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**DECLARATION OF EASEMENTS, COVENANTS, RESERVATIONS,
CONDITIONS AND RESTRICTIONS
APPLICABLE TO**

WINDWOOD VILLAGE,

**A PLANNED COMMUNITY,
MORGAN DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA**

**THIS DECLARATION, Made this 18th day of July, 1995, by C&S CON-
STRUCTION, a West Virginia General Partnership, hereinafter called "Declarant".**

**WHEREAS, Declarant desires to file this Declaration of Easements, Covenants,
Reservations, Conditions and Restrictions to create a Common Interest Community.**

**NOW, THEREFORE, the Declarant as the owner of real estate located in Morgan
District, Monongalia County, West Virginia, has filed a plat of WINDWOOD VILLAGE, a
Planned Community, Phase I, in the office of the Clerk of the County Commission of
Monongalia County, West Virginia in Map Cabinet No. 3, Envelope 3B, which plat is
incorporated herein and made a part hereof by reference, and declared to be the official plat of
said Windwood Village, a Planned Community, Phase I.**

**The Declarant further declares that this Declaration of Easements, Covenants,
Reservations, Conditions and Restrictions shall be applicable to WINDWOOD VILLAGE, a
Planned Community.**

**For the purpose of enhancing and protecting the value, attractiveness and
desirability of the units constituting WINDWOOD VILLAGE, Declarant hereby declares that all
of the real property described on the plat filed in Map Cabinet No. 3, Envelope 3B, and each part
thereof shall be held, sold, and conveyed only subject to the following easements, covenants,
reservations, conditions, and restrictions, which shall constitute covenants running with the land
and shall be binding on all parties having any right, title, or interest in the above described
property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit
of each owner thereof.**

I. DEFINITIONS

**1. "Association" shall mean and refer to the Windwood Village Owners
Association, Inc., its successors and assigns.**

**2. "Common Elements" shall mean all real property owned by the Association
for the common use and enjoyment of the Owners. The Common Elements to be owned by the
Association shall include, but not be limited to, the streets and utility easements, and other areas
so designated.**

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3. "Declarant" shall mean C&S Construction and its successors, and assigns.
4. "Unit" shall mean any numbered lot, together with the improvements thereon, within said Planned Community as shown on the Plat filed in Map Cabinet No. 3, Envelope 3B, and on plats of future phases of said Planned Community, to be recorded as the Units are designated and constructed, which total units shall not exceed Eighty (80) in number.
5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, driveways, parking areas, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.
6. "Member" shall mean every person or entity who holds membership in the Association.
7. "Mortgage" shall mean a conventional mortgage or a deed of trust.
8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.
9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is part of the Planned Community, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.
10. "Planned Community" shall mean the real property described on the Windwood Village Plat, which is a common interest community pursuant to Chapter 36 of the West Virginia Code.
11. "Plat" shall mean the plat of Windwood Village filed in the Office of the Clerk of the County Commission of Monongalia County, West Virginia in Map Cabinet 3, Envelope 3B and plats of future phases of said Planned Community.

II. MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

1. Every Owner of a Unit shall be a Member of the Windwood Village Owners Association, Inc. a non-profit corporation, formed or to be formed by the Declarant, and membership shall be appurtenant to and may not be separated from ownership of a Unit.

2. The members of the Association shall be entitled to one vote for each Unit owned. When more than one person holds an interest in a given Unit, all such persons shall be members and the vote for such Unit shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Unit owned.

III. ASSESSMENTS

1. Declarant hereby covenants for each Unit within the Planned Community, and each Owner of a Unit is hereby deemed to covenant by acceptance of his deed for such Unit, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements or maintenance. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each Unit together with interest, costs and reasonable attorneys' fees and shall also be the personal obligation of the person or persons who owned the Unit at the time the assessment became due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

2. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Planned Community and for the improvement and maintenance of the Common Elements within the Planned Community. Annual assessments shall include, and the Association may acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the Common Elements, including but not limited to snow removal services.

(b) Any necessary utility service for the Common Elements.

(c) Liability insurance insuring the Association against any and all liability to the public, to any owners, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Elements. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the board of directors of the Association.

(d) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Elements, for the benefit of Unit owners or for the enforcement of these restrictions.

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THE DECLARANT SHALL NOT BE REQUIRED TO PAY ANNUAL ASSESSMENTS FOR UNITS WHICH DECLARANT OWNS WITHIN THE PLANNED COMMUNITY.

3. The initial annual assessment shall be Three Hundred Fifty Dollars (\$350.00). The board of directors of the Association may from time to time change the annual assessment to an amount necessary to pay for the expenses described in the preceding paragraph 2, but the annual average expense liability shall not exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to Chapter 36B-1-114 of the West Virginia Code. The annual assessment may not be increased during the period of Declarant's control except by consent of all Unit Owners.

4. In addition to the annual assessments authorized above, the Association may levy in any assessment year:

(a) a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a Common Element, including fixtures and personal property related thereto. Any such assessment must be approved by a majority vote of the Members other than the Declarant.

(b) a special assessment on any Unit for the cost of maintenance which the Declarant or Association may perform as a result of the Owner's failure to maintain the Unit as required by this Declaration. Any such assessment may be made only if the Owner has been given notice to perform such maintenance and has failed to do so within thirty (30) days.

5. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of Ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. The Owner may not waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his unit.

6. The assessment lien provided for herein shall be subordinate to the lien of any first Mortgage. No sale or transfer shall relieve such Unit from liability for any assessments or from the lien thereof.

IV. EASEMENTS

1. Every Owner of a Unit shall have a right and easement of enjoyment in and to the streets and any interest in the other Common Elements, which shall be appurtenant to and shall pass with the title to such Unit, subject to the following rights of the Association:

(a) The right to suspend the right to use the Common Elements and the voting rights of any Owner for periods during which assessments against his Unit remain unpaid, and

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the right, after hearing by the board of directors, to suspend such rights for any infraction of the rules and regulations of the Association;

(b) The right to dedicate or transfer all or any part of the Common Elements, including but not limited to the streets, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by a majority vote of the Members agreeing to such dedication or transfer has been duly recorded.

2. The Declarant and/or Association shall have the following rights and easements which shall be binding on all Owners, their successors and assigns:

(a) Easements for installation and maintenance of utility services and drainage facilities are hereby reserved to the Declarant and the Association. These easements shall include the Common Elements, the areas shown on the official plat of Windwood Village and areas five feet in width along each Unit line except those lines between adjoining improvements. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. Such easements shall at all times be open and accessible to public and quasi-public utilities, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements are reserved.

(b) Easements for the performance of all Maintenance of the Units as may be expressly assumed by the Declarant or Association or as may be required to be performed by the Declarant or Association as a result of the Owner's failure to maintain the Unit as required by this Declaration.

V. USE RESTRICTIONS

1. No structure shall be occupied and used for other than single family residential purposes or by more than three unrelated persons, and no trade or business shall be conducted therein.

2. No tent, shack, trailer, basement, garage, out-building or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

3. No noxious, illegal or offensive activities shall be carried on within any part of the Planned Community, nor shall anything be done therein which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of other Owners within the Planned Community.

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4. No sign of any kind shall be displayed to public view within the Planned Community without the prior approval of the Declarant or Association, including name and address signs and lawn signs advertising a property for sale.

5. No trailer, camper, mobile home, motor home, commercial vehicle, truck (other than standard size pickup or van) boat, inoperable or non-used automobile or similar equipment shall be permitted to remain within the Planned Community, other than temporarily (maximum of 48 hours), unless maintained within an enclosed garage. The Declarant or Association shall have the right to have any vehicles in violation of this restriction removed from the property at the owners' expense. No unlicensed motor vehicles, including but not limited to trailbikes, minibikes, gocarts, snowmobiles, or other such vehicles, may be operated within the Planned Community.

6. No animals, livestock, reptiles or insects shall be raised, bred, or kept within the Planned Community. However, usual and ordinary household pets such as dogs, cats, birds, etc. may be kept within the Planned Community subject to such rules and regulations as may be adopted by the Declarant or Association, so long as they are not kept or bred for commercial purposes. Notwithstanding the foregoing no pets may be kept permanently outside. No pets may be kept in any manner which are obnoxious or annoying to others within the Planned Community. All pets must be kept within the owner's residence at all times, unless leashed. Any unleashed pets may be removed at the expense of the owner.

7. All rubbish, trash, garbage or other waste materials shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All equipment, garbage cans, wood piles or storage piles shall be kept screened and concealed from view from other Units and the streets.

8. No owner shall be permitted (except with the consent of the Declarant or Association) to construct, maintain, or operate an external radio or television antenna, aerial, satellite dish or other transmitting or receiving device.

9. No oil, gas, water or other wells shall be drilled within the Planned Community.

10. There shall be no on street parking, except for occasional guests.

11. All owners shall perform the Maintenance on their Unit, as the term is defined herein, except for any maintenance expressly assumed by the Declarant or Association, and shall keep the Units in a attractive state of good repair and free of offensive smells and odors.

12. No Units may be subdivided.

13. No owner shall be permitted to install or use window air conditioning units in the Planned Community.

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14. No external clothes drying, either on clothes line or hanging over railings, decks, et cetera.
15. No external speakers or other noise making devices are permitted except alarms which are part of a security system.

VI. BUILDING AND LANDSCAPE DESIGN AND CONSTRUCTION AND INSURANCE REQUIREMENTS

1. No building, fence, pool, wall obstruction, exterior wiring or lighting, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, grill, playground equipment, or other structure or device of any kind shall be commenced, installed, erected, or maintained within the Planned Community, nor shall any alteration or improvement of any kind be made thereto until the plan for same has been approved in writing by the Declarant or Association.
2. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such structures, devices, equipment, improvements, or alterations shall be submitted to the Declarant or Association for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location to surrounding structures, topography, and finish grade elevation.
3. No landscaping of yards or patios, other than the sowing of grass and the planting of shrubs within 10 feet of the townhome, shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Declarant or Association.
4. No painting or exterior modification of the Townhome shall be performed until the same has been approved by the Declarant or Association.
5. In the event the Declarant or Association fails to approve or disapprove plans and specifications within 45 days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
6. All construction work within the Planned Community shall be done between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
7. All disturbed soil areas shall be protected from eroding and shall be reseeded within a reasonable time, not to exceed two months.
8. It shall be the obligation of each Owner to maintain at all times a comprehensive insurance policy insuring the Unit and the improvements thereon against the risk of loss due to fire, casualty or other disaster in an amount to be set from time to time, but no

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more frequently than once a year, by the board of directors of the Association. Notwithstanding the foregoing, the amount of the policy shall at least equal 85% of the purchase price of the Unit and improvements.

9. In the case of fire, casualty or other disaster, each Owner covenants to apply all insurance proceeds to the extent necessary for the reconstruction of the Unit and improvements thereon. Reconstruction as used in this paragraph shall mean the restoration of all buildings and landscaping to substantially the same condition in which they existed prior to the fire, casualty or other disaster.

VII. SPECIAL DECLARANT RIGHTS

Declarant reserves the right to:

1. Construct and sell townhomes on the Units.
2. Maintain a sales office, a management office and model townhomes and conduct advertising within the Planned Community.
3. Use of the Common Elements of the Planned Community, which shall include, but not be limited to, the reservation to the Declarant, its successors and assigns, of a perpetual easement over the streets of the Community for ingress and egress over and through the Planned Community to adjacent real estate and for the installation of utilities to adjacent real estate.
4. Appoint or remove officers of the Association during the period of Declarant's control, which shall be until the earlier of the following:
 - (a) Sixty days after conveyance of seventy-five (75%) percent of the Units to Owners other than the Declarant; or
 - (b) Five years after Declarant has ceased to offer Units for sale;
5. Declarant's control is subject to the conditions that:
 - (i) not later than sixty days after conveyance of twenty-five percent (25%) of the Units, at least one member of the Board of Directors of the Association will be elected by Unit Owners other than Declarant; and

- (ii) not less than sixty days after conveyance of fifty percent (50%) of the units, not less than thirty-three and one-third percent (33-1/3%) of the Board must be elected by Owners other than the Declarant, and
- (iii) not less than sixty (60) days after conveyance of seventy-five percent (75% of the Units, not less than fifty-one percent (51%) of the Board must be elected by Owners other than the Declarant.

VIII. MISCELLANEOUS

1. The Association, any Owner or Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association, any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded. After said twenty year term, the said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a unanimous vote of Unit Owners, which termination shall be made an amendment to this declaration.
4. This declaration may be amended by the Declarant or by agreement of the Owners of units to which at least sixty-seven percent (67%) of the votes of the Association are allocated. Any amendments must be properly recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.
5. The Declarant or the Association may establish reasonable rules and regulations concerning the use of the Common Elements, facilities located thereon and individual Units. Such regulations shall be binding on the Owners until overruled, cancelled or modified by the board or a majority of the total votes of the Members of the Association.

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In Witness Whereof, the Declarant has executed this declaration by and through its Partners acting on behalf of said Declarant, this the 18th day of July, 1995.

C&S CONSTRUCTION,
A West Virginia General Partnership,

BY 
Its Partner

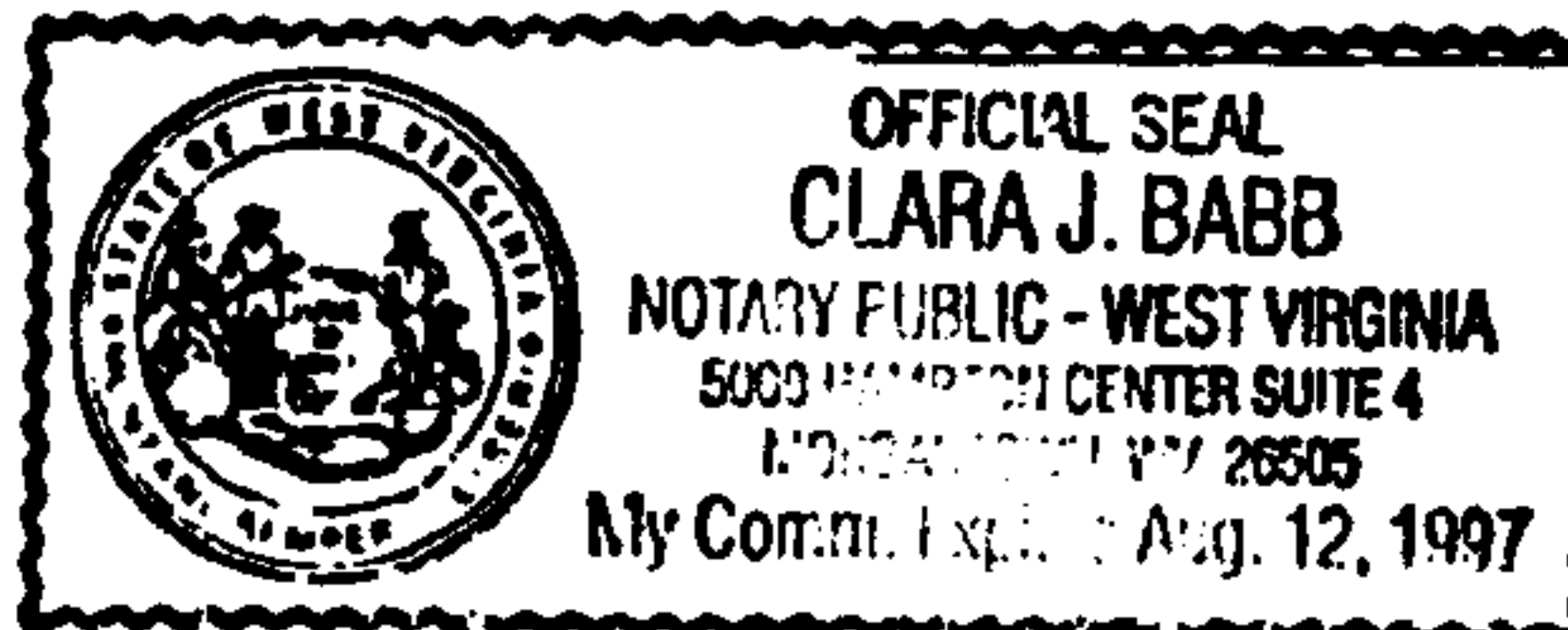
BY 
Its Partner

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 18th day of July, 1995, by Carmen A. Gutta, Jr. and Scott Gutta, the Partners of C&S Construction, a West Virginia general partnership, on behalf of said partnership, as its duly authorized agents.

My commission expires:

8-12-97



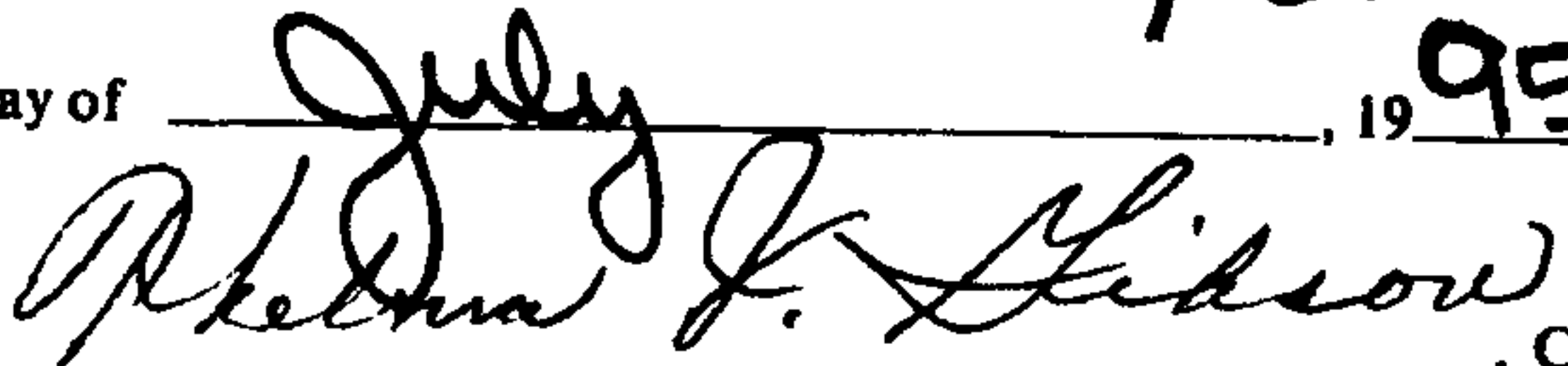

NOTARY PUBLIC

This instrument prepared by Furbee, Amos, Webb & Critchfield, 5000 Hampton Center, Suite 4, Morgantown, West Virginia.

STATE OF WEST VIRGINIA,
MONONGALIA COUNTY, TO-WIT,

I, THELMA J. GIBSON, Clerk of the County Commission of the County aforesaid, do certify that the aforesaid writing together with the certificates and 5 cancelled State and County Excise Stamps, thereto attached was this day presented to me in my office, and was admitted to record therein, at 4:50 o'clock P M.

Given under my hand this 19 day of July, 1995


Clerk