both new homeowners and current owners, must be presented to the Design Review Committee before the start of the project, for approval, modification, or disapproval of the project. No work may begin before the Design Review Committee has approved the project.
11. No outdoor furnaces.
12. No multiple family dwelling designed for the use of more than one (1) family shall be constructed upon any of the land covered by this restriction. Not more than one (1) dwelling shall be constructed upon any one (1) lot.
13. No property or residence may be rented or leased in the Windover Hills Subdivision.
14. Trash and refuse of any kind, including without limitation, junk, inoperable, or unlicensed vehicles, or parts thereof, shall not be allowed to accumulate on the property covered by these Restrictions. All garbage shall be kept in insect and rodent proof receptacles and removed and disposed of at least every fourteen (14) days. Trash cans or trash containers must be removed from the curb within 48 hours of trash pickup.
15. Campers, tents, and other recreational vehicles shall not be stored, assembled or parked overnight on lots until such time as a residence has been constructed, completed and permanently occupied in accordance with all other terms of these Restrictions.
16. The use and operation of unlicensed motor vehicles (including without limitation, 4-wheeled motorcycles, all-terrain vehicles, motorbikes, and vehicles of like kind) shall not be permitted on the streets within the Addition.
17. There is hereby reserved, for the benefit of present or future owners of property within this planned community, an easement as necessary but of at least ten (10) feet in width along each lot line, which shall be for the purpose of present and future utility installation and maintenance, including without limitation, sewage, water and drainage, electricity, natural gas, and telephone. This easement shall include, without limitation, the right to lay, install, and maintain pipe, pipeline, drains, and tile.
18. All lots shall be kept clean and sanitary. All lots, whether or not a home has been constructed, shall be mowed of grass and vegetation at least once per month, or the undersigned or their assigns shall cause such to be moved at the cost and expense of

the owner thereof. All pools shall be maintained and the water kept in a sanitary condition, whether or not the pool is in use. In the event that an above-ground pool is not maintained and the water kept in a sanitary condition the undersigned may cause the pool to be removed from the property at the cost and expense of the owner thereof. In the event that an in-ground pool is not maintained and the water kept in a sanitary condition the undersigned may cause the pool to be cleaned at the cost and expense of the owner thereof.

19. There shall be formed a mutual non-profit corporation under the laws of the State of West Virginia in which the purchase of each lot in said Addition, by the acceptance of a deed therefor, agrees to become, and shall be a member, shall be bound by the By-laws of the organization, and membership in which shall be limited to the purchasers or owners of lots in said Addition. The Articles of Incorporation shall specify, among the purposes and duties of said corporation, the enforcement of all of the restrictions, covenants and conditions herein contained, shall provide that each lot owner has one vote in the association, the maintenance, preservation and improvement of said properties, the maintenance of said Addition and every part thereof in a clean and sanitary condition, so far as it may lawfully act, the ownership of the streets in said Addition, the establishment of reasonable assessment against the several owners in order to insure reasonable and proper maintenance of the streets and sidewalks, if any, and the transaction of such other business as may be permitted by law. The maximum annual assessment which may be established by said corporation shall not be greater than One Hundred (\$100.00) Dollars per year, exclusive of optional user fees and any insurance premium paid by the association, based upon the value of a dollar as of July 1, 1986, and adjusted annually on the 1st day of July as allowed and provided under West Virginia Code 36B-1-114. Said fee is hereby established as a lien upon subject lot, and shall be superior to all other liens and encumbrances on said lot, except for (a) liens of ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Seller duly recorded in the land records of Mineral County, West Virginia. In the event of foreclosure under a deed of trust upon said lot, said real estate may be sold through said deed of trust, free and clear of assessment fee liens existing prior to said foreclosure, but subject to the continuation of the existence of said lien with regard to all assessment fees accruing after a sale under an arm's length deed of trust.
20. The Developer for themselves and their assigns reserves the right to grant and convey the use of any and all of the streets and roadways in the development and any additions thereto to adjoining landowners to whom the undersigned or their assigns have conveyed lots or tracts of land which are not part of the Windover Hills Development. Said adjoining landowners shall be subject to paying a fee as determined by the Homeowners Association for the use of said roadway.
21. The Homeowners Association reserves the right to alter or amend these restrictive covenants by majority vote of the members present upon a properly noticed meeting with the same or different covenants, conditions and restrictions as herein set forth.

Windover Hill Homeowners Association, BY

Joseph Freno (SEAL)
Joseph Freno, President

Mary Jo Lefler (SEAL)
Mary Jo Lefler, Secretary

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL, to-wit:

The foregoing instrument was acknowledged before me this 5th day of Dec.,
2019, by Joseph Freno and Mary Jo Lefler.

My Commission expires

NOV 23, 2020

Beth McDonald
Notary Public

