

Covenants, Restrictions, Limitations, Regulations and Agreements

Twin Oaks Development, Grafton, WV

The following covenants, restrictions, limitations, regulations and agreements are hereby imposed upon all Lots and Common Elements for the benefit of Declarant, Association and all Lot Owners. Said restrictions shall be binding upon all purchasers or any and all other parties having any interest therein but shall not be binding on Declarant or any Lot owned by Declarant and held for sale or development purposes. These restrictions are covenants running with the land and may change from time to time either by amendment to this document or to other Governing Documents, which said documents may or may not be of public record. All purchasers of Lots are on notice that changes to the Governing Documents may have been adopted by the Association and each Purchaser or grantee should obtain copies of the current Governing Documents from the Association prior to transfer of any ownership interest in any Lot.

1. Lots may only be utilized for single family residential purposes and no more than one (1) dwelling shall be erected or maintained on any Lot and all Lots shall be detached. Certain limited home office uses are permitted provided that: such use does not entail the travel of clients, invitees, delivery persons or any other individual or entity to the Lot for any business purposes.

2. All Lots, including all landscaping and improvements in or on Lots, shall at all times be aggressively maintained in an attractive manner consistent with the Governing Documents. Each Lot Owner shall also be responsible for maintaining the Landscaping with that portion of any adjacent Common Element located between the Lot and any well, fence, curb, lake or pond located on or in the Common Element. This obligation of maintenance includes the duty to monitor and maintain drain ways, ditches and drainage systems and to report any deficiencies or defects in same to the Association. No Lot Owner shall, however, have the right to remove any landscaping, trees, shrubs or vegetation caused to be located in such area by the Association or the Declarant without prior written permission from the Association. Responsibility of the Lot Owner for maintenance of landscaping includes, but is not limited to, mowing, trimming and watering of lawns as reasonable or necessary to maintain the same in a healthy condition, reasonable trimming of shrubs and trees, and removal and replacement of dead and diseased trees.

3. All motor homes, travel trailers, recreational vehicles, snow mobiles, jet skis, campers, boats or boat trailers, etc., and similar machinery and equipment shall be parked or stored in a garage, in a driveway or otherwise approved outbuilding, and not on lots or development roads. Exceptions may be permitted by the Association upon prior written permission, for large recreational vehicles or boat trailers due to their size.

4. No Lot may be utilized for any activity which: (a) tends to cause an unclean, unhealthy or unsafe condition to exist outside of the enclosed structure of the Lot; (b) emits a foul or obnoxious odor or any fumes, dust, smoke, or pollution; or (c) which creates any noise, unreasonable risk of fire or explosion, or other conditions such as music or noise which are a public or private nuisance. This paragraph shall not be deemed to be a prohibition against wood

burning fireplaces which are otherwise permitted if the same comply with the remainder of this document. The fuel used in the dwelling or other structures shall be of the smokeless type; however, so-called fireplaces and/or wood stoves, in which wood is used as a fuel shall be excepted from this provision.

5. No Lot may be utilized for any activity which violates any local, state or federal law or regulation.

6. Burning of trash, leaves and debris or other materials is prohibited without prior written consent of the Association and then only on such terms as the Association may dictate.

7. No outdoor storage of goods, construction materials, or equipment is permitted except during construction on the Lot on which such materials are being stored.

8. No swimming, boating, use of personal flotation devices and all other active recreational use or enjoyment of the drainage ponds, surface water detention ponds and holding ponds in the Subdivision. Neither the declarant nor the Association shall be liable or responsible for any loss, damage or injury to person or property arising out of the authorized or unauthorized use of such bodies of water. Fishing is not permitted in the drainage ponds, surface water detention ponds and holding ponds except as may be permitted by the Rules and Regulations of the Association, the West Virginia Department of Natural Resources and applicable state and federal law.

9. By acceptance of a deed from the Declarant or any successor to Declarant, each Lot Owner covenants and agrees, for and on behalf of himself, his successors and or assigns, to exercise extraordinary care to protect all family, residents, visitors, guests, tenants, invitees, and licensees of the Lot owner from Pond-related hazards of injury to person or property. Children are not permitted in the vicinity of the Ponds unless accompanied and at all times supervised by an adult. The Association covenants and agrees to hold harmless defend and indemnify the Declarant, Association and their successors in ownership of the fee underlying the Ponds, from any injury to person or property as the result of any accident, incident or event occurring in, on, under or around the ponds. Each Lot Owner, by acceptance of a deed covenants and agrees to (a) defend, hold harmless and indemnify the Association and Declarant from any injury to the Lot Owner or the Lot Owner's family, children, guests, invitees and licensees, or their property, as the result of the Ponds, and (b) that Lot Owner will at all times exercise extraordinary care to protect Lot Owner, and all family, residents, visitors, guests, invitees, and licensees of the Lot Owner from Pond-related hazards of injury to person or property.

10. There shall be no use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of Common Elements or other Lots, except for home and vehicle alarm devices used exclusively for security purposes.

11. No use and discharge of firecrackers or fireworks or firearms of any variety. Hunting and trapping are expressly prohibited.

12. No dumping or placement of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any Common Element including any drainage system, drainage ditch or other storm water system serving the Subdivision or any stream or pond therein.

13. No animals or livestock of any description, except the usual household pets, with a limitation of three (3) dogs and three (3) cats, shall be kept on any Lot, and those pets that are kept upon any Lot shall not be permitted to run at large or cause damage or injury to other Lot Owners or their Lot property. Provided that dogs and pets may not be tied, caged or chained on the exterior of any Lot but may be restrained by a physical or electronic fence. Dogs and pets are only permitted on the exterior of a Lot while on leashes and while accompanied by their owners. No more than six (6) animals may be kept on any Lot at any time. The Association is authorized to contract for governmental or private capture and removal from the Subdivision of animals permitted to run at large on a regular basis and to charge all costs of same, and to enforce reasonable fines and penalties against the Lot and Lot Owners to which said animals are associated.

14. No dog breeding nor other commercial animal breeding activity are allowed upon any Lot.

15. No Lot nor any building (or portion thereof) erected thereon shall be used for, or allowed to be the site of, any noxious, offensive or illegal activities, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or neighborhood. No clothes line may be erected unless approved by the Association and situated behind the Lot Owner's Home and not in plain view of the development's roads.

16. Except for advertising by Declarant and its licensees, no commercial signs, including "For Rent," "For Sale," "Garage Sale," or other similar signs shall be erected, placed or maintained on any Lot or on any common area, except with the written permission of the Building Control Committee or except as may be required by legal proceedings in which case such signs shall not exceed four (4) square feet in total placard area. Not more than one political sign or sign advertising or advocating any candidate for public office or political issue may be displayed on, or be visible from, any Lot at any time ("Political Signs"). No Political Signs shall be displayed for a period of more than ten (10) days during any calendar month nor more than ten (10) days before or two (2) days after the election or vote subject of such sign, and all of such signs shall be less than six (6) square feet in total placard area. No signs of any type may be placed or displayed at or near the entrance of the Subdivision without prior consent of the Declarant or Association. Provided however, that Special Advertisements and other signs may be erected, placed or maintained by Declarant pursuant to their Special Declarant's Rights, and/or the Exclusive Broker of the Subdivision selected which shall be appointed by the Declarant. This includes "For Sale" or "For Rent" whether by a Lot Owner or by a Real Estate Agent.

17. Each Lot Owner shall maintain at all times a comprehensive insurance policy insuring his Lot and the improvements thereon against the risk of loss due to fire, casualty or other disaster in an amount equal to at least ninety per cent (90%) of the purchase price of the lot and improvements. In the case of fire, casualty or other disaster, each owner covenants, at the

minimum, Lot Owner agrees to apply all insurance proceeds to the extent necessary to return the Lot to grade. The Lot Owner must supply annual proof of insurance. If the Lot Owner chooses to reconstruct, the Lot Owner shall restore all buildings and landscaping to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Each Lot Owner covenants and agrees to carry a policy of liability insurance and to name therein the Association as an insured party.

18. All lawns must be well maintained (mowed and trimmed) in an attractive condition commensurate with the BCC standards at all times. Any Lot which is sold by Declarant, but not yet built upon, must be maintained in at least as good condition as the Lots owned by Declarant. Special attention must be given to all those areas of vegetation which are visible from roadways. Any area along the roadways which has been seeded by the Declarant must be kept mowed and maintained to the road by the Lot Owner. Unless the Association expressly agrees in writing to maintain any easement, each Lot Owner is obligated to maintain the surface of all easements located on the owner's Lot. A lot must be mowed at a minimum twice a month during the months of May, June, July, August, and September, when the Lot is not built upon, or more often when the grass is too high.

19. There is a posted speed limit of 15 M.P.H. throughout the development and all vehicles, motorized or other, shall at all times adhere to all roadway and traffic regulations promulgated by the Association.

20. If any owner owns antique or unlicensed cars, said cars must be parked in garages.

21. No motor vehicle or vehicle with an engine shall be operated on any non-roadway Common element, path, walkway or trails at any time other than during construction. Unlicensed motor vehicles including, but not limited to, golf carts, go carts, and dirt bikes, may not be operated on any roadway or Common Element. All-terrain vehicles owned by Lot Owners are permitted to be operated only on the roadways.

22. All Lot Owners shall be subject to fine or penalty as a result of violation of any of these restrictions by the Lot Owner's family, friends, guests and invitees. In the event of such an uncured violation the Association may deny the violator non-Lot Owner the right of entry onto and use of the Common Elements of the Subdivision including, but not limited to, the roadways. In such circumstance, the Association may, after proper warning to the Lot Owner, have the non-Lot Owner violator prosecuted or otherwise pursue civil remedies against the violator for trespass on the Association's property.

23. The lot or parcel of land shall not be used for farming purposes, except for one garden for personal consumption of its product by the family residing thereon.

24. Lot owners are required to utilize the main entrance to Twin Oaks at Tygart Estates as the only means of ingress/egress to the lot, unless another entrance has been approved by the HOA.

25. No outside toilet or individual water well shall be constructed on any numbered Lot. All plumbing fixtures, dishwashers or toilets shall be connected to the homeowner's septic system.
26. The Developer, or Homeowners' Association (HOA) shall have the right to construct or maintain drainage on all lots for the preservation of the lots and the community. Driveways, landscaping, or other structures, or alterations to the lot shall not be constructed to impede proper drainage of ground or surface water. In order for a drainage system to be approved, an engineer approved by the Developer and/or the Committee, must review the system.
27. Each Lot Owner shall provide receptacles for garbage in an area not visible from the road or neighboring Lots in accordance with Health Department suggestions or reasonable standards as established by the Declarant, Association, or the City of Grafton.
28. Declarant shall provide appropriate easements for water, gas, and electrical services to each Lot Owner.
29. The utility services provided by the Lot Owner servicing the Lots of said Subdivision are to be constructed underground from the street rights of way to the residential dwellings.
30. No fuel tanks or similar storage receptacles may be installed in or on any Lot, except for those propane tanks that are utilized for the heating of the house.
31. No radio or television aerial or antenna shall be attached to or hung from the exterior of the residence or the roofs thereon, or any part of their property. However, small satellite dishes measuring not more than thirty-six (36) inches in diameter (aka direct broadcast antennas), shall be permitted provided such satellite dish shall be as hidden from view as practicable while allowing for acceptable quality reception. In the event the satellite dish is installed on the ground, it shall be hidden from view with landscaping. The satellite dish may not be installed on a mast that would rise above the roofline of the residence. The Twin Oaks at Tygart Estates Homeowners Association, Inc. may adopt additional rules and regulations governing satellite dishes (aka direct broadcast antennas) so as to encourage installation in a community-friendly manner.
32. Upon the sale of fifty percent (50%) of the lots in Twin Oaks at Tygart Estates, a Homeowner's Association will be created by the lot owners. Lots sold afterwards shall be required to become members of the Homeowner's Association. Unsold lots retained by the Developer shall not be Part of the Homeowner's Association. By-laws of the Homeowner's Association shall be enacted and approved by the membership and officers elected accordingly. Upon the creation of the Homeowner's Association, the maintenance, repair, improvement and snow removal of the streets or roadways of Twin Oaks at Tygart Estates shall be the sole responsibility of the Association.
33. Each lot owner, individually, shall be responsible for maintenance, repair, replacement and keeping in good working order the street lamp and pole located upon his/her lot.

34. The grade and/or elevations of lots shall not be changed without the approval of the Declarant until all lots are sold by Declarant, and thereafter without the approval of the Association and the City of Grafton.

35. All original exterior finishes shall remain the same as they were when the dwelling was first constructed, including but not limited to driveways, shingles, color of shingles, siding, color of siding, paint colors, garage doors, and entrance doors. However, upon approval of 51% of the votes of the Association, one or more of the above items may be changed. Any and all changes shall be dealt with by the Association on a case by case basis.

36. Exterior decorations which are not a part of the original design may be removed by the Association upon a majority vote of the Association.

37. Electricity, phone, and water shall be provided to the owner of each lot by Developer. Lot owner shall bear costs of connecting to these services. All connections shall be partially underground.