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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BENTWOOD ESTATES

THIS DECLARATION, made this 10th day of April, 1997, by WILLIAM M. BENNETT and THELMA E. BENNETT, husband and wife, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community, roads and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance, including snow removal, of said roads and any other common facilities, and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community program and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of West Virginia, as a non-profit, non-stock corporation, Bentwood Estates Homeowner's Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Article II hereunder is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Bentwood Estates Homeowner's Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration, or any Supplemental Declaration, as described in Article II, Section 1, hereof.

(c) "Roads and Other Common Facilities" shall mean the areas of land shown on any recorded subdivision plat of The Properties which is intended to be devoted to the common use of the owners of The Properties.

(d) "Lot" shall mean and refer to any numbered tract or plot of land shown upon any recorded subdivision plat of The Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within The Properties but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure. Developer

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shall not be considered an "Owner" for purposes of those maintenance assessments provided for hereinafter.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

**ARTICLE II**  
**PROPERTIES SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

Section 1. The Properties. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Mill Creek District, Berkeley County, West Virginia, and is more particularly described as follows:

Lot 1 through and including Lot 7 of Bentwood Estates, Section 1, as more particularly shown upon the Final Plat thereof prepared by Truman, Yebemetsky & Roberts, Inc., Surveyors & Engineers, dated September 29, 1995, as revised December 4, 1996, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet No. 7, Slide 39.

AND BEING a part of the same real estate conveyed to William M. Bennett, et al., from J. Lee Van Metre, Jr., Trustee, by deed dated December 27, 1993, recorded in the aforesaid Clerk's office in Deed Book 522, page 105,

all of which real property, and any additions thereto, shall hereafter be referred to as "The Properties."

NO PROPERTY OTHER THAN THAT DESCRIBED ABOVE SHALL BE DEEMED SUBJECT TO THIS DECLARATION UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO. THE DEVELOPER MAY FROM TIME TO TIME, AND IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION, SUBJECT ADDITIONAL REAL PROPERTY TO THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS, LIENS, AND CHARGES HEREIN SET FORTH BY APPROPRIATE REFERENCE HERETO.

Section 2. Additions to The Properties. Additional land may become subject to this Declaration in the following manner:

(a) WITHOUT CONSENT: Additional land may be annexed by the Developer without the consent of members, provided, however, that street widths shall remain substantially the same as those initially constructed, and further provided that the land use restrictions shall remain substantially the same as provided for in this said Declaration.

(b) OTHER ADDITIONS WITH CONSENT. Additional property and common area may be annexed to The Properties with the consent of a majority of each class pursuant to a vote of the Association's members.

(c) SUPPLEMENTARY DECLARATION. The additions authorized under the two preceding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(d) MERGERS. Upon a merger or a consolidation of the Association with another Association as provided in its Articles of Incorporation, the properties, rights, and obligations of the Bentwood Estates Homeowner's Association, Inc., may, by operation of law, be transferred to another surviving or consolidated Association, or alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights

and obligations of the Bentwood Estates Homeowner's Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration with the existing property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by the Declaration within The Properties, except as hereinafter provided.

Section 3. Amendment of Declaration. Developer reserves the right to amend, delete or add to this Declaration of Covenants and Restrictions on an individual basis pursuant to individual purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by the insertion of specific language in individual deeds by the Developer, or by supplementing this Declaration by separate recorded instrument. Developer may also supplement or amend this Declaration on a Property-wide basis at any time by subsequent recorded document, but in no event shall such subsequent recordation apply retroactively to any Lots previously conveyed by Developer.

Section 4. Plat Amendment. Developer, their representatives and assigns, reserves the right to modify the plans of the subdivision plat, to change the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the owner thereof.

Section 5. Reservation of Rights in Road and Other Common Facilities and Development of Future Plans. Developer, for themselves, their successors and assigns, expressly reserve the right to develop future phases and add to the Existing Property at any time and from time to time, although they are not obligated to do so. Developer reserves title to the Road and Other Common Facilities for this purpose, although they are hereby dedicated to the use of the Owners and others permitted by Developer. Developer further reserves the right to utilize and grant the use of the Roads and Other Common Facilities for additional, future development or additions to the Existing Property, to benefit the owners thereof.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member, and further provided that the Developer shall, without regard to the assessments required as set forth herein, be entitled to one membership for each Lot for which they are a record owner of a fee or undivided fee interest.

Section 2. Voting Rights. The Association shall have two classes of voting membership, which shall, except for the distinctions set forth herein, be equal in all respects.

Class A. Class A members shall be all those owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B membership shall be limited to the Developer. The Class B member shall be entitled to three votes for each Lot in which they hold the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

When the Class B membership is converted into a Class A membership, the Developer shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. Once the reclassification of Class B memberships to Class A memberships has taken place, the Class B membership classification shall be permanently dissolved.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Roads and Other Common Facilities, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Open Space. The Developer hereby dedicates the Roads and Other Common Facilities to the Association, subject to Developer's rights to construct improvements thereon and further subject to the common easements set forth in Article II, Section 5, and Sections 1 and 3 hereof. This dedication shall not inhibit convenient use of The Properties' roadways.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of, or any interest in, the Roads and Other Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes for or as to the conditions thereof, shall be effective unless an instrument agreeing to such dedication, transfer, purpose or conditions, signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership, has been recorded, and unless written notice of the proposed agreement and action thereunder is sent to every member at least fifteen (15) days in advance of any action taken.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Except the Developer, each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Nothing herein shall be construed as requiring the Developer to upkeep and maintain the Roads and Other Common Facilities and/or Lots and said Developer shall be exempt from the charges or payment of the fees of the maintenance and upkeep of the Roads and Other Common Facilities, swale areas, ditches, easements and the like within the subdivision or any assessments thereon for the Lots owned by Developer.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the owners of real estate within The Properties and for the improvement and maintenance of Roads and Other Common Facilities devoted to this purpose and related to the use and enjoyment of the said Roads and Other Common Facilities including, but not limited to, the payment of taxes, insurance and expenses for utilities thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, and such other purposes as may be set forth in the Articles of the Association. The Association is also responsible for the maintenance of the stormwater management areas shown on the aforesaid plat.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be \$200.00 per Lot, unless the assessment is changed by a vote of the members as hereinafter provided for the next succeeding three years, and at the end of each such the period of three years, for each

succeeding period of three years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association and subject to the provisions of Section 4, below, fix the actual assessment any year at a lesser amount. The officers and Board of Directors of the Association shall at all times maintain and operate the Association on a non-profit basis. The annual average common expense per Lot, exclusive of optional user fees and any insurance premiums paid by the Association, shall not at any time exceed \$200.00, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114. Any such change in assessments shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days in advance, and shall set forth the purpose of the meeting.

Section 4. Date of Commencement of Annual Assessments. Notwithstanding the above assessment adjustment provisions, no decrease in the assessment amounts shall occur unless the assessment fund bank account reflects a balance of at least eight thousand dollars (\$8,000.00). Further, once deposited, the balance of said account shall never be permitted to drop below the minimum amount of five thousand dollars (\$5,000.00) to ensure the availability of adequate funds for emergency purposes.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on such date as set forth in either the Articles or By-Laws of the Association. Nothing herein shall prevent however, collection of the pro rata assessment amount based upon \$200.00 annually per Lot at closing from purchasers.

Section 6. Partial Period Assessments. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement against each Lot for each assessment period in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by a duly authorized officer of the Association, setting forth whether said assessment has been paid. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Assessment as Personal Obligation of the Owner. If an assessment is not paid on the date when due as aforesaid, such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Section 9. Remedies of the Association. If the assessment is not paid within thirty (30) days after delinquency date, the assessment shall bear interest from the date of delinquency at an annual rate to be fixed by the Board of Directors. The Association or any Owner may bring an action at law against the Owner personally obligated to pay the same, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event

a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lien of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. 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 Roads and Other Common Facilities as defined in Article I, Subsection (c), hereof;
- (c) 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
- (d) all Lots owned by Developer during the period of Developer ownership only.

Section 12. Presumption of Payment After Three Years. Any specific annual assessment which has been due and payable for more than three (3) years shall be conclusively presumed to have been paid, unless legal action to compel payment, or to foreclose on the lien created, or to take other steps in lieu of foreclosure, shall have been initiated prior to the end of the said three-year period.

#### ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Review by Developer or his Designated Representative. Developer expressly intends the maintenance of a traditional development within The Properties; accordingly, all residences shall be designed in an architecturally Traditional, Colonial, Early American or similar style and shall avoid exterior modernism. No building, dwelling, fireplace, fence, wall, private driveway or other structure or construction, temporary or permanent, shall be commenced, erected, placed or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or their designated representative (whether one or more, the "Architectural Control Committee").

Section 2. Contents and Timing of Submission. Such plans and specifications shall include but not be limited to the following information:

- (a) a blueprint, drawing or other rendering showing the style of residential architecture to be constructed, in addition to a floor plan indicating square footage areas; and including front and side elevations. Developer or their designated architectural control representative reserve the right to request a sample of the exterior siding proposed to be incorporated into the residence.
- (b) a layout of the location proposed for the footers for the residence and the driveway including distances in feet from property boundaries and setback lines, and any other features or improvements shown on the Lot on the subdivision plat as aforescribed.

Such plans and specifications shall be sent by mail or shall be personally delivered to the residence of the Developer or their designated representative. In the event said

Developer or their designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Construction Materials and Practices. In new construction, no bare, uncovered, unpainted or untreated foundation cinder block or concrete block may be exposed or visible above ground level. Unsightly accessories such as wash lines and bottled gas tanks shall be screened, installed within accessory buildings or kept out of the view of nearby properties or roadways.

Section 4. Fences. Only the erection of rear Lot or backyard fencing is permitted within The Properties, subject to architectural review as aforesaid, and no front yard fencing is permitted. Fences constructed of chain link, American wire or barbed wire are prohibited. All fencing shall conform to the following height specifications:

- (a) Rear yard fences shall not exceed 5' (i.e., 60") in height;
- (b) Fencing constructed within 25' of the rights-of-way lines of any roadway intersections shall not exceed 2 1/2' (i.e., 30") in height.

ARTICLE VII  
RESIDENTIAL MINIMUM AREA AND USE

Section 1. Residential Minimum Areas. Except as hereinafter specifically provided, all Lots in the Subdivision shall be known and designated as residential Lots, and shall not be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and a private garage attached to the dwelling. All single-story dwellings shall contain not less than 1,600 square feet total minimum area exclusive of porch, basement and garage. Residences with more than one story or level shall contain not less than 2,400 square feet total area, exclusive of porch, basement and garage.

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Developer and their designated representatives reserve the right to adjust and amend the aforesaid size requirements to conform aesthetically and architecturally with The Properties and/or to meet the necessary and reasonable personal requirements of individual Lot owners.

Section 2. Residential Use. Residential Use. No commercial, business or industrial buildings shall be established upon or permitted upon any Lot, and except as hereinafter provided, no commercial, business or industrial use or activity shall be established upon or permitted upon any Lot. Neither this restriction or any other restriction contained in this Declaration of Covenants and Restrictions shall be construed to prevent or prohibit the Developer or any other owner or builder, for either use as their personal residence or for purposes of profit and sale, from erecting, constructing and building any residence or other structure permitted by these restrictions on any Lot in the Subdivision, nor shall said Declaration prevent or prohibit the Developer from erecting, constructing, or building any Roads or Other Common Facilities within the Subdivision.

Section 3. No Further Subdivision. No Lot within the Properties shall be further subdivided, divided or apportioned in any way by sale, gift, devise or other method, except to allow for nominal boundary line adjustments.

ARTICLE VIII  
SETBACK MINIMUMS

Unless and except as otherwise shown and permitted on the recorded plat or plats of The Properties, no building or any part thereof shall be erected on any Lot closer or nearer to any street lines than 20 feet or nearer or closer to any side or rear line or boundary line than 10 feet. Within these setbacks, no structures, plantings or improvements or other materials shall be placed or permitted to remain. The setback area shall be kept as lawn so as not to inhibit access to the roadways.

ARTICLE IX  
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 therefor, 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 (20) feet from the front of each Lot line, ten (10) feet from the rear Lot line and ten (10) feet from the side Lot line of each Lot. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Each road right-of-way, for purposes of such easements, is to be fifty (50) feet in total width, being twenty-five (25) feet on either side of the center line and extending inward from each front Lot line. In the event topography or other conditions are such as to make impractical the inclusion of utilities or drainage facilities within street rights-of-way, perpetual unobstructed easements twenty (20) feet in width for such utilities across property outside street lines and with satisfactory access to the street shall be dedicated by the Developer prior to conveyance of any affected Lots. Within the aforesaid easements, no structures, plantings or improvements or other materials shall be placed or permitted to remain. The easement area shall be kept as lawn so as not to inhibit access to the roadways, and shall be kept free of permanent improvements, trees, shrubbery and/or fences, in order to allow free access to service utilities. Any lot owner violating these provisions undertakes to do so at his or her own risk and is deemed to waive 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. No aboveground utility lines, wires or poles are permitted within the Properties.

ARTICLE X  
NUISANCE

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon 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 Properties at any time.

ARTICLE XI  
MAINTENANCE

All Lots shall be maintained in a neat and sanitary condition. Lawns shall be mown and be presentable, and trees and shrubbery shall be trimmed as needed. The growth of noxious weeds, especially thistle, shall be controlled.

ARTICLE XII  
MOBILE HOMES, TEMPORARY STRUCTURES AND  
OUTBUILDINGS

No mobile homes, campers, trailers, house trailers, mobile double-wides, recreational vehicles or tents, garages, vans or any other temporary structure or outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, nor shall any such structure be so used for or during construction. Nothing herein shall prohibit the construction or use of outbuildings or storage sheds upon any Lot for storage of residential necessities or conveniences; provided, however, that such outbuildings or sheds shall be constructed of new materials, shall be neat and presentable and correspond in general appearance to the dwelling. Structures so conforming shall be permitted upon Lots containing residences and during residential construction upon the Lot only.

ARTICLE XIII  
AGRICULTURAL USE

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purposes. No commercial agricultural operations shall be commenced or permitted to continue within The Properties.



ARTICLE XIV  
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 mowed. No salvage or junk yard operations are permitted within The Properties.

ARTICLE XV  
CONSTRUCTION PERIOD AND DRIVEWAYS

Any residence erected upon any Lot must be completed within one (1) year from the date that excavation of the Lot is commenced. All driveways shall be concreted, black-topped, or paved with other similar substances within two (2) years of said excavation. All driveways shall include at the entrance to the street a culvert at least twenty (20) feet in width and at least twelve (12) inches in diameter. Notwithstanding anything to the contrary herein, the use of culverts at some Lot driveway entrances may be inappropriate, and the Association, acting by and through the Architectural Control Committee, shall have the right to waive the installation requirement as to such culverts upon appropriate Lots.

ARTICLE XVI  
VEHICLES

No junked motor vehicles, unregistered or unlicensed motor vehicles, or motor vehicles not in running condition shall be permitted on any of the Lots. No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be placed, parked, stored or permitted to remain upon any Lot within The Properties unless housed in a garage of the type described in Article VII, Section 1. Such devices and motorcycles shall not be permitted to be driven upon the roads within The Properties unless duly licensed, with mufflers, and then only for ingress and egress. Trailers, campers, camping trailers, recreational vehicles and motor homes shall not be stored on any Lot unless housed in a garage as aforesaid.

ARTICLE XVII  
VEHICLE WEIGHT LIMITS

No dump trucks, commercial road trucks, tractors, or rigs normally used for pulling or hauling trailers, box-trailers, tank trailers, low-boys, flat beds, or other similar vehicles, heavy trucks, truck-type tractors, or other similar vehicles with or without trailers, box trailers, tank trailers, low-boys, flat beds, or other similar vehicles, no matter how propelled, or any pick-up trucks, van truck or similar vehicles having a carrying capacity in excess of one (1) ton, or any construction machinery shall be placed, parked, stored, or permitted to remain upon any Lot or street in The Properties, except for temporary use during construction or repair of any residence or appurtenant structures, streets, utilities, or other common amenities or while actually being used in such construction or repair or for such temporary uses as moving or making deliveries.

ARTICLE XVIII  
ADVERTISING

No advertising signs or billboards of any nature shall be erected, placed or maintained on The Properties, with the exception of a single one square foot address identification sign, builder's job location sign and/or real estate sign offering the premises for sale, none of which exceptions shall exceed four (4) square feet in size. Developer reserves the right to construct property entrance signs and structures of any dimension, and may erect other such signs as necessary on a temporary basis during the marketing of the subject property for sale. All entrance signs shall be conveyed with the Lot upon which the sign is situate and shall not be disturbed by the Lot owner; however, the sign structure shall be maintained by the Association as is necessary and reasonable.

CASTO & HARRIS INC., PRINCIPAL, W. VA. RECORDERS OFF 4030-S-96

ARTICLE XIX  
SATELLITE DISHES AND ANTENNAS

No television receivers in the form of satellite dishes exceeding 18 inches in diameter shall be erected or maintained upon any Lot within The Properties at any time, and any such satellite dishes permitted shall be screened from view by appropriate plantings or other methods of maintaining the aesthetics of the surroundings. Straight aerial antennas are permitted but shall be anchored to the residence in the rear.

ARTICLE XX  
SEWAGE DISPOSAL

All septic systems and sewage disposal systems shall be approved by the West Virginia Health Department or such other regulatory agency as shall have jurisdiction over such matters.

ARTICLE XXI  
STORM WATER MANAGEMENT

All residential construction upon the Lots must conform to the storm water management and sediment erosion control requirements of the Berkeley County Planning Commission Subdivision Regulations and future amendments or counterparts thereto.

ARTICLE XXII  
DRAINAGE EASEMENTS

The drainage easements and stormwater management areas situate upon Lots 1 and 2, as well as the 10-foot drainage easement areas shown on the aforesaid plat, are reserved and shall not be disturbed, barricaded or filled. The Association shall maintain the said stormwater management areas.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenants and Restrictions to be executed on the date and year first above written.

*William M. Bennett*  
WILLIAM M. BENNETT

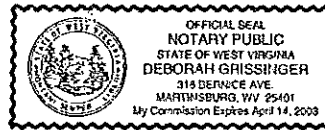
*Thelma E. Bennett*  
THELMA E. BENNETT

STATE OF WEST VIRGINIA  
COUNTY OF BERKELEY, to-wit;

The foregoing instrument was acknowledged before me this 10th day of April, 1997,  
by William M. Bennett and Thelma E. Bennett, husband and wife.

*Deborah G. Hissinger*  
NOTARY PUBLIC

My commission expires:  
April 14, 2003



THIS DOCUMENT WAS PREPARED BY:

M. Shannon Brown  
BOWLES, RICE, McDAVID, GRAFF & LOVE  
105 W. Burke Street  
Post Office Drawer 1419  
Martinsburg, WV 25401  
39838

STATE OF WEST VIRGINIA, COUNTY OF BERKELEY SS:-

ON APR. 14, 1997 THE FOREGOING DOCUMENT WAS PRODUCED IN THIS OFFICE & DULY  
ADMITTED TO RECORD AT 4:10 PM  
TESTE: JOHN W. SMALL, JR., CLERK OF SAID COMMISSION.