

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR CROSSWINDS SUBDIVISION  
LOTS 1 - 66**

1. **Fees and Their Uses:** Crosswinds is a limited expense liability planned community pursuant to the provisions of West Virginia Code Section 36B-1-203(2) and the maximum annual fee for maintenance of the common elements shall not exceed \$300.00, as the same may be adjusted in accordance with the West Virginia Code Sub Section 36B-1-114. The annual fee shall be determined in accordance with this declaration and shall be due and payable on January 1 of each year. The annual fee shall be used in accordance with the terms and conditions of the declaration of Crosswinds.
2. **Upkeep of Units:** Every unitowner shall keep his unit and all improvements thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent to good property management. This restriction shall prohibit lumber, wood, metals, bulk materials, or any other construction materials (except during the construction of the dwelling, refuse or trash from being kept, stored, or allowed to accumulate on said unit. Any trash or other refuse must be kept or stored in covered metal or plastic containers and picked up or carried away on a regular and recurring basis. After completion of construction on said unit, the owner, as soon as possible, shall have the unit seeded and suitable planted with grass, trees or shrubbery. If an owner of an unimproved unit shall fail to keep said unit mowed (grass and weeds in excess of 4 inches high), the developer/association may cause said unit to be mowed and shall have a cause of action against the owner for the cost of such mowing.
3. **Use of Lots:** Units shall be used for single-family residential purposes only, and no business, apartment house, or enterprise for profit of any kind shall be permitted on any unit. However, this shall not be deemed to prohibit the rental to one family of a residence located on any unit.
4. **Subdivision:** No unit shall be subdivided at any time.
5. **Vehicles:** No unlicensed or unused vehicle shall be parked or abandoned on any unit or any street. No vehicles of any kind shall be parked on the private fifty (50) foot street right-of-way within the subdivision. All boats, boat trailers, travel trailers, campers, recreation vehicles or any like equipment including construction or similar equipment shall not be stored in the open on any unit. It shall be the responsibility of the unitowner to insure compliance with this restrictive covenant and in the event that the owner shall fail to comply with this covenant, then the developer/association may take such action as may be necessary to insure compliance with this covenant and the developer/association shall have a cause of action against the unitowner for any expenses incurred.
6. **Use of Streets:** No unregistered recreation vehicles shall be operated on the streets, units, or anywhere else within the subdivision. This shall include, but not by way of limitation, all motorcycles, trail bikes, motor scooters, snowmobiles, three-wheelers, go-carts, or the like. Licensed recreation vehicles such as motor homes and motorcycles may be used on the interior roadways, but only for the purpose of ingress and egress to and from Route 9.
7. **Dwelling Limitations:** No building of a temporary nature, nor trailer, nor mobile home, nor tent, except a child's tent shall be erected or placed on the property. No basement, shack, garage, barn or outbuilding or other structure in the course of construction shall be used temporarily or permanently as a residence on any property. Further, no outbuilding or garage shall be built prior to the main dwelling upon the premises. A "Construction" trailer may be used during construction if approved at the discretion of the developer/association.
8. **Utilities:** All utilities within the subdivision shall be installed in accordance with the applicable codes and regulations.

9. **Access to the Unit and Final Grading:** Permanent access to the unit shall be limited to only one entrance per unit and this access shall be designated by the developer. The developer may, at his option, require culvert pipes and/or permanent depressed gutters installed to standard engineering practices so as not to impede the flow of storm water drainage and shall be installed at the unitowner's expense. Also all such entrances shall be installed prior to the beginning of construction of a dwelling on said unit. No temporary access to said unit shall be permitted.
10. **Animals:** Only domesticated common house pets shall be permitted upon any property, providing they are not kept, bred, or maintained for commercial purpose. No other animals, chickens, pigs, cattle, horses or other animals shall be raised, bred or kept upon any property. However, any domesticated house pets shall be contained within a fenced area or secured by a leash, chain or rope. No animals shall be allowed to roam freely within the subdivision.
11. **Signs:** No signs, billboards or other advertising devices of any kind, except for the subsequent sale or lease of the property, shall be placed or otherwise installed on any unit or building within the subdivision. However, the developer may use signs to promote the sale of improved or unimproved units within the subdivision.
12. **Construction Damage:** During construction of any structure upon any unit, the individual unitowner shall be responsible for all damage, loss or repairs to the subdivision roads, the fifty foot right-of-way or adjoining property caused by his building contractors or their agents. If the individual unitowner does not cause these repairs to be made, the developer, unitowners association may have the repairs performed and shall have a cause of action against the individual unitowner for the cost of such repairs.
13. **Fences:** When fences are placed on the unit, they shall be of chain link construction or other type of construction approved by the developer. No fence may be constructed which exceeds the front building line of the property. The front building line of the dwelling is defined as a line drawn parallel with the front of the foundation and extended to the side lines of the unit. All fences shall be installed and maintained in geometrically straight and neat condition.
14. **Set-Back Requirements:** No structure shall be placed nearer than twenty-five (25) feet from any front boundary line or twelve (12) feet from any side or twenty (20) feet from rear boundary (excluding wells and septic systems). In the event that the unit fronts on two roads, developer shall designate which road the structure shall front upon.

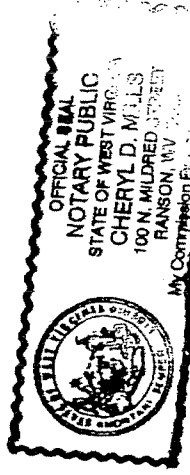
It shall not be a violation of these restrictions for the owner of two adjacent units to erect a dwelling or outbuilding closer to the common boundary line between those two units than the setback restrictions herein allow, but if this is done, the two units hereinafter shall be deemed one unit and shall not be used for more than one residence.

15. **Completion of Dwelling:** The exterior of any one building constructed on a unit shall be completed, including grading and landscaping, within one year from the beginning of such construction and all dwellings must be completed on the exterior before being occupied.
16. **Approval of Plans and Committee:** Notwithstanding any other provisions, no building, fence, outbuilding, structure or any improvements (including swimming pools) shall be erected, placed, or altered on any unit until the exact construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony with the design with the existing structure, harmony with the developer's concept of the subdivision and as to location with respect to topography and finished grade elevation. The exact plans shall be submitted in writing and the committee's approval or disapproval will also be in writing. The committee shall approve or disapprove the plans within thirty (30) days.

17. **General Construction Requirements:** Modular homes with a roof pitch of less than 4/12 shall not be permitted. No log houses shall be permitted. Chimneys shall be in proportion to the dwelling.
18. **Post Office Facilities:** Only the post office facility provided by the developer for the entire subdivision shall be used for mail delivery.
19. **Garage and Out-Buildings:** No more than one out-building, larger than 12'x16' in size, and one garage shall be permitted per unit, and the garage roof design shall conform to that of the house. Further, out-buildings shall be of the design, color and material of the house, so as not to detract from nor diminish the value of the homes in the subdivision and shall have concrete foundations.
20. **Dwelling size:** Each residence of single-story design shall contain not less than 800 square feet of floor area. Each residence of more than single-story design shall contain not less than 1,200 square feet of floor area. Split foyer designs shall be considered one story with only the upper level being used to compute floor area. Porches, patios, carports, garages, basements, attics shall not be considered in computing the area for purposes of this restriction. Further areas on the second floor with less than 7 1/2 foot ceilings shall not also be considered in computing the area for purposes of this restriction.
21. **Antennas:** No antennas, including TV, CB, short-wave, etc. shall be permitted on any portion of the property, nor shall anything be done thereon which becomes an annoyance, hazard or nuisance or disturbs the quiet enjoyment of the adjoining unitowners.
22. **Nuisances:** No nuisance, obnoxious or offensive activity shall be permitted on any portion of the property, nor shall anything be done thereon which becomes an annoyance, hazard or nuisance or disturbs the quiet enjoyment of the adjoining unitowners.
23. **Change of Covenants:** The Crosswinds Lotowners Association, upon the affirmative vote of eighty percent (80%) of those entitled to vote, may amend or alter any of these restrictive covenants, but such alteration or amendment shall be in keeping with the tone and general scheme of the subdivision. Any amendments or alterations of the restrictive covenants shall be in writing, signed by at least eighty percent (80%) of those entitled to vote, their signatures acknowledged, and the same recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia. One lot equals one vote.
24. **Severability and Headings:** Invalidation of any of these covenants by court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON

  
TOMMY B. LIPSCOMB (SEAL)



The foregoing instrument was acknowledged before me this 17 day of May, 1999 by

TOMMY B. LIPSCOMB.

  
NOTARY PUBLIC

My Commission expires: May 27, 2008

JEFFERSON COUNTY, WV  
FILED  
May 04, 1999 14:33:26

JOHN E. OTT  
COUNTY CLERK  
TRANSACTION NO: 1999009088

BOOK OF DEEDS  
Book: 00926 Page: 00036

