

TO
WILDLIFE HAVEN RECREATIONAL LOTS
RESTRICTIVE AND PROTECTIVE COVENANTS

Herein set out are the Restrictive and Protective Covenants for WILDLIFE HAVEN RECREATIONAL LOTS located in Mill Run District, Pendleton County West Virginia;

Charles J. Edgar and Mary J. Edgar are the owners of said acreage and do hereby make and execute the following Restrictive and Protective Covenants;

It is hereby represented by Charles J. Edgar and Mary J. Edgar hereinafter referred to as "Grantors", that the following Restrictive and Protective Covenants shall run with the land in the WILDLIFE HAVEN RECREATIONAL LOTS in Mill Run District, Pendleton County, West Virginia, a plat of said lots being of record in the Clerk's Office of the County Commission of Pendleton County, West Virginia, in Deed Book _____, at page _____;

Grantors reserve unto themselves and their assigns in title, an easement for purposes of ingress and egress, forty (40) feet in width, on and over the roads in WILDLIFE HAVEN RECREATIONAL LOTS for the benefit of each lot owner their invitees and guests;

Grantors shall grant and convey unto the Grantees (purchasers) and assigns in title, an easement for ingress and egress, thirty (30) feet in width or and over the roads as shown on the plat of WILDLIFE HAVEN RECREATIONAL LOTS hereinabove referenced, and there shall be a ten (10) foot setback from the edge of said roadway easement;

Grantors and Grantee covenant and agree, with each other, that the Grantee, his heirs, executor, and/or assigns in title, shall pay the sum of One Hundred Dollars (\$150.00), per year, per lot of real estate herein after conveyed for the maintenance and improvement of the roads for access to WILDLIFE HAVEN RECREATIONAL LOTS and the roads within WILDLIFE HAVEN RECREATIONAL LOTS, and that this covenant to pay this money shall run with the land. The Grantors and Grantee further covenant and agree that this money

Charles J. Edgar or Mary J. Edgar until such time as the majority of the land owners in WILDLIFE HAVEN RECREATIONAL LOTS may then elect a new escrow agent. Provided however, that Charles J. Edgar or Mary J. Edgar reserves unto themselves the exclusive right to resign as escrow agent prior to the selling of all of the lots in WILDLIFE HAVEN RECREATIONAL LOTS, and if Charles J. Edgar or Mary J. Edgar, exercises this right, then at that time the majority of the land owners in WILDLIFE HAVEN RECREATIONAL LOTS will elect a new escrow agent;

Grantors and Grantee further covenant and agree that the lots of real estate herein conveyed are subject to the following restrictive and protective covenants which run with the land and which covenants shall, will, and do apply to the WILDLIFE HAVEN RECREATIONAL LOTS:

1. The Grantors reserve unto themselves, his heirs, executors, successors and assigns in title, the right to grant easements for utility services including but not limited to telephone systems, electrical distribution systems, sewer systems, gas systems, cable television systems, and water systems with the right of ingress and egress for the purpose of installation and maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the sides and rear of the lot; and ten (10) feet along any edge of the road easement.
2. Only factory manufactured campers may be left on any tract of land. No trucks, buses, old cars, or unsightly vehicles of any type or description may be used as living quarters. No motor vehicle which does not have current license plates or an inspection sticker shall be permitted on any lot other than a properly placed camping trailer. **Camping trailers may be placed on any lot provided the Pendleton County Ordinances and West Virginia State law concerning camping trailers are complied with. All outbuildings or campers placed on any tract must be kept in good condition.**
3. All toilets, septic tanks, sewage and waste disposal systems constructed on the land shall conform to the regulations of the West Virginia State Health Department and Pendleton County Health Department; further activities or use of said land shall not pollute or cause waste to any spring or stream situated on or traversing said land.
4. That the real estate conveyed by the Deed to which these restrictions are attached shall remain as a single tract and be considered as a single unit of acreage without any rights to sub-divide or change the original acreage as Deeded.
5. Grantor reserves all mineral rights.
6. No building of a temporary nature shall be erected or placed on any said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed one (1) year. No more than one residence shall be erected on any one lot, and it shall

This shall not include basement, garage, and porch or carport. All exterior constructions must be completed and closed in within one (1) year of the commencement date of construction.

Speed limit on all roads for all types of vehicles shall be no more than 10 mph.

All of said lots shall be used for residential or recreational purposes only. No business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock, **NO DOGS**, no swine, or poultry shall be kept or raised on said lot.

No mobile homes will be allowed in Wildlife Haven Recreational Lots.

0. Nothing herein is to be construed to prevent the Grantor from placing further restrictions or easements on any lot, which shall not have already been conveyed by them.
1. A yearly maintenance fee of \$150.00 for the use, upkeep, and maintenance of the established roads and other common use needs as they arise will be required by each lot owner. If road damage exceeds road funds, due to various causes, lot owners shall divide repair costs equally. Also there will be a late fee of twenty (\$20.00) dollars, interest at the rate of ten (10) % per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof. This delinquency shall constitute a lien on Grantee's property until paid and all Grantees do bind themselves, their heirs, and successors in title to this lien and to the covenants herein written. Thereafter, the owners of said tracts of land will pay the One Hundred Fifty Dollars maintenance fee by the end of January for the assessment year, until changed by the lot owners.

The One Hundred Fifty Dollars will be deposited in the Pendleton County Bank in the account, entitled, Wildlife Haven Road Maintenance Fund, assigned by the Grantors.

In the event of a resale of one or more parcels of land in Wildlife Haven Recreational Lots, the obligation to pay this maintenance fee shall become the obligation of the new owner.

If any one owner owns more than one lot, each lot will be assessed the required road maintenance fee.

If the owner of any lot is in default in the payment of this fee, including interest and costs of collection, in addition to any other means of collection, the Grantor may bring an action at law against the Lot(s) owner involved.

12. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, during the construction of a driveway into any lot, a minimum fifteen (15) inch diameter culvert, or larger if necessary, shall be used to prohibit blockage of natural drainage. If any culvert is to be replaced, it shall be replaced with a pipe that is a minimum of fifteen (15) inches in diameter. The intent of this provision is to maintain at all times the natural drainage of the subdivision. It will be the responsibility of the land owner to maintain and keep all culverts on their property clear and clean at all times. All shared culverts shall be the responsibility of each lot owner. If a culvert is not maintained, the developer or association may perform the task required and bill the lot owner for said work and the bill will be paid within 30 days of mailing. If the assessed amount is not paid it will automatically be

proceeding.

13. **Grantors reserve the right to replat any lot or lots prior to delivery of a contract to a purchaser.** Nothing herein shall be construed to prevent Grantors from imposing additional covenants or restrictions on any unsold lots.
14. **In the event state, local government, and utility, or Grantors expect or requires the installation of a public utility system within the area of which this is a part, the Grantee(s), by the acceptance of the Deed, do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof, as the same cost is to be determined by the appropriate authority.**
15. Additional property may be annexed to Wildlife Haven by the Grantors and developed.
16. **No ATV's, go-carts, or motorized bikes will be allowed in Wildlife Haven Recreational Lots with the exception of a legally handicapped person, which vehicle shall be used only by the disabled individual.** Grantors retain rights to use all necessary vehicles for utilitarian purposes.
17. Gate at the entrance of Wildlife Haven Recreational Lots is to be kept closed and locked at all times. Care should be taken to avoid breakage of the gate. If the gate becomes damaged it is to be reported to the Grantor as soon as possible. The gate is for the owner's protection.
18. Grantee(s) will be responsible to have main road repaired should damage (determined by the Grantors) to the main road occur when clearing or working on Grantee's lot.
19. Invalidity of any of these covenants by judgment or Court Order, shall in no way effect the validity of any of the other provisions which shall remain in full force and effect.
20. Grantee(s) are required to obtain written permission from the Grantors to hunt on any unsold lots within Wildlife Haven. All West Virginia hunting laws and administrative orders of the National Forest or the West Virginia Department of Natural Resources will be followed by the lot owners and their guests or invitees. The developers/owners of Wildlife Haven Recreational Lots are NOT responsible for any criminal or civil wrongdoing within Wildlife Haven. All Lot owners may fish Briggs Run for catch and release only.
21. In the event of a violation or breach of any of these covenants or restrictions or an attempt to violate or breach any of the covenants or restrictions by the Grantee or any property owner, agent of such owner, or their heirs and assigns, the Grantors or other property owners in the development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof, to prevent any attempted violation or breach of terms hereof, and/or to recover damages for the violation of the terms hereof. In addition, the property owner violating or attempting to violate the covenants and restrictions shall pay the reasonable expenses, including but not limited to court costs, attorney fees, and expert witness fees, of the Grantors and/o other property owners compelling compliance with the covenants and