



DECLARATION OF COVENANTS AND RESTRICTIONS

WARDEN GLEN SUBDIVISION

WARDENSVILLE, WEST VIRGINIA

THIS DECLARATION made this 2<sup>nd</sup> day of August 2006 by R.C. Adams, Inc., hereinafter called "Developer".

WHEREAS, Developer is the owner of the real property described as Warden Glen Subdivision; and,

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunity in said community and for the maintenance of the Properties and improvements thereon, and to this end desires to subject the real property described as Warden Glen together with such additions as may hereafter be made thereto the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, It is up to the benefit and advantage of R.C. Adams, Inc and its successors in ownership of said lots and parcels, that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with above described property. These covenants shall not apply to any other property owned by R.C. Adams, Inc., even though it may be contiguous with the above described property.

NOW THEREFORE, in consideration of said benefits, R.C. Adams, Inc., does hereby proclaim, publish and declare that all of the following protective covenants shall apply to any such lots or parcels whether or not R.C. Adams, Inc., hereafter specifically declares to be subject to such covenants by recital in any deed of conveyance executed and delivered by the undersigned. These covenants shall become effective immediately and shall run with the land described in any deed of conveyance for Warden Glen and be binding upon all persons claiming under R.C. Adams, Inc. authority until terminated by operation of law, or as hereinafter set forth:

ARTICLE 1

DEFINITIONS

"Declaration" shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

"Developer" shall mean and refer to R.C. Adams, Inc., their successor or assigns, or with any successor or assign to all or substantially all of their interests in the development of said properties.

"General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the properties, as may be amended from time to time.

"The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may be annexed thereto from time to time under the provisions of Article II hereof.

"Living Unit" shall mean and refer to any portion of a structure, situated on the properties, designed and intended for use and occupancy as a residence by a single family.

"Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the properties.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having an interest merely as security for the performance of an obligation.

"Occupant" shall mean and refer to the occupant of a Living Unit, who shall be either the owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

"Development" shall mean and refer to the platted subdivision which is subject to this declaration.

## ARTICLE II

### PROPERTY ATTACHED TO THIS DECLARATION

#### ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, and conveyed, and occupied subject to this Declaration is located in Wardensville, West Virginia, and is more particularly described in Exhibit A.

Section 2. Additions to existing property. Added properties may become subject, to this declaration. The developer its successors and assigns, shall have the right to acquire and bring within the scheme of this declaration additional properties, in future stages of development, which are contiguous to the land illustrated in Exhibit A. Nothing

herein shall mean Developer must develop the Properties according to the General Plan of Development.

### ARTICLE III

#### USE OF PROPERTY

##### Section 1. Protective Covenants

- (a) Residential use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a living unit to a single family, subject to all the provisions of the Declaration.
- (b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.
- (c) Restriction on Further Subdivision. No lot upon which a living unit has been constructed shall be further subdivided or separated into smaller lots by any owner, and no portion less than all of any such lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.
- (d) NO Temporary House. and no temporary or permanent storage building, shack, church, mobile home, tent, barn or other outbuilding shall be erected or placed upon said lots to be used for residential purposes. Said lots shall be used for single family residence purposes only.
- (e) No streets roads, or driveways shall be opened through said lots to service adjoining property except as might have been previously provided for by plat or survey duly recorded, or as might hereinafter be specified by the developer.
- (f) Fencing. No fencing shall be constructed in the front of any single family residence. Fencing may be placed in the back yard but such fences may not be taller than four (4) feet.
- (g) No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything

be done thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be located abutting the rear of the houses or shall be contained within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the house.

- (h) Dogs and Cats may be kept as household pets, except that kennels to house more than two (2) dogs are prohibited. As a general guideline, dogs must be controlled and / or restrained in a manner so as to not create a nuisance to surrounding homeowners. The term nuisance will include excessive barking.
- (i) No Hunting, trapping, or shooting of firearms of any kind will be permitted on any part of this subdivision, including the lots, common areas, and roads. This provision shall extend to all association members and to the public at large.
- (j) Adequate off-street parking shall be provided by the owners of said lots for the parking of automobiles owned by such owner, and said owners agree not to park their automobiles on the adjacent roads and streets as a matter of course. Commercial vehicles, tractor-trailers, etc. shall not be parked on said lots.
- (k) Easements are reserved to R.C. Adams, Inc., its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm water management, and sanitary sewers. Drainage flows shall not be obstructed nor be diverted from drainage swales, storm water ponds and/or utility easements.
- (l) Visual Obstructions. No fence, wall, shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such triangular area unless the foliage is maintained at sufficient height to prevent obstructions of such sight lines.

#### ARTICLE IV

## GENERAL PROVISIONS

Section 1. Duration: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 2. Enforcement: The developer, its representative, or an owner shall have the right to cause enforcement, by any proceeding at law or in equity, of all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration and any supplemental Declarations.

The failure to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenants, condition, provision, or agreement. The acceptance of performance of anything required to be performed, with knowledge of the breach of a term, covenant, condition, provision or agreement, shall not be deemed a waiver of any term, covenant, condition, provision or agreement shall be deemed to have made, unless expressed in writing and signed by the developer or its agents.

The provisions herein shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants shall be by a proceeding at law, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the developer or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be the conclusive presumption that any violation or breach or any attempted violation or breach, of any of the covenants or restrictions cannot be adequately remedied by recovery of damages in an action at law.

Section 3. Severability. Invalidation of any of these covenants by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Zoning. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any variance between any provision of such zoning restrictions and the restrictions of this declaration, the more restrictive provisions shall apply, provided they do not conflict with the zoning laws. In the event of a conflict, zoning ordinances shall prevail.

IN WITNESS WHEREOF, R.C. Adams, Inc., being the declarant herein, has caused this declaration to be signed by its President

R.C. ADAMS, INC.,  
A Virginia Corporation

By: \_\_\_\_\_

R.C. Adams, President

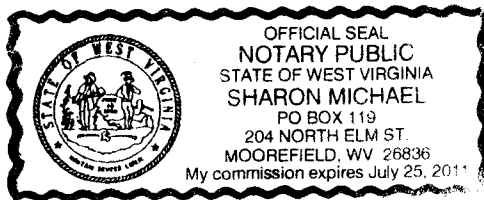
STATE OF West Virginia,  
COUNTY OF Hardy, to wit:

I, Sharon Michael, a Notary Public in and for the County  
and State aforesaid, do hereby certify that **R.C. Adams, President of R.C. Adams, Inc.,**  
**a Virginia Corporation**, whose name is signed to the writing above, bearing the date the  
7<sup>th</sup> day of August, 2006, has this day in my said county, before me,  
acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 7<sup>th</sup> day of August, 2006.

My commission expires July 25, 2011.

[AFFIX NOTARY SEAL]



[Signature]  
Notary Public

This document presented and filed:  
08/08/2006 09:28:21 AM

[Signature]

Gregory L. Ely, Hardy County, WV  
Transfer Tax: \$0.00