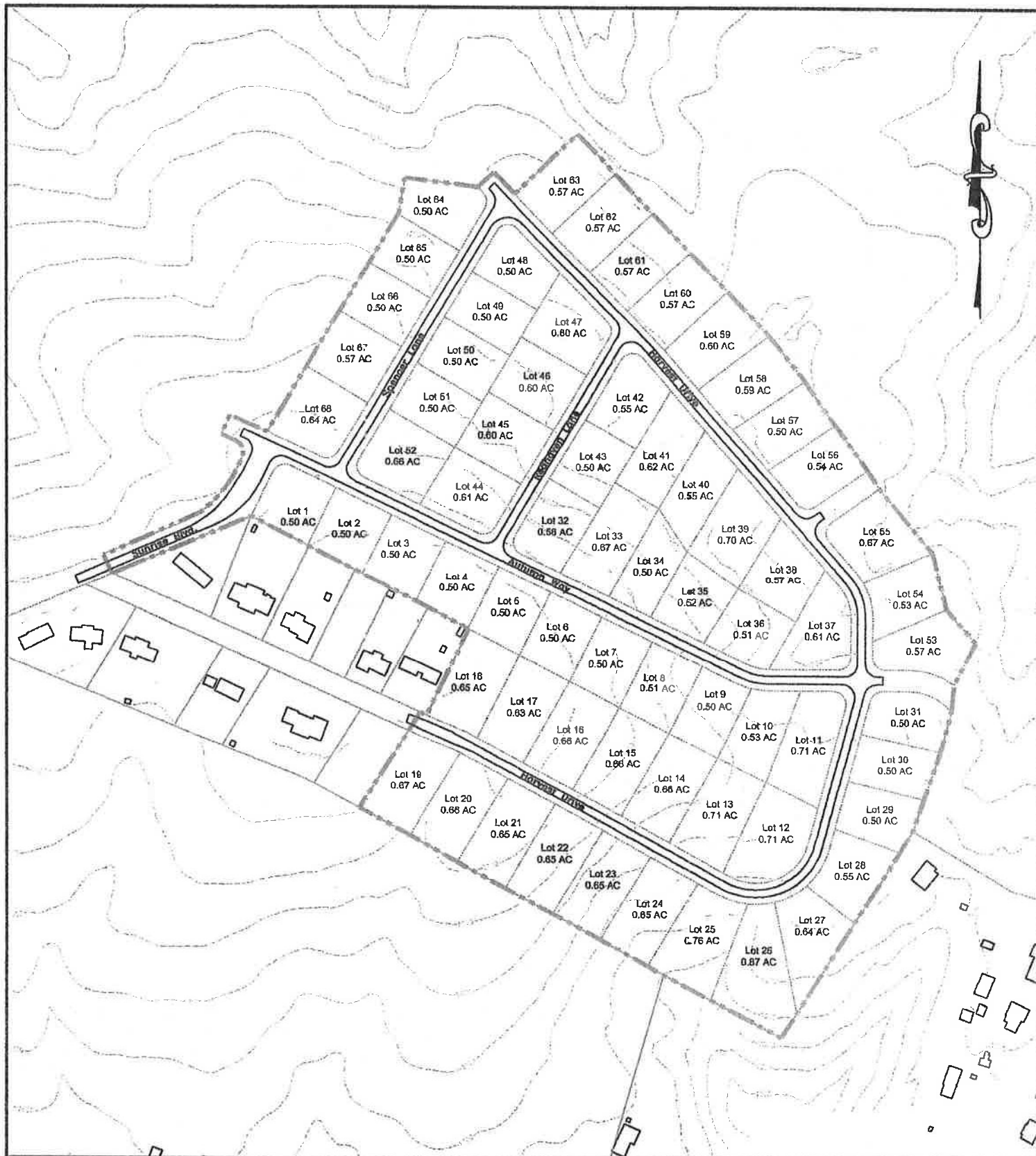




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Property Location Map  
for  
**GATOR GROUP, LLC**  
**HARVEST HILLS SUBDIVISION**  
GORE DISTRICT  
HAMPSHIRE COUNTY, WEST VIRGINIA

Drawn By: BLB  
Checked By: TWM  
Date: 07/18/06  
Scale: NTS  
Project No.: 0449-F03  
File Name: Property Location Map.dwg

## ARTICLE IV

### USE RESTRICTIONS

- (1) No signs or advertising of any nature shall be erected or maintained on any lot, except "for sale" or "rental" signs not to exceed six (6) square feet in area (said signs must comply with all county, state or federal law), except for directional and informational signs provided by the Declarant, its successors or assigns.
- (2) No Owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum 15-inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage, with a sufficient depression installed on driveway to allow drainage across driveway in case of overflow of the culvert.
- (3) No parking is permitted upon any road within the property at any time, and as part of development of any lot, the Owner shall provide adequate off-road parking for himself and guests.
- (4) At no time shall any recreational structure, such as basketball hoops and backboards, be located upon the roadways or right-of-ways of the development.
- (5) Due to the unsightliness of junk vehicles, no motor vehicle or trailer, which does not have current license plates or an inspection sticker not more than three (3) months out of date, shall be permitted on any lot. Motor-homes, camping trailers, RVs and/or utility trailers may be placed upon the property only for storage, if done so in a manner that is consistent with the neighborhood and in a manner that obscures sight of it by other property owners and from the roads and rights of way of the subdivision.
- (6) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve (12) months.
- (7) Not more than one (1) single-family residence shall be erected on a lot in the subdivision or phases thereof. Residences shall contain a minimum of 1,500 square feet of living space and provide garage space sufficient to house at least one (1) vehicle. Said square footage requirement is of living space, excluding

basement, porch, carport, deck, garage and overhanging eaves. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction. No exterior siding (including exposed foundation) of poured concrete, masonry block or cinder block shall be permitted and all foundations must be finished in a manner consistent with the home. Mobile homes or doublewide homes are not permitted in the subdivision; however, stick built modular homes may be permitted in the subdivision. Further, no residence in the subdivision shall be constructed in a manner so that there are more than three (3) floors above ground level.

(8) Detached garages are permitted; however, any such detached garage shall not be included in the square footage requirement for the dwelling to be built on any lot in the development. Any detached garage must be of a design and constructed of materials similar in nature to the residence constructed on any property, further the square footage of any detached garage shall not be greater than fifty percent (50%) of the square footage of the residence constructed on any lot in the subdivision. No aluminum car shelters or other detached carports of any nature shall be permitted on any lot in the development. Further, the construction of any garage, detached or attached, shall not precede the construction of a residence on any lot in the Development. Each lot shall be used for residential purposes only, and any garage, barn or outbuilding must conform generally in appearance and material to any dwelling on said lot.

(9) Any construction of structures on the property shall be done in such a manner as to not unreasonably interfere with the view or "view shed" of any existing residence(s) on the adjoining properties in the development.

(10) No outdoor animals, domestic or otherwise, may be kept on the property. Indoor domesticated pets are permitted; however, all Owners and residents agree to be responsible for the proper care and supervision of their pets while outside their residence. Further, all Owners and residents by acceptance of their deed agree to be responsible for cleaning up after their pets and removal of all pet waste from the common areas of the development. All Owners and residents

agree further to comply with all local and state regulations and laws concerning the care and possession of pets within the subdivision.

(11) No Lot shall be used for commercial use, except that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within the subdivision. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in home occupational use shall not be permitted to become a nuisance to other Lot owners.

(12) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's lot. Further, prior to and during construction of any residence or appurtenant structure on a lot in the subdivision the Owner of any lot shall be required to post with the Declarant, its successors or assigns, a construction bond fee of \$1,500.00, to be held in escrow by the Declarant until such time as construction is complete and this paragraph has been fully complied with. Upon failure to comply with this paragraph, upon written notice of said failure to comply by Declarant to Owner, and upon Owner's continued failure to comply with this paragraph, said funds may be used by the Declarant, its successors or assigns to enforce compliance with this paragraph and Owner waives any claim to said funds used in such manner.

(13) No building shall be constructed closer than twenty-five (25) feet from the property lines of any Lot, or the outside property lines of combined lots where two (2) or more lots are used for the construction of one (1) single residence. Further, all setback lines in the subdivision shall comply with the then current version of the Hampshire County, West Virginia subdivision ordinance.

(14) No lots shall be maintained or used as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. All raw materials must be kept from view at all times.

- (15) All utility lines, including but not limited to, electric, water, sewer, cable, phone, etc., shall be installed in an underground manner in the subdivision. The Declarant reserves unto itself or its assigns the right to erect, maintain and operate and replace telephone and electric and other utility lines, conduits and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on and under a strip of land ten (10) feet along all property lines not serving as the centerline for street right of ways and twenty-five (25) feet along all street right-of-ways, in addition to easements reserved by any other instruments duly recorded. A utility fee may be included in the initial Purchase price of each lot by Declarant. Any such fee collected shall only be used to pay for the installation of electric, telephone service and other utility service to each lot. The extension of any such service from any lot's property line and onto the lot is the responsibility of the Owner.
- (16) Each Owner shall have an unobstructed right-of-way and easement over and across the roads as shown on the subdivision plat(s) as recorded from time to time, for the purpose of ingress and egress to and from the public roads and common areas and facilities in the subdivision. No part of any lot may be sold or used as a road or right-of-way without advance written permission of the Declarant. The Property Owner's Association shall be solely responsible for the maintenance of the subdivision roads and common areas and elements.
- (17) Reasonable cutting of wood and timber for land clearing is permitted. However, no cutting of wood for commercial purposes is permitted.
- (18) The use of dirt bikes, other two-wheeled recreational vehicles not otherwise approved for usage on the roads of the State of West Virginia, all-terrain vehicles, ATVs, 4-wheelers, 3-wheelers, snowmobiles and all other such similar recreational or unlicensed vehicles is prohibited on the roads and right-of-ways of the subdivision.
- (19) Hunting and the discharge of firearms within the subdivision are prohibited.
- (20) No open fires shall be permitted in the development.

- (21) All driveways in the development must be constructed in a manner consistent with the quality of the neighborhood. All driveways must be paved with asphalt, concrete, brick pavers, or other similar hard surfaced material within sixty (60) days of the completion of construction of any residence on any lot within the development. At no time shall a driveway of shale, dirt, stone, gravel or tar and chip, or other similar construction be permitted on any lot beyond sixty (60) days of completion of construction of any residence.
- (22) All residents and Owners agree to abide by these covenants, and to be bound by them. Further all residents and Owners agree to be bound by and honor all posted signs placed along the roadways, right-of-ways and common areas of the development by Declarant or its successors and assigns and by acceptance of the deed to the property consent to the enforcement of such posted signs by any and all local law enforcement authorities.
- (23) If any lot owner shall violate any of the covenants herein, it shall be lawful for any Owner or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein shall in no way be deemed a waiver of the right to do so hereafter.
- (24) The Association by a vote of two-thirds (2/3rds) of its members may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.
- (25) No lot may be further subdivided. However, the Declarant does reserve the right to re-plat any subdivision lot, which right may include the right to further subdivide lots within the subdivision, which have not been previously transferred by the Declarant.
- (26) Owner of any lot within the development acknowledges and agrees by his acceptance of a Deed to property within the development that a private sewage disposal and treatment facility exists for the use of all lots within the development and Declarant, its successors and assigns. Owner agrees that as part of any purchase of a lot in the development he may be responsible for the payment to

Declarant's supplier the sum necessary for the purchase of all required sewage pumps and or grinder pumps, (particularly Lots 19, 23, 24, 25, 26, and 27 of Phase One of Harvest Hills Subdivision shall require grinder pumps, and other lots in the subdivision may require same based upon engineering recommendations), pay a water tap connection fee of \$300.00, (or the then current tap fee as set by the Central Hampshire Public Service District or its successor, and pay a monthly fee to Central Hampshire Public Service District for water service and a monthly fee to the Declarant, its successors and assigns, for the use of the central sewage system, consistent with the then current fees assessed by the Central Hampshire Public Service District of Hampshire County, West Virginia, or its successor agencies. Owner further understands and agrees that while Declarant reserves to itself the right to maintain and operate such sewage treatment facilities for the development, including any subsequent phases of the development and to sell excess capacity to other third parties, Declarant further reserves unto itself the right to transfer operation and maintenance of the system to the Harvest Hills Subdivision Property Owners Association upon sale of seventy-five percent (75%) of the lots in the development, or to the Central Hampshire Public Service District of Hampshire County, West Virginia or any successors agencies. Owner agrees that it consents to any such transfer in advance, upon its proper approval by the West Virginia Public Service Commission or other appropriate authority. Further, Owner agrees in advance to pay any further fees due hereunder or as assessed by the successor owner/operator of such facility.

(27) Further, by acceptance of a Deed to property in Harvest Hills Subdivision the Owner agrees to comply with all requirements of Declarant, its heirs successors and assigns concerning use of the central sewage system of Harvest Hills Subdivision. At no time shall storm water be diverted, or gutters installed from homes so as to divert storm water, into the central sewage system by Owner.

(28) Owner agrees to maintain his yard area in a manner consistent with the neighborhood. All yards shall be maintained in a uniform and consistent manner and lawns shall be regularly kept and mowed. Further, all above ground pools,