

200

10. Fences: Any fences erected in the front yard and the side yard to the depth of the dwelling shall be constructed of wood, stone or plantings (hedges/tree rows) and must be kept in good condition and repair. Any fences, hedges or similar barriers, wherever located on the property, must also be kept in good repair.

11. Land use: Lots shall be used for residential purposes and recreational activities of the residents only. No commercial use, structure, activity of any type or nature shall be permitted.

12. Required screening: The following items and activities must be thoroughly screened by appropriate plantings or a fence:

- (a) Refuse, recyclable, and trash containers. (All refuse, recyclables, and trash must also be kept in closed sanitary containers at all times.)
- (b) Fuel storage tanks.
- (c) Garden equipment and supplies.

13. Maintenance of Property: Each Owner shall maintain, repair, and restore, as necessary, the exterior of any buildings or other improvements erected on any lot owned by him. Each lot Owner likewise agrees to repair and restore, to its prior condition, within fourteen (14) days any part of a subdivision road damaged by equipment of such Lot Owner or his agents, employees or contractors enroute to or from the Owner's Lot. All Lots, improved or unimproved, must be maintained by the Owner in a neat, attractive, and orderly condition consistent with good property management at all times. Grass and lawns, if any, must be maintained to a height of no more than 8 inches. No garbage, refuse, trash, junk, abandoned personal property, inoperative vehicle, yard waste, or other debris shall be permitted to accumulate or remain on any Lot. In the event any Lot Owner shall fail to discharge the aforesaid responsibilities, the Association shall have the right, through its agents, to enter upon the Lot and perform necessary maintenance, repairs, and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of the same when performed by the Association shall be charged to and become an assessment against the Lot and shall be both the personal obligation of the Lot Owner and a lien against the Lot.

14. Cutting of Timber: Lots shall not be clear cut or timbered. No living tree having a breast height diameter of at least twelve (12) inches shall be removed from any Lot unless approved for removal by the Association.

15. Activities: No noxious, hazardous, or offensive use, or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or tends to cause embarrassment, discomfort, annoyance, or nuisance to occupants of other Lots within the Properties by reason of unsightliness, or the excessive emission of fumes, odors, glare, heat, vibration, gases, vapors, chemicals, radiation, dust, liquid waste, smoke or noise.

16. Signs: No sign of any kind larger than 10 square feet shall be displayed on any lot, except temporary signs in connection with the construction, lease or sale of houses or lots. Street name, project sign and directional signs are exempted.

17. Firearms: ~~The discharge of firearms or bows for hunting or target shooting is prohibited within the Property.~~

18. Vehicles: The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the Property. Operating dirt bikes, motor-cross bikes, atv's, and off-road vehicles of any kind is prohibited within the Property. No truck with a gross vehicular weight rating in excess of 15,000 pounds, commercial tractor, trailer, bus, or inoperative, unlicensed, junk or unsightly vehicle of any type may be left or abandoned on any Lot. No recreational or habitable vehicle or trailer of any nature shall be kept or stored on any street within the Property or upon any Lot unless it is obscured from view from the street and adjoining Lots. All vehicles operated within the Property shall be duly licensed and in compliance with all State and Federal regulations.

19. Animals: No animals shall be kept on any Lot except for those common domestic animals normally considered to be household pets, and then only in reasonable numbers and for no commercial purposes. Pets must be kept in such a manner as to avoid being or becoming a nuisance or threat to Lot Owners and their guests. .

20. Well capping height: All well casings shall be extended vertically to the height of the one-hundred-year flood elevation for the Lot, as shown on the final plat.

21. No Lot may be conveyed or used pursuant to a time-sharing plan and no Lot shall be rented for a period of less than 30 consecutive days; provided that if a Lot Owner can establish that during the period January 1, 2021 through October 28, 2022 the Lot Owner was using or requested the right to use the Owner's Lot for rentals for periods of less than thirty consecutive days and advised the Board of Directors in writing of the Lot Owner's intention to continue with rentals for periods of less than thirty consecutive days, then that Lot Owner may for the limited duration of his or her ownership of the Lot continue to engage in rentals for periods of less than thirty consecutive days; provided further that this exception permitting short term rentals shall terminate upon any change in ownership of the Lot. Nothing in this paragraph shall or is intended to extend to, change, or alter, in any way, those prohibitions and restrictions of paragraph 8 above.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 16 (p. 5): Clause prohibits the display of the United States flag or political yard signs on an owner's property.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & W. Va. Code Ch. 36B (West Virginia Uniform Common Interest Ownership Act - UCIOA) & W. Va. Code St. R. § 174-1 (WVREC Rules)

Statutory Comparison: Under the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note) and West Virginia common interest ownership standards, an association may not adopt or enforce any policy or covenant that restricts or prevents a unit owner from displaying the flag of the United States on property to which the owner has a separate ownership interest or right to exclusive possession.

CURRENT WORDING IN DOCUMENT:

Signs: No sign of any kind larger than 10 square feet shall be displayed on any lot, except temporary signs in connection with the construction, lease or sale of houses or lots. Street name, project sign and directional signs are exempted.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Notwithstanding anything herein to the contrary, Owners shall have the right to display the flag of the United States and the flag of the State of West Virginia on their Unit, Lot, or Limited Common Elements in accordance with 4 U.S.C. §§ 1 - 10, and to display reasonable non-commercial political signs prior to an election.

ISSUE #1