

Declaration of Covenants, Conditions and Restrictions
for
Spring Mills Subdivision

(This constitutes relevant excerpts from the comprehensive Covenants, Conditions and Restrictions that apply to the Spring Mills Subdivision. Complete text is available from the Association.)

**Article I
Definitions**

Copy on file with the Association

**Article II
Property Rights**

Every owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration.

**Article III
Voting Rights**

Copy on file with the Association.

**Article IV
Maintenance**

Section 1. Association's Responsibility;

The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided... (Total text available from the Association.)

Any person authorized by the Association shall have the right of access to all portions of the Properties for the purpose of performing exterior maintenance, for the purpose of correcting any condition threatening a unit or the Common Elements...

Each Unit Owner will reimburse the Association for any damage to the Common Elements caused intentionally, negligently, or by his or her failure to properly maintain, repair, or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently, or by its failure to maintain, repair, or make replacements to the Common Elements, if such expense is caused by misconduct...

Section 2. Owner's Responsibility;

Each owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the community-wide standard and all applicable covenants...

**Articles V through VII
Test on file with the Association**

**Article IX
Rights and Obligations of the Association**

Section 1. Common Area;

The Association... shall be responsible for the exclusive management and control of the Common Area and all improvements thereon...

Section 2 – 5 text available from the Association

Articles X - XI text available from the Association.

Article XII

Restrictions on Use, Alienation and Occupancy

Section 1. Text available from Association.

Section 2. Other Use and Occupancy Restrictions;

... the following use and occupancy restrictions apply to all Units and the Common Area.

(a) **Subdivision of lots;**

No Units shall be divided, subdivided or partitioned in any way ...

(b) **Property Maintenance;**

Each owner shall keep their Unit and improvements thereon in a safe, clean, neat, and well maintained condition, and shall comply with all applicable safety, health, police and fire department requirements. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building implements, machinery, lumber or any other building material shall be permitted to remain exposed on any Unit, except as necessary during the construction period. Rubbish, leaves, and trash shall not be disposed of in the properties by burning in open fires or incinerators. All trash and garbage cans or receptacles shall be stored out of view from neighboring Units, roads, or streets, except at times of scheduled garbage or trash pickup.

(c) **Nuisance.**

No noxious, illegal, hazardous, dangerous or offensive use, construction or activity shall be conducted on any Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners, tenants or occupants of other Units within or adjacent to the property by reason of unsightliness, or the excessive emission of fumes, odors, glare, excessive heat, vibration, gases, vapor, chemicals, radiation, dust, liquid waste, smoke or noise. No Unit shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye.

(d) **Unregistered Vehicles.**

No unregistered vehicles of any kind, including, but not limited to, automobiles, trucks, pickups, busses, motorcycles, vans, motor homes, trailers, boats, farm tractor and equipment, or recreational vehicles shall be parked, stored, or in any way maintained on any street, right-of-way or common area or on any Unit, except within a garage or other permitted improvement on the Unit.

(e) **Pets.**

Only common domestic house pets shall be allowed on any Unit or the improvement thereon, provided they are not kept or bred for any commercial purpose. Pets shall not be allowed to roam at large, and pets shall not be housed, fenced or otherwise maintained on a regular basis outside of the primary dwelling unit on any Unit. Kennels, dog runs, dog houses, and other similar pet facilities are prohibited. No farm animals, livestock, or poultry of any kind shall

be kept, maintained or in any way allowed on any Unit. The Unit Owners' Association shall have absolute authority to prohibit unusual or exotic animals, birds, or reptiles from being kept on a Unit or in an improvement located thereon, and shall have the authority to prohibit or regulate loud and noisy pets.

(f) **Parking.**

Each residential Unit shall provide an off street parking area for at least two (2) 6' X 18' vehicles... Except for temporary and unusual irregular overflow parking from the garage and driveway of any Unit, no parking shall be permitted on any street or road within the Properties. No Unit owner shall park on a regular or continuing basis more than two (2) registered vehicles on the Unit, other than inside any improvement thereon. Motor homes, recreational vehicles less than 20 feet in length, or boats on trailers may be parked or maintained on a Unit provided that they are kept in a garage. Subject to such rules, regulations and fines adopted by the Association, a recreational vehicle or motor home may be parked on the driveway of a Unit for a period not to exceed three (3) consecutive days for the purpose of and the sole purpose of preparing the vehicle for a trip. No member may park such a vehicle on their Unit for such purposes more than six (6) times in any calendar year.

(g) **Snowmobiles, Trail Bikes and Similar Vehicles.**

No snowmobiles, trail bikes, mini-bikes, all terrain vehicles, or other similar vehicles shall be permitted to operate within the Properties. No motorized vehicle shall be permitted in any park or on any walking paths.

(h) **Firearms.**

The discharge of firearms shall not be permitted within the Properties. No hunting shall be allowed within the Planned Community. The term "firearms" include B-B guns, pellet guns and other firearms of all types, regardless of size.

(i) **Construction.**

During construction, Units shall be kept free and clear of unnecessary and unsightly debris. All trash, rubbish and debris shall be cleaned from the Unit on a reasonable, periodic basis during construction and all trash, rubbish and debris shall be promptly removed from the Unit after construction is completed. Existing storm water and runoff drainage patterns for each Unit shall be protected at all times both during and after construction. During construction, reasonable measures shall be taken to prevent erosion by wind and water.

(j) **Commercial Vehicles, Equipment, Etc.**

Except during periods when construction is taking place on the Unit, no trucks larger than three-quarter (3/4) ton capacity, no commercial vehicles, camper tops, construction, or like equipment or mobile or stationary trailers of any kind shall be placed or permitted to remain on any Unit.

(k) **Building Setback Requirements.**

(Text available from the Association)

(l) **Utility Lines.**

All utility service lines, including but not limited to, electric, telephone, natural gas, cable television, water and sewer lines shall be buried underground, excluding all required pedestals, transformer boxes, and other required above ground improvements.

(m) **Outdoor Lighting.**

Outdoor lighting shall be of a type and installation such that direct glare is visible from adjoining properties.

(n) **Mail Boxes.**

The Architectural Control Committee may determine the location, color, size, design, lettering, and all of the particulars of all mail or paper delivery boxes, and standards and brackets and name signs for the boxes in order that the area be strictly uniform in appearance with respect to these items.

(o) **Storage Tanks.**

All storage tanks for use in connection with any residence, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Units, roads, or streets.

(p) **Signs.**

No signs of any character shall be erected, placed, permitted or maintained on any Unit or improvement except normal and reasonable address identification signs and normal and reasonable "For Sale" signs, except with the prior written approval and consent of the Architectural Control Committee.

(q) **Central Water and Sewer.**

All residences or other improvements on the Units shall be connected to the public central water and sewer systems serving the Properties, and no residence or other improvement shall be occupied until such time as it is connected to the public central water and sewer system. No private water well or septic system shall be permitted on any Unit.

(r) **Beverage Restrictions.**

No beer, wine, liquor of any other intoxicating beverages of any type or nature will be sold or stored for sale on any residential Unit.

(s) **Restriction of Residence Types.**

No structure of a temporary character, trailer, house trailer, mobile home, mobile double wide, basement, tent, shack, garage, barn or other out building shall be used on any Unit at any time as a residence, either temporarily or permanently.

(t) **Fences.**

Fences shall not be permitted in the front lawn or front yard of any lot. Fences are permitted on the back lawn or back yard of any lot provided that such fence does not exceed four (4) feet in height. Permitted swimming pool fencing shall not exceed five (5) feet in height. Chain link, American wire and barb wire fences are entirely strictly prohibited. (Note: approval from the Architectural Control Committee is required prior to installing any fence.)

(u) **Residential Unit Size.**

(This section is void now that the community is completely developed)

(v) **Occupants Bound.**

All provisions of the Declaration, By-laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of owners and which provide for sanctions against owners shall also apply to all occupants, guests, agents and invitees of any Unit. Every owner shall cause all occupants of his or her Unit to comply with the Declarations, By-laws, and the rules and regulations for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a

Unit are fully liable and may be sanctioned for any violation of the Declaration, By-laws, and rules and regulations adopted pursuant thereto.

(w) **Antennas.**

No exterior antennas, aerials or other apparatus for the transmission or reception of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without prior written consent of the Board... (additional wording available from the Association.)

Note: Satellite dish antennas are permitted with the approval of the Architectural Control Committee.

(x) **Pools.**

No above-ground pools shall be erected, constructed or installed on any Unit.

(y) **Drainage.**

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas...

(z) **Sight Distance at Intersections.**

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(aa) **Artificial Exterior Sculptures and Similar Items.**

No artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI (Architectural Review) of this Declaration.

(bb) **Playground.**

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

(cc) **General Storage.**

All permitted personal property, including but not limited to garbage containers, grills, bicycles, toys, yard equipment, lawn mowers, and all other household personal property shall be stored within any permitted residence.

(dd) **Legal Compliance.**

No immoral, improper, offensive or unlawful use may be made of the property and Unit Owners shall comply with, and conform to, all applicable laws and regulations of the United States and of the State of West Virginia, and all ordinances, rules and regulations of the County of Berkeley. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violations thereof or noncompliance therewith.

Section 3. Restrictions on Alienation.

(a) A Unit may not be conveyed pursuant to a time-sharing plan.

(b) A Unit may not be leased or rented for a term of less than 30 days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

The Association, acting through its Board of Directors, shall have the authority to make and enforce standards and restrictions governing the use of the Properties in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, but without limitation, the power to regulate the speed and flow of traffic on private roads within the Properties. Such regulations and use restrictions shall be binding upon all owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority...

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