

The Building Control Committee shall have specific authority to grant variances, in appropriate circumstances, to Unit Owners who desire to construct (over or upon the 10-foot easement along each side of all boundary lines) porches, decks or other appurtenances non-integral to the primary residential structure. Any variance which the Building Control Committee may grant shall be based upon plans first submitted by the Unit Owners to the Committee.

The Unit Owner will bear the entire risk associated with the removal of the appurtenance in the event the Association must enter the easement for any purpose. The Association shall have no duty to repair, replace or otherwise compensate the Unit Owner for any damage incurred by any part of the the appurtenance while working within the easement.

Prior to the commencement of construction of the appurtenance, the Unit Owner shall execute and submit a waiver to the Association. The waiver shall state that the Unit Owner waives and releases any and all rights, claims and cause of action which the Owner has or may have against the Association for any and all damages sustained by an appurtenance encroaching upon the aforesaid 10-foot easement.

(f) EASEMENTS: There is reserved for the Association, its successors and assigns, and for the use of the Declarant in the development of this Subdivision, the following easements and rights-of-way incident to the development of this property:

(1) A ten (10) foot wide easement along each side of all road rights of way and along all other property boundary lines for the purpose of altering, adding, installing, operating and

maintaining sewage disposal lift stations, utility lines, mains, drainways, culverts, electric lines, cable television, water and sewer mains, as well as other services; reserving also the right of ingress and egress to such areas for any of the aforesaid purposes, together with the right to trim, cut and remove any trees and/or brush located in said rights of way.

(2) The Units shall be burdened by such additional rights of way and easements as may be shown on the recorded maps or plats of said Subdivision, or as may be placed in any deeds of conveyance for each individual Unit.

(3) Declarant reserves unto itself, its stockholders, its successors and assigns, a perpetual, alienable and releaseable easement and right to use the roads in the Subdivision, and the right on, over and under the cables, conduits, gas lines, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities within the right of way of the roads and on such other reserved areas as are shown on the recorded plan of the Subdivision. Declarant may also cut drainways for surface water whenever and wherever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installations and to maintain reasonable standards of health,

safety and appearance. Such right may be exercised by any licensee of but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

(g) ALLOCATED INTEREST, USE AND ENJOYMENT OF COMMON ELEMENTS:

(1) Each Unit Owner shall be allocated an undivided interest in the Common Elements and perform the Common Expense of the Association of not less than one-one hundred sixtieth (1/160th) for each Unit held in Fee Simple. Since it is Declarant's intention to conduct the development of the CIC in four (4) phases, the Unit Owners' allocated interests will vary depending upon the ultimate number of Units created by Declarant. THE TOTAL NUMBER OF LOTS DEDICATED TO THE CIC HAS NOT BEEN CONCLUSIVELY DETERMINED. (See Pages 27 and 28 for projections.) The Special Declarant rights reserved permit Declarant to create or subdivide Units within a phase where no Units have been sold or eliminate an entire phase. Should Declarant determine to create or eliminate Units or entire phases from the CIC, then the allocated interest in the CIC will vary accordingly. Unit Owners can determine their allocated interests by the formula that an allocated interest is equal to a fraction wherein the numerator is one (representing one Unit) and the denominator is a number equal to the total number of lots within all dedicated phases. Unit Owners holding a fee simple interest in a Unit may have their allocated interest increased or reduced by an amount equal to the number of Units added or subtracted from the projections listed. The denominator of each fraction is subject to change

due to the rights reserved in Declarant to subdivide or create the lots in any phase or to delete entire phases.

(2) Each of the streets in the Subdivision and the recreational facilities, if any, are dedicated to the use of and by members of the Association (subject to the Declarant's right of use) and shall be under the control and supervision of the Association. An easement for the use and enjoyment of each of said streets and areas designated as recreational, if any, is reserved to the Association, its successors and assigns; to the person who are, from time to time, members of the Association, as provided for in the By-Laws of said Association; to the residents, tenants and occupants of any residential dwelling and to the invitees of all of the aforementioned persons, the use of which shall be subject to such rules and regulations as may be hereinafter set forth and as may, from time to time, be prescribed by the said Association.

(2) Declarant reserves the right to fix the grades and elevations of all streets within the Subdivision. Any top or other soil removed from any Unit within the Subdivision shall be deposited by the Unit owner in such area of said Subdivision as may be determined by Declarant. In the event that Declarant does not desire said soil, it may then be deposited by the Unit owner elsewhere.

(3) Each Unit owner shall be responsible for placing metal culverts, as designated by the West Virginia Department of Highways or Declarant, under sidewalks and/or driveways in order to facilitate the proper drainage of storm sewers along the

streets of the Subdivision.

(h) MOTOR VEHICLE SPEED LIMITS:

(1) Speed limits for streets and the rules governing the use of parks and recreational facilities within the Subdivision shall be promulgated from time to time by the Board of Directors of the Association. Appropriate postings of these speed limits shall be made. The Association shall have the power to assess fines for violation of motor speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, and the amount of such fine shall be collectible by the same means as are prescribed for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in the Restrictions.

(2) No motor vehicle of any nature, except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

(i) ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE:

In the event any owner of any Unit shall fail to maintain the Unit premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, notice shall be provided by the Board, in writing, to the owner to correct the condition and if after thirty (30) days the condition has not been corrected, the Association shall have the right, through its agents and employees to enter upon said Unit and repair, maintain and restore the Unit and the exterior of the buildings and any other improvements erected thereon to the extent

authorized by law. Such right shall not be exercised unless two-thirds (2/3) of such Board of Directors and sixty percent (60%) of the members at a duly called meeting for that purpose shall have voted in favor of its being exercised. The cost of such exterior maintenance and maintenance of the Unit shall be added to and become part of the annual charge to which such Unit is subject and until paid shall be a lien on said Unit and improvements thereon.

(j) STREETS:

Declarant covenants that the entrance way and streets as designated on the plats of Meadow Land Subdivision will be paved on or before the 1st day of January, 1995. The paving of the entrance way and streets shall be of asphalt material. The streets shall be paved to a width of at least twenty (20) feet and all paving shall be done in accordance with generally accepted paving standards as the same now exist in the Morgantown area.

All Unit owners who construct a dwelling on any of the Units of Meadow Land Subdivision after the paving of the streets of said Subdivision has commenced, shall deposit with the Property Owners Association an amount equal to the sum of Two Thousand, Five Hundred Dollars (\$2,500.00) or cash equivalency (as calculated on a U. S. Dollar value basis for the year 1987) to pay for the cost of any damage that might be done to the streets, flora or utilities by the owners or their contractor in the process of constructing and landscaping the Units. In the event that any damage is caused to the streets by said owners or their contractor, then the Association shall immediately repair said