

**EAGLES LANDING SECTION 2  
RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS**

The following restrictive covenants and reservations created by Donald B. Pence shall apply and be binding upon all real property situate in Eagles Landing Subdivision Section 2 as shown on the plat of said Subdivision recorded in the State of West Virginia, Hardy County Commission Clerk's Office in deed book 287, page 56, and shall be considered covenants running with the land, and shall be binding upon all owners of property in said Subdivision, their heirs, successors and assigns to be observed and enforced by the said Donald B. Pence, his successors and assigns, and all purchasers of tracts within said subdivision, as follows:

**RESIDENTIAL AND AREA USES**

No manufacturing or commercial establishment of any kind shall be erected on said property, and no building erected thereon shall be used for commercial purposes, nor shall said property in any way be used for other than strictly residential purposes. No tract shall be split, divided, or subdivided by sale, resale, gift, devise, transfer or otherwise. No more than one dwelling may be erected on any one tract. There shall be no house trailers, mobile homes or double-wide mobile homes, campers, tents or similar building units on any tract as a residence or for storage, either temporarily or permanently nor shall roofs have pitches less than 5/12. Improvements and construction for the maintenance of animals shall be kept in good repair. Each Tract Owner shall maintain any such improvements placed upon any tract, and no unsightly or dilapidated buildings or other structures shall be permitted on any tract. No signs, billboards, or advertising devices of any kind except those used in any subsequent sale of the property, shall be placed or otherwise installed on any tract or building within the subdivision, except that the developer may use signs to promote the sale of improved or unimproved tracts in the subdivision.

**DWELLINGS**

Dwelling must be completed before being occupied and must be finished on the exterior so as not to detract from the value of other property owners. Dwelling must have a minimum of 1,300 square feet of living space, excluding basement and garage space. Further, the developer or his assigns reserves the right to selectively increase or decrease the minimum square feet requirement. Further, any building commenced on said property shall be completed within one year of said commencement date. Outbuildings erected on each tract are to be limited to those uses related to single-family dwellings and no structure shall be of un-faced concrete block or unfinished materials. Each owner shall keep their respective tract and all improvements therein or thereon, in good order and repair in a manner and with such frequency as is consistent with good property management.

**SEWAGE AND JUNK**

No outside toilet or closet shall be erected on any tract. No junk, inoperative, unlicensed, unregistered automobiles, trucks, motorcycles, motorbikes, unused vehicles, commercial vehicles, or other vehicles, whether motorized or self-propelled, shall be parked or placed or abandoned anywhere within the subdivision, unless housed in a garage of the type described above. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any tract, except building materials during the course of construction of any dwelling.

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**AGRICULTURE**

No swine, cattle, or poultry commercial operations, commercial poultry house, nor commercial livestock feed lots are allowed on any tracts. No commercial kennels are allowed on any tract.

**COMMERCIAL USE**

No tract shall be used for commercial purposes, save that tracts may be utilized for in-home occupations, although no signs or advertisements thereof will be permitted within the property. Such in-home occupational use shall not be permitted to become a nuisance to other Tract Owners. Specifically, no vehicle-related occupations are permitted, such as body and repair shops, salvage or junk yard operations, used car lots, or metal and welding type occupations, etc., nor shall Churches or houses of worship be permitted.

**NUISANCE**

No noxious, noisy, offensive or illegal activity shall be carried on within the properties, 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 properties at any time.

**WASTE**

No tract 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. No open fires, other than cooking grills, shall be permitted on any part of the property. Outdoor fireplaces/incinerators, if built, and all chimneys shall be provided with fire screens. All tracts shall be kept free and clear of trash and rubbish at all times and shall be well kept.

**ROADS AND RIGHTS OF WAY**

As this Subdivision has been created lying adjacent to West Virginia Secondary Route 3/1, the following conditions and covenants concerning roads and rights of way in the subdivision, shall apply:

a. All tracts are serviced by a road (Woodland Drive) created by the Developer. The road section fronting tract 1 and 2 are part of each respective tract. All tract owners have a 30 foot right of way over this road for ingress and egress to and from their properties. All tract owners share equally in the road maintenance and shall collectively determine an amount to be assessed for said maintenance each year and shall deposit said amounts in a road maintenance account set up for this purpose. If an agreement cannot be reached by the owners, the Developer shall set the fee. The initial assessment shall be \$100.00 per tract per year deposited on or about the 1<sup>st</sup> day of July or at the time of settlement on each respective tract. Failure to pay this assessment shall be a breach of subdivision covenants and shall be enforced as indicated below in the enforcement section.

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b. The WV State Department of Highway entrance permit shall remain in the name of the developer. The tract entrance shall however be maintained as part of the road maintenance as prescribed above and in accordance the WV Department of Highway Permit Number 5-05-0743 dated July 15, 2005 and the compliance letter dated December 5, 2005.

**DURATION, ENFORCEMENT AND SERVERABILITY**

These covenants, conditions and reservations are to run with the land and shall be binding on all parties and persons claiming under them for a period of Thirty (30) years. After such time, the said covenants, conditions and reservations shall be automatically extended for such successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts within the said subdivision has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, and furthermore, the person or persons in violation shall pay all cost of any such suits to enforce compliance with these covenants. Invalidity of any of these covenants, conditions and restrictions by judgment or by court order shall in no way affect any of the other provisions which remain in force and effect.

**SOUTHEAST BOUNDS CO RT3/1  
3.00 ACRES ELY ETALS  
RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS**

The following restrictive covenants and reservations created by Donald B. Pence shall apply and be binding upon this real property situate next to Eagles Landing Subdivision Section 2 as shown on the plat of said Subdivision recorded in the State of West Virginia, Hardy County Commission Clerk's Office in deed book 287, page 56, and shall be considered covenants running with the land, and shall be binding upon all owners of said property, their heirs, successors and assigns to be observed and enforced by the said Donald B. Pence, his successors and assigns, and all purchasers of tracts within Eagles Landing Subdivision Section 2, as follows:

**RESIDENTIAL AND AREA USES**

No manufacturing or commercial establishment of any kind shall be erected on said property, and no building erected thereon shall be used for commercial purposes, nor shall said property in any way be used for other than strictly residential purposes. No tract shall be split, divided, or subdivided by sale, resale, gift, devise, transfer or otherwise. No more than one dwelling may be erected on any one tract. There shall be no house trailers, mobile homes or double-wide mobile homes, campers, tents or similar building units on this tract as a residence or for storage, either temporarily or permanently nor shall roofs have pitches less than 5/12. Improvements and construction for the maintenance of animals shall be kept in good repair. Tract Owner shall maintain any such improvements placed upon this tract, and no unsightly or dilapidated buildings or other structures shall be permitted on this tract. No signs, billboards, or advertising devices of any kind except those used in any subsequent sale of the property, shall be placed or otherwise installed on this tract or building, except that the developer may use signs to promote the sale of improved or unimproved tracts in Eagles Landing Subdivision Section 2.

**DWELLINGS**

Dwelling must be completed before being occupied and must be finished on the exterior so as not to detract from the value of other property owners in adjoining Eagles Landing Subdivision Section 2. Dwelling must have a minimum of 1,300 square feet of living space, excluding basement and garage space. Further, the developer or his assigns reserves the right to selectively increase or decrease the minimum square feet requirement. Further, any building commenced on said property shall be completed within one year of said commencement date. Outbuildings erected on this tract are to be limited to those uses related to single-family dwellings and no structure shall be of un-faced concrete block or unfinished materials. Owner (s) shall keep said tract and all improvements therein or thereon, in good order and repair in a manner and with such frequency as is consistent with good property management.

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assessment shall be a breach of subdivision covenants and shall be enforced as indicated below in the enforcement section.

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