

**Adopted July 1, 2011**

**Overlook at Greenbrier Property Owners Association, Inc.**

**Policy #1**

**Owner Responsibility Policy: Building Concerns, Safety Issues and  
Contractor Rules**

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## **Statement of Authority**

The Property Owners Association of the Overlook at Greenbrier, Inc. ("POA"), through the Board of Directors ("Board") and with the Association's Covenants, Bylaws and Policies, believes in a cohesive environment that respects the needs of individual property Owners and their subcontractors, yet does not compromise the quiet enjoyment and privacy of existing Owners. These guidelines are established to ensure the integrity of the properties, grounds and value of the development as well as the safety of all Owners, guests and invitees within the Overlook at Greenbrier. This Policy outlines what is to be expected of Owners, contractors and service providers.

The term "Contractor" shall mean and include any and all persons, entities, corporations and businesses of any kind whatsoever, including their officers, directors, employees, independent contractors, subcontractors, material suppliers and agents, who provide construction, design, painting, excavation, landscaping or other such property and home improvements and services.

In particular, there are two prominent areas of concern for the Overlook at Greenbrier property Owners: (1) the integrity of the roadway system; and (2) the upkeep of a construction site throughout all construction stages.

The Board is charged by the Association's Bylaws and Covenants to maintain the roadway system and common environment of the community. See Exhibit A for certain covenant excerpts from the Association's Declaration of Restrictive Covenants. The policy that follows represents the interpretation by the Board of both its obligations, as well as the responsibilities of all Owners, to act in support of the Covenants, Bylaws and Policies.

The Board of Directors may have latitude in the interpretation and enforcement of this Policy, due to unique building site situations or Owner needs, but any variations in the enforcement of these rules will neither set

precedent nor constitute a change in Policy and, in all cases, any exceptions must be in writing by the POA Board.

### **Obligations of the Owner and Contractor**

The Board of Directors shall have the authority and right at any time, and from time to time at any reasonable hour, to inspect improvements under construction for the purpose of determining whether the same comply in all respects with the Covenants, Bylaws and Policies as approved by it, but it shall have no duty to make such inspections.

Prior to construction, the Board shall require that the Owner shall provide a Property Improvement Notification, a copy of which is attached hereto as Exhibit B. The purpose of this form is to serve both the Owner and the Board with a shared awareness of the scale and scope of the construction project. Such communication will assure both the Owner and the POA that the Covenants, Bylaws and Policies relating to construction are in alignment and understood by all parties.

Each Owner, and his or her agents, shall at all times conform and comply with all approved Covenants, Bylaws and Policies concerning roadways and construction sites. Specifications for the improvements on such property must comply in all respects with the POA Covenants, Bylaws and Policies as well as all applicable laws, ordinances, building codes, rules, regulations, orders and the like of Greenbrier County, the state of West Virginia, and U.S. federal statutes, or any agencies or departments thereof, and of any other governmental authority, agency or department having jurisdiction.

### **Key Access to Gates**

It is the obligation of the property Owner to control all access to the gates of the properties and to be responsible for any distribution and return of gate keys. Further it is the obligation of the Owner to inform all Contractors of the relevant Covenants, Bylaws and Policies of the POA. In turn, it is the responsibility of the Contractor to observe all Covenants Bylaws and Policies, and also to promote the overall safety of the

construction site by communicating such information to all subcontractors and workers. All gates shall be locked at all times.

In that the POA does not have a supervisor or caretaker posted at the community, a phone number has been posted at each of the five gates. This phone will accept messages, but it is neither live nor connected to a caretaker. If there is a problem in either entering or exiting a property and the gate is locked, and the Owner/Contractor/Service Contractor cannot pass through, there will be a \$25 fee for a POA representative to assist with opening the gate, if such a person is available. Proper identification will be required of the caller. In all situations, it is the Owner's responsibility to control gate access for all Contractors and service providers. This courtesy service is neither guaranteed nor should be relied on as a means to open the gates.

### **Emergency 911 Helipads**

There are three emergency helipads located within our community. The helipads are clearly marked. Under no circumstances can there be any construction activity, staging, unloading, parking, storage, etc., within the helipad area. In the event of emergencies, calls should be made to 911, using the appropriate helipad coordinates (they are posted at the pad site, and are registered with emergency services).

### **Helipad Coordinates**

<u>Locations</u>	<u>Latitude</u>	<u>Longitude</u>
Pine Ridge Way	37.73467450	80.36520848
Katy Drive	37.70268885	80.35795767
Lovely Day Drive	37.70431645	80.37640227

### **Minimum Building Requirements**

#### **[Reference Declaration]**

## **Utility Easements**

It is critical that owners and contractors be familiar with Article VII of the Declaration of Reservations and Restrictive Covenants, in particular, "Each road right-of-way is sixty feet (60') in total width, being thirty feet (30') on either side of the roadway center line. Street lines shall be measured from the edge of the right-of-way."

When a lot is to be graded and groomed for construction purposes, Owners must exercise great care and attention to preserve the integrity of any adjoining road. As such, the Board may delegate a representative to review any such land improvement/modifications, relative to any roadway.

## **Permits**

All requirements, permits, certificates and inspections for Federal, State, and County shall be completed, filed and copied to the Board/POA, within 30 days of approval. A copy can be mailed to the Board address found on the *Pre-construction Notification and Information Application*.

## **Silt Fences**

The construction will be fenced and maintained in conformance with Federal, State and County regulations and permits, so as not to impact adjacent areas.

## **Portable Toilets**

If flushing toilets, connected to a septic system, are not available onsite, portable chemical toilet facilities must be in place at the time construction work is commenced and placed within the limits of disturbance (site).

Portable toilets must:

- Be emptied regularly;
- Be secured due to high winds;
- Be removed when construction is completed or construction is halted for more than 30 days;
- Not be stored on the roadway or roadway shoulders; and

- Be located out of site from the roadway.

### **Trash Containment**

Trash storage/dumpsters facilities must be in place at the time construction work is commenced and placed within the limits of disturbance (site). No stockpiling of debris onsite is permitted. Trash storage/dumpster must

- Be emptied regularly;
- Be secured due to high winds;
- Be removed when construction is completed or construction is halted for more than 30 days;
- Not be stored on the roadway or roadway shoulders; and
- Be located out of site from the roadway.

### **Parking, Vehicles and Equipment Storage**

No construction vehicle, trailer, or equipment of any kind may be parked or stored on any roadway within the community. Construction vehicles, trailers and equipment will park or be stored onsite within the driveway or the limits of disturbance. All vehicles must be registered (department of motor vehicles) and known by the Owner. In addition, such construction vehicle, trailer, or equipment must be located out of site from the roadway. Exceptions must be approved in writing by the Board.

### **Material Storage**

At no time will storage of materials of any kind be allowed on the roadway or roadway shoulder. All building materials and equipment will be stored within the limits of disturbance unless approved by the Board in writing. If approved to store/stage materials on the roadway or roadway shoulders by the Board, the contractor will be required to mark and identify limits to avoid damage to or hindrance of the roadway. If loss, theft or damage occurs, even after approval, the loss, theft or damage will be the responsibility of the Owner.

## **Concrete Trucks**

Concrete trucks will not be allowed to wash out in the roadway or roadway shoulder. The Owner/Contractor will be responsible to provide a wash site for the trucks within the limits of disturbance, at no time allowing the material to leave the limits of disturbance.

## **Deliveries**

All loading, unloading and hauling on roadways within the community will conform to County Codes. These codes will be strictly adhered to and monitored. If any staging or unloading of materials occupies any part of the roadway or roadway shoulder, the Owner/Contractor will be required to post signage and flaggers during this process. Owners in cars should not be kept in a blocked roadway for any unreasonable time period. All effort shall be made to assist drive-by Owners to pass the blockage in reasonable time.

## **Noise**

All noise abatement laws of the County will be adhered during construction.

## **Fires**

All County and State burn laws shall be strictly adhered to. Open fires are subject to permits and schedules determined by these agencies, with no exceptions.

## **Animals**

Contractors may not bring pets within the community (worksite, grounds, roadways) at any time. Feeding or disturbing domestic or wild animals is prohibited.

## **Hunting**

Contractors may not hunt within the community (worksite, grounds, roadways) at any time.

## **Alcohol**

Contractors may not transport, possess or consume alcohol or drugs in the community (worksite, grounds, roadways) at any time.

## **Trespassing**

The Association will enforce trespassing violations to the fullest extent under the law.

## **Roadway Regulations**

The Board's obligation as stated in the Covenants is to maintain the integrity of the roadways. The Board's budget policies reflect this as its paramount obligation. As such, the majority of our budget and planning is directed at the care, maintenance and preservation of the community's 20-plus miles of the shale and gravel roadways.

In general, it is assumed that all roadways within the community will suffer normal wear and tear, through resident usage, and may occur in a more accelerated fashion during property improvements and construction activities.

However, in some cases, serious roadway wear will occur during the property improvement stage (clearing of trees, home foundation, etc.) continuing on through the building construction phase. Owners are responsible for such serious roadway wear and tear, which could include but is not limited to crowning of the roadway due to the size and weight of construction vehicles; loss of aggregate base due to failure of construction vehicles to follow posted speed limit signs.

It is important to note that wear and tear caused by construction traffic may not be repaired for one or more years.

All roadway regulations are strictly enforced as posted. The members of the Board, and the POA roadway caretaker services, have the right to notify any violators and cite.

At no time will the removal or modification of the following items be allowed: roadways, curbs, shoulders, berms, culverts, utilities.

When building a driveway from the low side of a roadway, the natural slope of the low side embankment that supports the (Association's) roadway must be preserved. Owners are not permitted to disturb or change this natural slope.

Whenever a driveway is cut into a development roadway, a drainage culvert must be installed and inspected by the Board's designated Road Committee representative.

All disturbances to the roadway by heavy equipment (or the resulting actions of activities or improvements by Owner on their lot) must be immediately redressed by the Owner and the roadway returned to original condition, which will include such items as smoothing and leveling the roadway surface, adding new gravel and replacement surface materials, reforming any berm areas, cleaning or reestablishing of any drainage troughs, reinstalling any signage or posts. Only Board approved vendors may perform work on the Association roadways. The Board's designated Road Committee representative will be the judge of the quality of all roadway work, or, of the need for further effort.

### Speed Limits and Other Safety Issues

The maximum posted speed for all vehicles is 13 miles per hour. Roadway and weather conditions vary widely throughout the community. In addition, the roadways do not have guard rails. Use extreme caution when traveling through the community.

### Noncompliance

Noncompliance assessment items shall be as follows:

**1st Notice: Verbal, followed up with written notice to Owner, and a two-week Owner acknowledgement required.**

**2<sup>nd</sup> Notice: Written notice sent registered mail to Owner, with specific time frame to comply.**

**3<sup>rd</sup> Notice: Notice of failure to comply sent to Owner, and POA attorney, resulting in Board/POA completing the work, and assessing the Owner.**

**Board/POA reserves the right to control vehicle access to the Properties at all times, based upon the following:**

**1<sup>st</sup> Offense: Written warning to violator, copied to Owner.**

**2<sup>nd</sup> Offense: Temporary loss to violator of onsite driving access to Overlook at Greenbrier roadways for 30 days, copy to Owner.**

**3<sup>rd</sup> Offense: Permanent loss to violator of onsite driving access to the Overlook at Greenbrier roadways, copy to Owner.**

### **Helpful Resources**

**For more information on the Association, register as an Owner and view the "documents" library under the Owner Only side of POA website.**

**[www.OverlookatGreenbrier.org](http://www.OverlookatGreenbrier.org)**

## **Exhibit A – Excerpts from Declaration of Restrictive Covenants** **Overlook at Greenbrier Property Owners Association, Inc.**

Below is a summary of the key Covenants found in the Declaration of Restrictive Covenants for Overlook at Greenbrier Property Owners Association, Inc. The excerpts below are meant to be used as a quick guide for owners to use in their planning and development of their respective property improvements. This is not a complete list of Covenants and should not be relied on. Refer to your restrictive Covenants that were received at the time of purchase.

### **Article VIII Residential and Area Use**

All Lots shall be used for residential and recreational purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling, containing not less than 1000 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding.

- (a) All exterior construction must be completed and closed within one (1) year of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation.
- (b) There shall be no single-wide or double-wide mobile homes (as they are defined in West Virginia Code 37-15-2), house trailers, or buses situate on any Lot as residence or for the storage of materials therein, either temporarily or permanently.
- (c) Improvements and construction for the maintenance of animals shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements need not be constructed of materials identical to an existing 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.

### **Article IX Sewage and Junk**

No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

### **Article X Parking**

No automobiles or other motor vehicles shall be parked in or within twenty-five (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.

Article XI 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 square feet (4') in size.

Article XII Agriculture

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single Lot at any one time. Hunting and trapping of wildlife is (sic) permitted within The Properties and on the Common Area(s) in accordance with West Virginia law.

Article XIII Commercial Use

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within The Existing Property. 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.

Article XIV Nuisance

No noxious, noisy or offensive activity shall be carried on within The Existing Property, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Existing Property at any time.

Article XV Waste

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within The Existing Properties. The Association shall ensure that trash collection is provided to each Lot regardless of whether the Lot is occupied, and trash collection charges shall be collectable from Lot Owners not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Existing Property.

Article XVI Camping

Temporary camping is permitted upon the Lots from February 1 through 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. No individual or groups can spend more than thirty (30) continuous nights camping on said lots.

Article XVIII Swale and Drainage Areas

All drainage patterns and swale areas shown on the plat across Lots within The Existing Property are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for storm water runoff.

**Article XIX Violations**

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Existing Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

**Article XX No Further Subdivision**

No Lot within The Existing Property shall be further subdivided, divided or portioned in any way by sale, gift, devise or other method, except to allow for nominal boundary line adjustments. Provided, however, Owners of Lot(s) larger than forty (40) acres may subdivide one time, provided that no resulting Lot created or the residue shall contain less than twenty (20) acres. Any additional Lots created will, upon recordation of the plat creating the same, automatically become subject to the provisions of this Declaration in its entirety and any supplemental Declarations, without the need for an additional or supplemental Declaration as to such Lot(s), and all Owners of such Lot(s) shall comply with the terms hereof.

**Exhibit B – Property Improvement Notification**

**Overlook at Greenbrier Property Owners Association, Inc.**

As of July 1, 2011, under Policy #1 - Owner Responsibility Policy: Building Concerns, Safety Issues and Contractor Rules, prior to construction, the Board shall require that the Owner shall provide a *Property Improvement Notification*.

**Property Improvement Notification**

**Overlook at Greenbrier Property Owners Association, Inc.**

Date of Notification: \_\_\_\_\_

Lot #: \_\_\_\_\_ Lot size/acreage: \_\_\_\_\_

Gate Access (Road) \_\_\_\_\_

Owner(s):

Name:

\_\_\_\_\_

Email:

\_\_\_\_\_

Mailing address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

**Construction/Land Improvement - During the next 12 months, do your plans include (Indicate: yes, no, or number):**

- \_\_\_\_\_ Lot clearing
- \_\_\_\_\_ Driveway construction
- \_\_\_\_\_ Well drilling
- \_\_\_\_\_ Building construction
- \_\_\_\_\_ House
- \_\_\_\_\_ Storage/garage
- \_\_\_\_\_ House square footage
- \_\_\_\_\_ Storage/garage square footage
- \_\_\_\_\_ Number floors (residence)
- \_\_\_\_\_ Basement included (residence)

**Comments/Questions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Mail to:**

**Secretary  
Overlook at Greenbrier  
Property Owners Association, Inc.  
P.O. Box 929  
White Sulphur Springs, WV 24986**

*(The Board will acknowledge the application within 10 business days of receipt.)*