

transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. Notwithstanding anything herein to the contrary, the following special properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use;
- (b) all properties exempted from taxation by the laws of the State of West Virginia, upon the terms and to the extent of such legal exemption, and
- (c) all properties owned by Developer during the period of Developer ownership only, whether during initial, original ownership or pursuant to foreclosure or proceedings in lieu of foreclosure.

ARTICLE VI SETBACK MINIMUMS

No building or any part thereof shall be erected on any Lot closer or nearer to any street lines, side, rear or boundary lines than thirty feet (30').

ARTICLE VII UTILITY EASEMENTS

The Developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights-of-way therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land twenty feet (20') from the side and rear lines of each Lot, and forty feet (40') from the rear boundary of the Lots on the perimeter of The Existing Property, and twenty feet (20') from all street lines. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Any Owner placing structures, plantings or improvements or other materials within the aforesaid easements undertakes any interference with the utility easements at his or her own risk and is deemed to waive any and release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the easement area. Each road right-of-way is sixty feet (60') in total width, being thirty feet (30') on either side of the roadway center line. Street lines shall be measured from the edge of the right-of-way.

ARTICLE VIII RESIDENTIAL AND AREA USE

All Lots shall be used for residential and recreational purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not less than 1000 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding.

- (a) All exterior construction must be completed and closed within one (1) year of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation.
- (b) There shall be no single-wide or double-wide mobile homes (as they are defined in West Virginia Code 37-15-2), house trailers, or buses situate on any Lot as a residence or for the storage of materials therein, either temporarily or permanently.
- (c) Improvements and construction for the maintenance of animals shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot Owner shall maintain any such improvements placed upon any Lot and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.
- (d) No vinyl, plastic or aluminum house siding or covering is permitted to be installed on the outside of any improvements including dormers, garages, outbuildings, etc. This restriction applies to siding only and shall not prohibit PVC fencing, posts, pillars, soffits, etc. or T-1-11 and similar materials commonly used for barns and other buildings.

**ARTICLE IX
SEWAGE AND JUNK**

No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

**ARTICLE X
PARKING**

No automobiles or other motor vehicles shall be parked in or within twenty-five (25) feet from the rights-of-way or roads of the subdivision, and no on-street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets.

**ARTICLE XI
ADVERTISING**

No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address, identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed four square feet (4') in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situated. The Association shall repair and maintain such signs and structures, and shall have the right to enter upon The Existing Property on which the same are affixed as is reasonably necessary for maintenance. While Developer owns any Lots in The Properties, any signs offering any Lot for sale (other than those Lots owned by Developer) shall be not more than twelve (12) inches square, double-sided, display the words, "For Sale", a telephone number and shall disclose whether the Lot is sold by the Owner or a broker/real estate agent, who shall be identified. Such signs shall be professionally made.

**ARTICLE XII
AGRICULTURE**

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single Lot at any one time. Hunting and trapping of wildlife is permitted within The Properties in accordance with West Virginia law.

**ARTICLE XIII
COMMERCIAL USE**

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within The Existing Property. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners.

**ARTICLE XIV
NUISANCE**

No noxious, noisy or offensive activity shall be carried on within The Existing Property, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Existing Property at any time.

**ARTICLE XV
WASTE**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within The Existing Properties. The Association shall ensure that trash collection is provided to each Lot regardless of whether the Lot is occupied, and trash collection charges shall be collectable from Lot Owners not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Existing Property.

ARTICLE XVI
RECREATION USE

No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be permitted to be driven upon the roads within The Existing Property unless duly licensed, with mufflers, and then only for ingress and egress.

ARTICLE XVII
CAMPING

Temporary camping is permitted upon the Lots for no longer than 15-day increments at a time, from February 1 through December 31, although said camping equipment may remain on the Lots unoccupied in between such periods of permitted occupancy. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.

ARTICLE XVIII
SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas shown on the plat across Lots within The Existing Property are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for storm water runoff.

ARTICLE XIX
VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Existing Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

ARTICLE XX
NO FURTHER SUBDIVISION

No Lot within The Existing Property shall be further subdivided, divided or portioned in any way by sale, gift, devise or other method, except to allow for nominal boundary line adjustments.