

STATE OF WEST VIRGINIA

COUNTY OF RALEIGH

**RESTRICTIVE COVENANTS
THE WOODLANDS VILLAGE**

- 1. All portions of the areas subject to these restrictions shall be used for residential purposes.**
- 2. No portion of the property subject to these covenants or any improvements(s) thereon or any interest(s) therein shall be utilized (to include, without limitation, the sale, lease or rental thereof) on a time-sharing or interval ownership basis.**
- 3. No structure of any nature (including, but not limited to, houses, bath houses, outbuildings, and fences) shall be erected, altered or placed on any lot until the building plans (including exterior designs, specifications and plans showing the location of such structure on the lot) have been approved in writing by The Woodlands Property Owners Association Architectural Review Board, its successors or assigns, provided, however, that such corporation, its successors or assigns, must give written response to any request for approval within forty five (45) days from the date of receipt of such request, and its failure to do so shall constitute approval. Should the request be disapproved, the reason or reasons for such disapproval must be stated in full. The refusal to approve said plans, location or specifications may be for any reason, including purely aesthetic grounds, which The Woodlands Property Owners Association Architectural Review Board in its sole and uncontradicted discretion, may deem sufficient.**
- 4. All areas within the subdivision are designated as residential lots and multi-unit residential structures shall not be constructed on any residential lots or other areas of the premises.**
- 5. No residential dwelling unit shall be erected, altered or placed on any residential lot other than a single family/unit structure not to exceed two (2) stories in height. One accessory building may include a private garage, provided the use of such accessory building may not include any activity in any manner connected with a business. All dwelling units and accessory buildings must be dried in with exterior completed and finished and the adjacent areas cleaned (debris, trash and**

building materials removed) and graded within eight (8) months after construction thereof is begun.

6. Residential structures shall contain not less than one thousand eight hundred (1,800) square feet of heated living space on the ground floor level, exclusive of porches and/or garages, or shall contain a minimum of two thousand (2,000) square feet of heated living area on two levels with at least sixty percent on the ground level and the ground level shall be a minimum of eighteen hundred (1,800) square feet in area which may include an attached, fully enclosed garage. All structures shall be of permanent design, shall have a fire resistant roof, and the exterior shall be finished and decorated in an attractive manner.
7. Woodland Properties, LLC shall have exclusive rights and control of all enforcement activities and revisions to any matter regarding these protective covenants until such time as all lots within the subdivision are sold or until Woodlands Properties, LLC makes the determination to transfer enforcement and revision rights to the Woodlands Property Owners Association. After said enforcement and revision rights have been transferred, The Woodlands Property Owners Association may amend (but not cancel, terminate or release) these covenants to accommodate hardship situations and changes in circumstances provided, however, that any such amendment must be generally consistent with the covenants herein contained and compatible with the general scheme of development which these covenants are intended to perpetuate and create. It may also modify, amend, cancel, terminate or release these covenants, in whole or in part, with the written consent of the property owners who represent a minimum of sixty seven percent of the votes held by all of the property owners. For the purposes of these covenants, there shall be one vote allocated to each lot shown on the attached subdivision map. The property owner(s) of each lot shall have one vote per lot owned.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort or annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as will necessarily diminish or

destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No lot shall be subdivided, or its boundary lines changed, except with the written consent of The Woodlands Property Owners Association.
11. The Woodlands Property Owners Association hereby reserves unto itself, its successors or assigns, a perpetual alienable, transferable, and releasable easement and right on, over and under ground to direct maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewerage, water or other public convenience or utilities on, in, or over the rear ten (10) feet of each lot and ten (10) feet along the side of each lot, together with the right of ingress and egress for the installation, repair and maintenance of such utilities and public conveniences.
12. No fire arms of any variety shall be discharged upon, or in close proximity to, the area subject to these covenants.
13. It shall be the responsibility of the owner of each lot and area subject to these covenants to prevent the development and/or accumulation of any unclean, unsightly or unkempt conditions thereon which shall tend to detract from the beauty of the neighborhood as a whole or the specific lot or area. In the event the owner of such lot or area permits or suffers the accumulation of debris or the growth of underbrush in excess of two (2) feet and, on request, fails to have the premises cleaned up and/or cut within thirty (30) days after such requests, agents of The Woodlands Property Owners Association shall cut and/or clean the lot or area at the owner's expense, provided, however, that this expense must be reasonable in relation to the time, personnel and equipment involved.
14. No commercial signs shall be erected or maintained on any lot.
15. Except for purposes of irrigation and to supply water source, heat pump systems, no private water wells may be

drilled or maintained on any lot or area subject to these covenants so long as The Woodlands Property Owners Association, its agents, successors or assigns, maintain a water service line within fifty (50) feet thereof, with an average daily water pressure in such line adequate for normal household use of the dwelling unit(s) served by such distribution line. No septic tank shall be permitted on any lot or area subject to these covenants where sewerage lines are maintained within fifty (50) feet thereof. In those areas where there are no sewerage lines available, all sewerage disposal shall be by means of septic tank approved by the West Virginia Department of Health and Environmental Protection or other proper public health authorities, a letter or certificate from such authority being sufficient proof of this requirement. Each dwelling unit connected to a septic as a result of the unavailability of sewerage lines shall be disconnected from the septic tank and connected to the sewerage line not later than twelve (12) months after the sewerage lines are made available. Under no circumstances will sewerage be emptied or discharged into any waters.

16. No large trees (diameter six (6) inches or larger) may be removed without the written approval of The Woodlands Property Owners Association unless located within ten (10) feet of a dwelling unit.
17. In order to provide a permanent fund to maintain the landscape and in general provide those services important to the development and preservation of an attractive overall community appearance, each owner of a lot or area subject to these covenants shall pay annually to the The Woodlands Property Owners Association the sum of One Hundred Dollars (\$100.00) Dollars. These assessment payments shall be placed and maintained in a separate escrow account to be administered by The Woodlands Property Owners Association who is authorized to take any and all action necessary for the use and benefit of the subdivision. The annual assessment hereby imposed and those payments due under this paragraph of these covenants shall be due and payable on November 1 of each year and shall be delinquent if not paid by December 30. The Woodlands Property Owners Association shall provide an annual accounting of these funds to the members of The Woodlands Property Owners Association by January 30. This accounting shall identify, by name and address, any property owner who is delinquent for the accounting period. Should an action, including but not limited to property liens, be brought to collect a delinquent payment or assessment, the property owner(s) owing it shall be responsible for all costs of

collection, including service and filing costs and reasonable attorneys fees.

18. The owner of each dwelling unit shall provide covered receptacles for garbage in a screened area not generally visible from the road or provide underground, covered receptacles, or like facility, in accordance with reasonable standards established by The Woodlands Property Owners Association.
19. Fences may be constructed on the rear entrance side of the dwelling and may not exceed four (4) feet in height (provided, however, a fence may exceed four (4) feet in height if required for insurance purposes to surround in-ground pools). The front entrance side of the dwelling is defined as that side of the dwelling that faces the street. All wood materials are to meet specifications for exterior use prior to on-sight weather treatment. All posts are to be set in concrete, and concrete shall be set below the freeze line for this area. Any and all finished design of fencing must blend with the natural environment and be aesthetic. However, prior to such fence construction, the lot owner must obtain approval for the type of fencing to be installed and the configuration of the proposed fence from The Woodlands Property Owners Association. If a fence is installed without first obtaining the written approval from The Woodlands Property Owners Association then The Woodlands Property Owners Association reserves the right to have the fence removed at the property owner's expense.
20. The use and or operation of All Terrain Vehicles (ATV's), or any unlicensed or uninsured motorized vehicle is strictly prohibited within the boundaries of the subdivision. Only those motorcycles with a noise level that does not exceed eighty decibels when measured a distance of ten feet from said motorcycle shall be operated in the subdivision. Motorized vehicles being used primarily for the construction and maintenance of homes or lots within the subdivision are excepted from the provision.
21. Any vehicles, other than licensed passenger cars, and passenger trucks, may not be parked or stored within the boundary of the subdivision unless same is stored in an enclosed and approved structure. The intent of this paragraph is to prevent the operation of, but allow the storage of, unauthorized vehicles such as boats, boat trailers, motorized homes, mobile homes, ATV's, campers, etc. within the boundaries of the subdivision provided that such unauthorized vehicles shall be stored in an enclosed structure

- whose construction has been approved by the Woodlands Property Owners Association Architectural Review Board.
22. No residential structure shall be constructed less than ten (10) feet from any side lot line or twenty-five (25) feet from the rear lot line or less than twenty-five (25) feet from the front lot line. In event the setback limits must comply with the applicable standards imposed by the City of Beckley, WV.
 23. All houses must have a paved, concrete, or brick driveway of not less than 800 square feet in area that allows for off street parking of at least four vehicles. On street parking is strictly prohibited.
 24. Driveways and final landscaping must be completed within six weeks after the dwelling is approved for occupancy, but in no event more than nine months and two weeks after initial construction of the dwelling has begun.
 25. In the event of violation of any of the restrictions, covenants and conditions herein contained and such violation remaining uncorrected for a period of forty five (45) days after written notification to the property owner, the Property Owners Association or any property owner, can take legal action to enforce correction, including, but not limited to, extraordinary remedies. These restrictions inure to the benefit of all property owners and, consequently, may, but need not, be enforced by The Woodlands Property Owners Association, its successors or assigns, or by the owner(s) of any property subject to them. In any action brought to enforce the covenants, the prevailing party shall be entitled to recover from the other all costs of the proceeding, including attorney fees.
 26. The word "Approval" hereinabove referenced means that the Association, in its sole discretion, may make such determination on a case by case basis and may unreasonably withhold such approval.
 27. Notwithstanding anything to the contrary, Woodland Properties, LLC or its successors, or assigns, specifically reserves the right to make contiguous real estate subject to the terms and conditions of these covenants at any time without permission of the Association or the current members.
 28. All new structures shall conform to the requirements set forth in the deeds from the developer, Woodland Properties, LLC.
 29. All outbuildings, garages, or similar structures shall conform to local building codes, shall be constructed on a solid foundation (either masonry or concrete) and shall coordinate with the structural style of the owner's residence.

30. Pools (swimming pools and decorative ponds) are to be of in-ground style.
31. Outdoor decorative ornaments, such as fountains, statues, gazebos and similar structures, are to be located in side yard or back yard areas. These, too, must be aesthetic and blend with main residence in style and color. They shall not block view or be offensive to neighbors.
32. No antenna or other device for the transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any residential lot without the written approval of the Woodlands Property Owners Association's Board of Directors or its designated Architectural Review Board. Provided, however, that no more than one (1) satellite dish antenna may be installed and maintained on any residential lot without the necessity of written consent if:
- (a) the dish as installed is not visible from neighboring lots, streets, or common areas, or
 - (b) the lot owner, prior to installation, has received the written consent of the owners of all lots who would have views of the installation from their lots; or
 - (c) the dish antenna is disguised to resemble and is, in fact, visually indistinguishable from structures, devices or improvements otherwise allowed in the community and/or by these covenants.

DATED: October 30, 2006

IN THE PRESENCE OF: THE WOODLANDS PROPERTY OWNERS
ASSOCIATION

[Signature]

Janet Rakal

BY: [Signature] - President

CONSTRUCTION STANDARDS CHECK LIST

1. Minimum clearance - 25' from rear, 25' from front, 10' from sides or in accordance with the standards required by the City of Beckley, WV. _____
2. Minimum square footage of heated area - 1800. _____
3. Effect on adjacent properties and compliance with stormwater control Regulations. _____
4. Construction details - type of material. _____
5. Maximum two stories high. _____
6. All permits on file with The Woodlands Property Owners Association _____
7. Tree removal - all trees in construction area plus 10' zone around building. Any other trees over 6" in diameter require specific approval prior to removal. _____
8. Lot not to be cleared until all permits on file with The Woodlands Property Owners Association, plans approved and not more than 30 days prior to start of construction. _____
9. Approval based on plans submitted. Any external changes require re-approval. _____
10. Roof must be fire-retardant. _____
11. Sign and date all pages of drawings. _____
12. Calculate % of land occupancy.
Total sq. ft. area of all parts of house, including porch, garage and any accessory building, divided by total sq. ft. of lot area. Recommended maximum % of land occupancy 35%. _____
13. Termite treatment specified.
Treat ground - use treated lumber near ground. _____
14. Brick foundations. Minimum four roof planes & six house corners _____
15. Approval limited to 1 year from approval date. _____
16. Copy of current Restrictive Covenants. _____