

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TWIN SPRINGS ESTATES

The real estate conveyed shall be subject to the following protective covenants and restrictions, which covenants and restrictions are to run with the land:

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns the perpetual right to use, in common with any other person or persons owning any real estate situate in the subdivision, the existing 50 foot wide roadway running throughout said subdivision for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said subdivision. The grantor, its successors and assigns reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.
2. The grantor may assess each tract owner of the subdivision a reasonable sum each year, per tract, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision, and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners within said subdivision, elected by the property owners. Payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said tract, and on or before the 31st day of each year thereafter. When more than one tract owned by a party or parties, in the event of resale of one or more tracts, the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.
3. The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefore, with the right of ingress and egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide on either side of the roadways to be built in the subdivision.
4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months. However, travel trailers and motor homes may be parked on the property when not in use for as long as desired, but no temporary shacks, trailers or basements shall be used as a residence.
5. Minimum size of any residence constructed in said subdivision shall contain at least 1000 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction.
6. All of the tracts in this subdivision shall be used for residential, recreational purposes only, and any garage or barn constructed on any of the tracts in said subdivision must conform generally in appearance and material with any dwelling on the said tracts.
7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision, nor upon any building erected thereon except directional and information signs of the grantor.

8. All materials used for exterior walls of dwellings or buildings shall be of brick, stone, aluminum, masonite, redwood, vinyl or wood siding. No composition asphalt siding or shingles shall be used. All roofs shall be a 4-12 pitch or better.

9. Premises shall be maintained in a neat and orderly manner at all times.

10. There shall be no open discharge or sewage or water and all water and sewage shall be disposed of as directed by the West Virginia Department of Health and no building shall be constructed on any tract until a septic tank permit has been obtained from the State Department of Health.

11. The real estate heretofore conveyed and the tracts in this subdivision shall not be further subdivided without the unanimous consent of all the land owners.

12. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 15 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

13. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means. All garbage and trash shall be kept in covered containers.

14. No rights of way or easements shall be granted or created upon or across owners' acreage except for public utilities, unless developer agrees.

15. Any building constructed of wood must have at least two (2) coats of paint, varnish or stain, unless the wood is of self-sealing nature such as redwood or cedar.

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16. On tracts less than five (5) acres, no building may be constructed within forty (40) feet from center of road which it faces nor closer than forty (40) feet from side of lot.

17. All burning of trash and brush shall be in accordance with the State Fire Regulations.

18. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation.

19. No hunting shall be allowed on any of the tracts in this subdivision.

20. No more than one (1) family dwelling shall be constructed on the lots in this subdivision.

21. No livestock or poultry shall be kept on any of the lots or tracts in this subdivision but this restrictive covenant shall not include domestic animals; however, the owners are strictly liable for any damages caused by their domestic animals.

22. Invalidity of any one of these covenants by judgment or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. Nothing herein is to be construed to prevent the grantors from placing further covenants or easements on any lots or tracts in said subdivision which have not been conveyed by them, however, the grantor cannot exclude, remove or release any pre-existing covenants from said subdivision, and also, may not add any covenants without the consent of a majority of the land owners.

24. No road maintenance is due upon any lots situate upon county road.

25. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

26. At such time as Fifty (50) percent of all the tracts in Twin Springs Estates are sold, the owners of the various tracts in said subdivision shall cause to be incorporated and organized a property owners association which shall henceforth have the responsibility of constructing, maintaining, repairing and reconstructing all roads and ways at Twin Springs Estates, and the grantors herein shall at that time, transfer and assign to said property owners association all funds held by him arising out of the collection of the aforementioned maintenance fees, however, the grantors herein reserve unto themselves the right to use any and all roads or rights of way in and upon said subdivision.

27. There is further reserved unto the grantors herein and all future grantees, the right to use the existing roadways through said subdivision for access to any tracts to be added on to said subdivision in later years. In other words, should the grantor herein choose to enlarge or add on to the existing subdivision, the existing roadways shall be used for said purposes.

28. It is also understood and agreed among all the owners herein that Tract No. One (1) is excluded and is not subject to these restrictions and covenants.



STATE OF WEST VIRGINIA
OFFICE OF THE GOVERNOR
CHARLESTON 25305

CECIL H. UNDERWOOD
GOVERNOR

January 9, 2001

Mr. Terry Alkire, Jr.
Post Office Box 244
Slanesville, West Virginia 25444

Dear Mr. Alkire:

I am pleased to advise you that Clifton Road (Route 972) has become part of the state highway system under the Home Access Roads Program, which I successfully proposed as law during the 1998 session of the Legislature. The Home Access Roads Program is intended to achieve my goal of providing maximum benefits to the taxpayers of West Virginia.

My administration recognizes that many West Virginia taxpayers reside along "orphan" roads that have not been included in the state system and, as a result, are neglected and difficult to use. The Home Access Roads Program sets forth criteria that allow the Division of Highways to include selected "orphan" roads into the state highway system. Inclusion in the state system means the Division of Highways will be able to maintain these roads and provide greater service to the people of West Virginia.

Please direct any inquiries you have regarding maintenance of the road to Richard Patterson, (acting) highway administrator in Hampshire County, at 304 822-4167. A copy of the official West Virginia Division of Highways Commissioner's Order is enclosed.

I am pleased to have been able to work through the Division of Highways to address your important concerns.

Very sincerely,

A handwritten signature in black ink, appearing to read "Cecil H. Underwood", written over a horizontal line.

Cecil H. Underwood

CHU:j

Enclosure