

**RESERVATIONS AND RESTRICTIVE COVENANTS**  
**THE WOODS AT TAYLOR LAKE**

1. **HOMEOWNERS ASSOCIATION:** Upon the sale of 75% of the total lots within The Woods at Taylor Lake, referred to in this document as the "Subdivision", or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Homeowners Association, to be called "The Woods at Taylor Lake Homeowners Association, Inc." referred to in this document as the "Association".
  - A. Every person or entity, except the Grantor, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to each Lot. The grantor, although not a member of the association will retain voting rights for properties they own equal to three (3) votes for each lot they own.
  - B. The roadways, rights-of-ways and common areas constructed throughout the Subdivision are to be conveyed to the Association, its successors and assigns.
  - C. The Association shall maintain the rights-of-ways and roads within the Subdivision, and shall assess each Lot owner on a pro rata basis, amounts necessary for the improvement and maintenance of the rights-of-ways and roads, not to exceed \$100.00 per Lot owner annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114. However, the grantor will be exempt from payment of any maintenance fee for lots they own.
  - D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Mineral County, West Virginia, a duly executed and acknowledged Notice of lien with respect to each Lot and its owner for which any assessment remains unpaid. The lien shall be effective upon the filing of said notice.
2. **LOT AND AREA USE:** Each Lot shall be used only for residential and recreational purposes, and no residence shall be erected, constructed, maintained, used or permitted to remain on any lot other than one (1) single-family dwelling contained not less than 800 square feet minimum total area exclusive of garage, basement, and porch.
  - A. A private garage may be built separately or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling.
  - B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.
  - C. There shall be no trailers, buses, mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situated on any Lot as a residence or for storage, either temporarily or permanently. Temporary camping is permitted upon Subdivision Lots by the owner thereof only through the period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.
  - D. Double-wide homes which are sectional and/or modular shall be permitted provided that they have wood, masonry, vinyl or masonite siding, asphalt shingle roofs and are installed on a permanent foundation with the tongue couplings removed.
  - E. Improvements constructed for the maintenance of animals are permitted by Item 10, below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon the Lot, although such improvements shall need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each lot owner shall maintain any such improvements placed upon any lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.
3. **COMMERCIAL USE AND NUISANCE:** No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any lot. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
4. **SETBACK:** No building or any part thereof shall be erected on any Lot nearer to any right-of-way lines or front Lot lines than twenty (20) feet, or nearer to any side Lot lines than fifteen (15) feet, or nearer to any rear Lot lines or any lot lines that coincide with perimeter of entire subdivision, than thirty (30) feet.
5. **SEWAGE:** No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health.
6. **MAINTENANCE:** Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot for more than a period of thirty (30) days unless housed in a garage of the type described in Item 2 A. above.
7. **FENCES:** Only fences in esthetic harmony with the exterior design of the residential development shall be constructed and, no fence shall exceed six (6) feet (i.e. 72") in height. Fencing located along the roadways must be of wood construction while metal fencing may be used along the side lot lines and rear lot lines.
8. **PARKING:** No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-way or roads of the Subdivision, and no on-street parking is permitted by Lot owners. Visitors, guests, delivery vehicles, or others legitimately using said roads and streets are excepted, and are permitted to temporarily park along said streets.
9. **ADVERTISING:** No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address identification signs, builders job location signs, and real estate signs offering the premises for sale, none of

which exceptions shall exceed four (4) square feet in size. The Grantor reserves the right to construct Subdivision entrance signs and structures.

10. AGRICULTURE: No swine shall be raised or bred on any Lot. Household pets, such as dogs and cats, may be kept for commercial purposes with suitable facilities. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and proper fencing, horses and ponies, shall be permitted on Subdivision lots, provided at least one (1) acre per each such grazing animal is fenced for the maintenance of said animal.

A. Poultry will be allowed as long as they are for personal consumption. Suitable facilities must be provided. There is to be no commercial use or breeding of poultry.

B. Hunting is permitted within the Subdivision but is governed by the Game Laws and Seasons dictated by the State of West Virginia.

11. FURTHER SUBDIVISION: Tracts as recorded in Mineral County Clerk's office in Plat Book 5 on Page 185, 186, 187, and 188, may be undivided no more than five (5) times. No tract created by or remaining from this further subdivision can be less than three (3) acres; excepted from this provision are lots fronting on West Virginia Secondary Route No. 9 (Ridgeville Road) numbers 26, 27, 28, 29, 31, 32, 33 and 34; which may be subdivided only once and neither lot created by said subdivision can be less than two (2) acres. The right of subdivision will run with the ownership of the original lots as mentioned above. Patten only guarantees one building site per tract as shown on the recorded plat.

All cost to subdivide lots will be that of the party so subdividing said lot. Any new owners resulting from the re-subdividing shall be bound by the covenants and restrictions as set forth herein. The new owners will also be responsible to pay the same annual assessments as the original owners.

New roads constructed to subdivide lots will not become part of the association. Roads must be maintained by those private individuals.

A. Grantor, its representatives and assigns, reserve the right to modify the plans of the subdivision Plat, 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 and 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.

B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.

12. LAKE USE: Only small boats with electric motors, row boats, sail boats and canoes will be allowed to be used on lake. There is an agreement with the Soil Conservation Service dated August 5, 1970 in Deed Book 171 at Page 609 recorded in the Mineral County Courthouse which describes the permitted uses of the lake and fill area of dam.

13. EASEMENTS: Grantor reserves unto itself, its successors and assigns, the right to erect, but not the obligation, and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land fifteen (15) feet wide at any point along the side Lot lines of each Lot; twenty (20) feet along the front of each Lot line; Fifteen (15) feet along the rear lines of any said Lot and thirty (30) feet wide along the perimeter of subdivision. Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. 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 these utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road.

14. A. CONFLICT: In the event of any conflict between the provisions of these Reservations and Restrictive Covenants and the constraints reflected in the Plat of record for The Woods at Taylor Lake, the constraints of the plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

B. NONAPPLICABILITY: No provision contained herein shall be valid if the existence or the exercise of that provision shall cause to be applicable the provisions of West Virginia Code Chapter 36B except as to Article 1 Sections 105, 106, and 107. It is the intent and purpose of these Restrictive Covenants to create an exempt planned community under Chapter 36B Article 1 Section 203.