

majority vote, form the said Association's legal entity as they deem advisable and shall elect a Board of Directors and or officers of said Association.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENT

1. The Declarant shall assess initially, for each Lot, One Hundred Dollars (\$100.00) per year for the use, upkeep and maintenance of the rights-of-ways within Town Hill Ranches and the access right-of-way from Jersey Mountain Road, subject to any increase as provided hereinafter.

2. Any assessment made pursuant to this paragraph, including a late fee of Five Dollars (\$5.00), interest at the rate of ten percent (10%) per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be increased by more than a percentage increase not greater than the Cost of Living Index (urban) as published by the Department of Interior, Bureau of Standards. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Town Hill Ranches Property Owners Association and is deemed to covenant and agree to pay One Hundred Dollars (\$100.00) per lot per year, beginning \_\_\_\_\_, 1986, and to pay annually thereafter to the Property Owners Association, to be created as herein set forth, an amount determined by the positive vote of owners of at least two-thirds (2/3) of the lots in said subdivision as necessary for the purpose of maintaining (including the removal of snow and the repairs and improvements of said roadways) the rights-of-ways and roadways shown on the subdivision plat, as the right-of-way from Jersey Mountain Road, across other real estate owned by adjoining land owners to said subdivision. During \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 1986, said Association shall notify each lot owner, in writing, as to the amount of the lot assessment which shall be due and payable by \_\_\_\_\_ 31, 1986. In the event of a resale of one or more parcels in said subdivision, the obligation shall become the obligation of the new owner(s).

If the owner of any Lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Property Owners Association may bring an action at law against the owner personally obligated to pay same and may also sell the lot involved at a public auction after advertisement once a week for four (4) successive weeks, in a newspaper having general circulation in Hampshire County, and after thirty (30) days written notice mailed to the last known address of said owner. Cost of sale shall be paid from the proceeds of sale before the payment of amount involved.

In exchange for Declarant's agreement to maintain said roadways and rights-of-way until \_\_\_\_\_, 1985, the Declarant shall be forever exempt from the payment of said annual assessments and road maintenance and common area assessment fees as to all lots now owned or hereafter acquired.

If any one owner owns two or more adjoining lots, only one assessment shall be payable so long as two or more adjoining are so owned, and only one house is built by said owner of said lots. If any of said lots is thereafter sold or conveyed or improved by an addition dwelling, it shall be subject to separate assessment of \$100.00.

### ARTICLE IV

#### USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area (and must comply with the Hampshire County ordinances relating to erection of signs), and except for directional and informational signs of Declarant.

2. No further subdivision is allowed on any lot.

3. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guest(s).

4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any lot. House trailers may be placed on any lot as long as any Hampshire County regulations with regard to house trailers (mobile homes) are complied with. Setback lines for mobile homes shall be 100 feet from the center line of the subdivision road unless otherwise approved by Declarant or its assigns. Temporary camping trailers may be placed on any lot provided Hampshire County and West Virginia laws concerning temporary camping are complied with.

5. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months.

6. Not more than one single family residence shall be erected on a lot. Permanent residences shall contain a minimum of 320 square feet and seasonal cabins shall contain a minimum of 144 square feet of living area, excluding basement, garage, porch, carport, deck, and overhanging eaves. Seasonal cabins shall be placed in wooded areas only, 100 feet from the centerline of any roadway unless otherwise approved by Declarant or its assigns. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

7. Each lot shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory buildings connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory building shall not be used for temporary sleeping or camping quarters.

(c) Not more than one (1) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association, provided that no pigs or pig pens are allowed within the subdivision.

8. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

9. No building shall be erected closer than forty-five (45) feet from the front property line, nor closer than twenty (20) feet to the side or rear property lines, with the exception that where permitted and two or

more tracts are used together for the consideration of one dwelling, then said twenty (20) foot setback shall apply only to the outside lines. Setbacks for trailers is outlined under #4.

10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia-Hampshire County Health Departments.

11. 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 trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon two-thirds (2/3) vote of the Board of Directors, and after fifteen (15) days notice to the owners of the Property, the Property Owners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high in the form of hay), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

12. The Declarant reserves unto itself, or its assigns, easements for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and sewer, gas and water lines on, over and under a strip of land ten (10) foot wide along all property lines not serving as the centerline for rights-of-ways, and fifteen (15) feet along all the rights-of-ways, in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners.

13. Each lot owner shall have the nonexclusive right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat and the nonexclusive access right-of-way from Jersey Mountain Road across the adjoining land owners as shown on the plat of said subdivision. Said access roadway is subject to common and shared use by the Declarant, its assigns and distributees, and Homer and Nancy Feller their heirs and assigns, and all other adjoining land owners as shown by the records at the Hampshire County Clerk's Office. The lotowners association shall be solely responsible for maintenance of the subdivision roads, and access road across the adjoining tracts.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.

15. The use of any motorcycle, dirt bike, all terrain vehicles, or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.

16. If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute 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 or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

17. The Association, by vote of two-thirds (2/3) of the members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above, may be enforced, in whole or in part, by the Association, and penalties.