

DECLARATION OF PROTECTIVE COVENANTS

AND RESERVATIONS FOR

COURTYARD ESTATES

A RESIDENTIAL SUBDIVISION IN

WINFIELD, PUTNAM COUNTY, WEST VIRGINIA

WHEREAS, COURTYARD DEVELOPERS, LLC, hereinafter referred to as “Developer”, is the owner of certain tracts or parcels of real estate situate in Winfield, Putnam County, West Virginia; and

WHEREAS, the Developer has laid out a general plan for subdividing said real estate into lots and streets which is known as COURTYARD ESTATES, as shown upon that certain map entitled, “Final Survey, Phase 1 Courtyard Estates Valley Street, Winfield, West Virginia” Scale 1” = 40’, prepared by Roger K. Randolph, Licensed Professional Surveyor, No. 1346 of Randolph Engineering Company, Inc., dated 06-12-08, a copy of said map being of record in the Plat Cabinet E at Slide 18 in the Office of the Clerk of the County Commission of Putnam County, West Virginia; and

WHEREAS, Developer deems it to be in the best interest of future homeowners and residents of Courtyard Estates to establish an association to be created and incorporated as Courtyard Estates Homeowners Association, Inc., a non-profit West Virginia Corporation, with the lot owners being the initial board members to provide for the maintenance and preservation of the roadways, drains or other areas which may come under its control, and to do such other

acts as may be specified herein, and which corporation shall administer and enforce the provisions of this Declaration to effect this end; and,

WHEREAS, Developer desires to impose certain protective covenants, conditions, restrictions, reservations and easement as herein set forth.

ARTICLE I. HOMEOWNERS ASSOCIATION

SECTION I: Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Courtyard Estates Homeowners Association, Inc. (the "Association"). Such owners and members shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Each member shall have one vote with respect to each lot owned by such member and the Developer shall have one vote for each lot owned by the Developer.

SECTION II: Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including without limitation, and open spaces, entrances, streets, rights-of way, medians (even where located in publicly dedicated rights-of-way), storm drains, basins, detention pond system and landscaping

located thereon. The Association shall maintain the common easement areas described in the preceding sentence, including landscaping in those areas and mowing grass in the area at any entrance to the subdivision or rights-of ways. All swales, ditches, culverts and other instruments of drainage shall remain open and clear of debris at all times.

ARTICLE II. ASSESSMENTS

SECTION I: Assessments: Creation of the lien and Personal Obligation. Each lot owner, with the exception of the Developers, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, said assessments to be established and collected as provided in this Article. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each said assessment is made. Each said assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by the successor in title.

SECTION II: Purpose of Assessments

The assessments collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements

and additions, the cost of labor, equipment, materials, management and supervision, payment to taxes assessed against common areas, the procurement and maintenance of insurance and in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and for such other needs as may arise.

SECTION III: Annual Assessments. The annual average common expense liability of all lots, exclusive of optional user fees and any insurance premiums paid by the Association shall not exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to section 1-114 of the West Virginia Uniform Common Interest Ownership Act.

SECTION IV: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such special assessment shall be approved by a majority vote of the lot owners pursuant to the Association's Bylaws.

SECTION V: Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

SECTION VI: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot was transferred. All annual and special assessments as

provided for herein shall be paid within thirty (30) days of the date due as established by the Board of Directors of the Association.

SECTION VII: Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid by the due date shall be subject to a late charge as determined by the Board of Directors of the Association. The Association may bring an action at law against the owner personally obligated to pay the assessment, and may collect interest, costs and reasonable attorney fees of such action. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the common areas or abandonment of a lot.

ARTICLE III. RESTRICTIVE COVENANTS

1. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer.
2. All lots shall be used for residential purposes. No residential dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed 2 ½ stories in height and must have at least a two car garage and not more than a four car garage. A detached garage and a detached storage building shall be permitted as long as they are constructed from the same exterior materials as used on the dwelling and has received approval from the Developer.
3. No residential dwelling shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structure have been approved by the Developer. Construction of the dwelling shall be completed within eight (8) months from starting date.

4. No dwelling shall be permitted on any lot with usable, heated living space of less than Two-Thousand Two-Hundred (2,200) square feet. No mobile homes, modular homes, sectional homes, or any other manufactured homes, shall be permitted in Courtyard Estates. The front of all dwellings shall be constructed of brick, Hardie board (or a comparable cement siding), stone, or stucco (including EIFS synthetic stucco). The remainder of each dwelling (sides and back) may be constructed of brick, stone, Hardie board (or a comparable cement siding), stucco (including EIFS/ synthetic stucco) or vinyl siding. Vinyl siding shall not be used on the front of a dwelling and is restricted in use to no more than 75% of the dwelling. The vinyl siding exclusions shall not apply to gables on the front of a two-story dwelling. All front doors shall only be constructed of solid wood, or fiberglass. No steel front entry doors. All windows must be vinyl or aluminum clad wooden double hung windows.
5. No dwelling shall be located nearer than twenty feet (20') to the front lot line. All dwellings, and improvements, including attached garages and porches and all detached storage buildings, shall be situated on each lot so as to have equal side yards, but in no event shall any dwelling, garage, porch, or detached storage building be located nearer than seven and one-half feet (7 1/2') to a side lot line, nor nearer than twenty-five feet (25') to a rear lot line. For the purpose of these covenants, eaves and steps shall not be considered as a part of a dwelling; provided that this shall not be construed to permit any portion of a dwelling to encroach upon another lot.
6. No fence shall be placed or constructed nearer to any street within the subdivision than the rear wall of the dwelling structure. All fences and walls facing streets shall be constructed of brick, cedar, iron, redwood, stone, or vinyl materials. Chain link fences

- are strictly prohibited within the subdivision. All fences shall be constructed with fence posts facing to the inside of each lot.
7. Satellite dishes three feet (3') or smaller shall be permitted at a discrete location on the dwelling upon approval by the Board of Directors of the Association.
 8. All driveways shall be constructed of concrete.
 9. Every lot shall contain one (1) mail box container constructed of brick with a slate top to match the dwelling and shall include an attached dusk-to-dawn light fixture. The said column shall be 54" high, 25' x 25" in width and have a 28" X 28" slate top. The mailbox container shall be located adjacent to the driveway for each lot and the street.
 10. Individual garage and yard sales are prohibited. One community-wide garage and yard sale shall be permitted for each calendar year as established by the Board of Directors of the Association.
 11. The use of exposed cinder block, for any purpose within the subdivision is prohibited.
 12. Oil, gas and mining operations are prohibited.
 13. No signs of any kind shall be displayed on any lot except one sign of not more than five square feet advertising the property for sale or rent, and signs used by the Developer to advertise the property during construction and sales periods.
 14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 15. No structure of a temporary character, trailer, boat, tent, shack, garage, barn or other outbuilding shall be placed on any lot at any time as a temporary or permanent residence or other appurtenant structure.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and or other household pets may be kept on a leash so as not to become a nuisance or annoyance to other lot owners.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. Incinerators are prohibited. Equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition. Trash shall be placed at the curb for collection no sooner than the night before the day of scheduled trash pickup and shall be contained in trash cans. All lots must be maintained by lot owners. Any lot not maintained as specified herein may be serviced by the Developer and a reasonable fee be charged to the lot owner for the services rendered.
18. All lots shall be kept free of clutter, garbage or trash of any type at all times. All streets are to be kept free of dirt and debris. If removal of said clutter, garbage, trash, dirt and debris is performed by the Developer, a reasonable fee shall be charged to the lot owner.
19. Every lot owner shall provide off-street parking for all vehicles owned and kept at each lot. No on-street parking shall be permitted except for occasional use by visitors to a lot owner. All vehicles owned or maintained by a lot owner shall be in operable condition and not stripped, partially wrecked and no junked vehicles, or any part thereof, shall be permitted to be parked or kept on any lot or street.
20. No recreational motorized vehicle shall be permitted to be parked on the streets of the subdivision. No recreational motorized vehicle shall be parked or stored on any lot in the subdivision.

21. Only such trees as are necessary for construction of a house, garage, and the reasonable use of a yard, may be removed or cut from any lot. However, it shall be the responsibility of each lot owner to promptly remove dead or diseased trees and vegetation from a lot. It being the intention of the Developer to preserve and maintain the wooded nature and aesthetic value of the land.
22. All governmental building codes, health regulations, zoning restrictions and planning regulations, applicable to the lots within the subdivision, shall be observed by every lot owner. In the event of any conflict between any provision of any governmental code, regulation or restriction and any provision of these covenants, the more restrictive provision shall apply.
23. No dwelling, or part thereof, or lot shall be used for business purposes of any nature, for profit or non-profit. Dwellings and lots shall be used for residential purposes only.
24. No recreational motorized vehicle is permitted on any street except as a conveyance to and from a lot. The use of non-licensed vehicles, such as four wheelers, is strictly prohibited.

ARTICLE IV. RESERVATIONS

1. The Developer reserves unto itself, its successors and assigns a right of way and easement eight feet (8') in width along the front lot lines for the purpose of constructing, maintaining, repairing lines for utilities and water drainage, but such easements shall not be used in such a manner as to unreasonably disturb or damage any lot. Other easements for installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plats.

2. The Developer reserves the right to grant to others both in and out of Courtyard Estates, the use and enjoyment of the streets in said subdivision, as the same now exist or may hereafter created. All streets may be used by the owners of the lots in Courtyard Estates in common with the Developer, its assigns and successors in title.
3. The Developer reserves the right to grant and convey the streets, roads or rights of way in Courtyard Estates to a nonprofit corporation, municipality or public utility corporation. Any such conveyance shall be made subject to the rights previously granted unto the owners of lots in said subdivision.
4. The Developer reserves the right to grant such easements and rights of way as may be deemed necessary for the proper installation of gas, water, sewer, electrical, cable television, telephone or other utility lines, over, across or under the streets of said subdivision as may be necessary to assure the proper development of Courtyard Estates.
5. The Developer reserves the right to revise the plat (or plats) of Courtyard Estates for the purpose of making minor boundary line adjustments regarding lots owned by the Developer.
6. The Developer reserves the right to amend, alter or change these covenants and restrictions unilaterally, for a period of three (3) years after its recordation.

ARTICLE V. GENERAL PROVISIONS

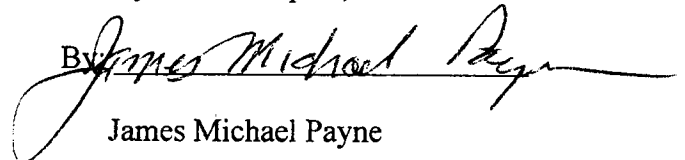
1. ENFORCEMENT: The Developer or any lot owner shall have the right to enforce by civil action all restrictions, conditions, covenants and reservations now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or order of the Court shall in no way affect any other provision which shall remain in full force and effect.
3. PROPERTY OWNER LIMITATIONS: No lot owner, without the prior written approval of the Developer, its successors or assigns, may impose any additional covenants or restrictions on any part of the land in Courtyard Estates, as shown upon the aforesaid map or as shown upon any future map which may be prepared and recorded.
4. TERM: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of thirty (30) years each, unless a written agreement executed by the then owner of two-thirds (2/3) of the lots within Courtyard Estates shall be recorded in the Office of the Clerk of the County Commission of Putnam County, West Virginia, and which by said written agreement, any of these covenants and restrictions provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the lots.

WITNESS, the following signatures and seals on this the ____ day of June, 2013.

Courtyard Developers, LLC

By: 
James Michael Payne

Its: Member

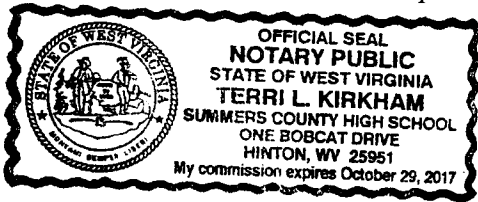
By: Jean Ann Young
Jean Ann Young

Its: Member

STATE OF WEST VIRGINIA

I, Terri Kirkham, a Notary Public in the State of West Virginia, do hereby certify that **JAMES MICHAEL PAYNE**, whose name is signed to the foregoing writing bearing date the 20th day of February, 2014, has this day acknowledged the same before me. Given under my hand this 20th day of February, 2014.

My commission expires 10-29-2017.

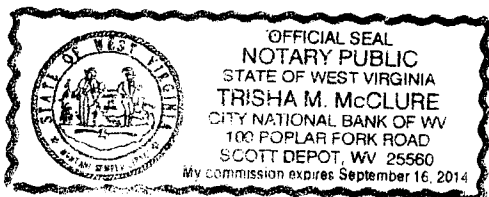


Terri L. Kirkham
NOTARY PUBLIC

STATE OF WEST VIRGINIA

I, Trisha McClure, a Notary Public in the State of West Virginia, do hereby certify that **JEAN ANN YOUNG**, whose name is signed to the foregoing writing bearing date the 21st day of February, 2014, has this day acknowledged the same before me. Given under my hand this 21st day of February, 2014.

My commission expires Sept-16-2014.



Trisha M. McClure
NOTARY PUBLIC