

## PROTECTIVE COVENANTS AND RESTRICTIONS

### OAK FLAT ESTATES, PENDLETON COUNTY

Herein set forth are the protective covenants and restrictions applicable to Oak Flat Estates, Pendleton County:

Whereas Stanley Lewis Craig and Doris Elaine Craig (hereinafter "DEVELOPER") are the owners of that certain of that certain tract or partial of real estate lying and being situate in Oak Flat, Pendleton County, West Virginia containing eight (8) tracts, more or less, and being a portion of those certain three tracts or parcels of real estate, all of which are more particularly set forth in that certain Plat dated October 1, 1999, as prepared by Elmer P. Snyder, Licensed Land Surveyor, and labeled Oak Flat Estates, and of record in the Clerk's Office of the County Commission of Pendleton County, West Virginia, in Map Book 5, at page 252; to which reference is herewith made, said tracts to be considered as a potential residential subdivision.

Said property owners do hereby make and declare the following Protective Covenants and Restrictions as to said real estate which has or will be sub-divided and will be sold to individual tract purchasers for the purpose of private dwellings there on. These Protective Covenants and Restrictions shall not apply to nor shall anything herein contained be construed as limiting or controlling, directly or indirectly, or restricting DEVELOPER, their successors, or assigns in the use of all other lands now owned or hereafter acquired in the same general area by DEVELOPER whether for residential, commercial, agricultural, or whatever purpose DEVELOPER might determine. A Master Plat of Oak Flat Estates has been recorded in the Clerk's Office aforesaid.

The purpose of DEVELOPER in subdivision and selling land within Oak Flat Estates is to provide for the permanent protection of the land, its use, value and the preservation of the natural character and beauty of the landscape. To this end, it is hereby declared by Developer that the following Covenants, Restrictions, and Easements shall constitute covenants to run with said land in Oak Flat Estates.

1. Without the expressed written authorization of Developer only private single family dwellings or recreational residences designed for single family occupancy shall be placed or constructed on any lot in Oak Flat Estates. Said premises shall not be used for any commercial use or purpose other than private recreational residential purposes, except as follows: The private

dwelling or residence may be rented, also a home occupation or business office shall be permitted. Only the persons actually residing in the dwelling in which the home occupation or business is situated may conduct occupation or business in said residence or dwelling. No more than two employees, in addition to resident family members, shall be allowed. Described home occupation or business must be integral part of the dwelling house.

2. All single story dwellings and residences shall have a minimum living space of not less than 1,300 square feet exclusive of basement, porches, decks, garages, carports or any like structures connected with the residence or dwelling. Any two or more story dwellings and residences shall have a minimum first floor living space of not less than 950 square feet exclusive of basement, porches, decks, garages, carports or any like structures connected with the residence or dwelling. Only buildings, structures, dwellings or residences which are compatible with the natural setting will be allowed within the subdivision. Separate structures, such as garages or storage buildings, must generally conform with the appearances and material structure of the residence or dwelling erected on said lot.

3. Before construction begins on any residence or dwelling, owner shall install an appropriate driveway or entrance to the lot. Such entrance shall include the installation of a culvert in the drainage ditch (there is no culvert required if there is no drainage ditch) of at least 15" in diameter and of a 20' minimum length to allow for proper drainage.

4. Within one year of construction commencement on a dwelling, residence or other structure, the exterior of said dwelling, residence or other structure must be completed. Exceptions will only be allowed when completion is impossible or would cause severe hardship for builder or purchaser as a result of fires, natural disasters, strikes or national emergencies.

5. All dwellings, residences, or other structures shall be set back from the boundary line in a road or street a distance of at least 40 feet and shall be set back from all other lot boundary lines a distance of at least 10 feet. No part of these covenants and restrictions shall be construed in any manner to prevent the use of one building site on two or more lots, or the use of a construction site on two or more lots so long as DEVELOPER his heirs, successors or assigns release the necessary easement.

6. Proper maintenance of the exterior of all dwellings, residences and structures is mandatory.

Any dwelling, residence or structure which suffers apparent exterior damage due to wind, fire, neglect or other cause shall be repaired or removed within sixty (60) days.

7. All telephone, electric or utility service of any kind shall be underground.
8. All septic tanks, drain fields, toilets, sewage and waste disposal systems installed or constructed on said lots shall conform to the regulations of the West Virginia State Health Department. In addition, use of said lot or activities conducted upon said lot shall not pollute or cause waste water to contaminate or flow in to any spring, lake, river, drain, or stream crossing such property or situate near such property.
9. All construction waste material must be removed from property within one month of completion of any dwelling, residence or structure. All waste material and debris remaining on the ground or any portion of the property shall be collected and disposed of properly.
10. Within one year after the completion of a dwelling, residence or structure, the property shall be landscaped. This landscaping shall include the seeding of bare earth in a proper workmanlike manner and on lots which have no present tree cover owner shall plant a minimum of three trees with a trunk circumference of at least three inches (3").
11. Mobile homes, single wide or double wide trailers will not be allowed on lots within Oak Flat Estates. Nor shall any pre-manufactured home be permitted in Oak Flat Estates that is titled by a Certificate of Title or Certificate of Origin. All modular or pre-manufactured homes that are permitted within Oak Flat Estates must meet the BOCA Code.
12. A.) Prior to obtaining public water service to a lot, owner shall contact the Pendleton County Public Service District, or its successor, and arrange for installation of a tap and meter. Owner shall be responsible for any assessment fee and a tap fee as determined by the Pendleton County Public Service District or its successor.  
B.) Owner shall have the same responsibility as to a private sewer system.
13. Boundary line changes or subdivision of any lots shall not be permitted. However, DEVELOPER reserves the right to resurvey, re-plat, re-subdivide, or make new division lines on any and all unsold lots or parcels.
14. Nothing herein is to be construed to prevent DEVELOPER from amending or placing further provisions or covenants or easements on any tracts which have not been conveyed by DEVELOPER.
15. Swine, poultry, cattle, goats, horses or other farm animals shall not be permitted to be kept or maintained upon any tract within Oak Flat Estates; however, domestic animals kept inside such as cats and dogs are allowed as long as they are not a nuisance or danger to others.

The parties hereto however recognize that this development is in an agricultural area and accordingly said parties will waive any rights that they may have to allege any type of agricultural nuisance or other matter recognizing that this is an agricultural community.

16. Uninsured, unregistered, unlicensed or otherwise unusable vehicles of any kind shall not be permitted or stored on any tract unless it is garaged. No useless appliances or unsightly material of any kind shall be stored on any visible portion of any tract.

17. Only vehicles which are licensed may be used on the rights of way, streets or roadways within the confines of Oak Flat Estates. Motorized vehicles such as 4-wheelers, ATV's and go-carts are strictly prohibited from use within the Subdivision. DEVELOPER, their successors, heirs or assigns has full authority to restrict specific vehicles or types of vehicles from use within Oak Flat Estates.

18. Parking along any right of way, by lot owners or their guests, will not be permitted. Lot owners will provide adequate off-road parking for their own use and the use of their guests. The parking or storage of heavy machinery and construction equipment on the real estate is not and shall not be allowed.

19. Trash or rubbish will not be allowed to accumulate on any tract and no tract will be maintained or used as a dumping ground for trash or rubbish. Tract owners shall keep trash, rubbish or garbage in sanitary containers until proper disposal. These containers will be kept in a clean condition and in a place which is as inconspicuous as possible.

20. No lot shall be used for an offensive or obnoxious purpose, nor shall any offensive trade be carried on upon any tract, nor shall any activity of any nature, including but not limited to, illegal or unlawful acts, whatsoever which may constitute a nuisance be conducted on any tract.

21. Trapping and hunting within the boundaries of Oak Flat Estates will not be permitted; further, the discharging of any firearms, pellet guns, BB guns or projectile weapons of any kind will not be allowed. Nothing herein, however, shall prohibit any landowner from his or her right of self defense.

22. No outside smoke omitting furnace shall be permitted without the expressed written permission of DEVELOPER.

23. DEVELOPER reserves unto himself, his heirs, successors and assigns, a perpetual, alienable, and releasable easement over, upon, across and under each tract for the construction, maintenance, upkeep, repair and use of the roadways and rights of ways, the location or locations

thereof are as shown on the plat of Oak Flat Estates, recorded as aforesaid, in the Pendleton County Clerk's Office; that the aforesaid reservations grant DEVELOPER such rights as necessary to construct ditches, drains, and install culverts on or off the right of way or roadway, as same might be necessary and required to properly maintain, repair and construct the right of way and roadway; that the use of said roadways and rights of ways shall be used in common by DEVELOPER, individual lot owners, their respective heirs, successors and assigns, and which common use by DEVELOPER will not be limited to the individual lot owners but is also expected and reserved for full and unlimited use by DEVELOPER, his respective heirs, successors and assigns for the development of private, residential, commercial and use by DEVELOPER of other developments and property now owned or hereinafter acquired by DEVELOPER.

DEVELOPER also reserves and excepts unto himself, his successors and assigns, a perpetual alienable, and releasable easement for the erection, maintenance, installation and use of electrical and telephone poles, wires (above ground and underground), cables, conduits, anchors, guide wires, and other suitable equipment for the conveyance of electricity, CAT, and the use of telephone equipment, water lines, sewer lines, surface water drainage ditches and/or drainage lines, or other public conveniences or utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within ten (10) feet on all sides and rear property boundary lines of each tract. There is an easement of ten (10) feet for any tract's property boundary line adjacent to a roadway or right of way which would commence where the roadway or right of way boundary ceases. Said easements as aforesaid would include locations for anchors and guide wires for poles as needed, even if extending beyond the above enumerated limits.

24. A non-stock property owner's association will be created and will be known as Oak Flat Estates Property Owner's Association, Inc., a West Virginia Corporation, which has one membership and one vote for each tract, and this property owner's association shall establish a reasonable assessment for necessary expenses relative to a development of this type and nature. Lots in Oak Flat Estates not yet sold or conveyed by DEVELOPER are exempt from any assessment or maintenance fees.

Upon acquiring title to a tract, each owner becomes a member of said Property Owner's Association and is bound by the articles and by-laws of said Property Owner's Association.

DEVELOPER herein reserves the right to require other purchasers of lots and tracts of land hereinafter developed by DEVELOPER to become members of the aforesaid Property Owner's

Association.

25. All covenants, restrictions and affirmative obligations as set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any lot owner to discriminate or attempt to discriminate against any person, whether a lot purchaser or prospective lot purchaser upon resale by lot owner, upon basis of race, creed, color, marital status, national origin or such other classification.

26. In the event of a violation or breach of any of these restrictions by a lot owner, agent, agent of such lot owner, the owners of lots in this development, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation of breach in any event.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

The invalidation by any Court of any restrictions in this Declaration of Protective Covenants and Restrictions shall in no way affect the other covenants or restrictions, as they shall remain in full force and effect.

27. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from April 7, 2000, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of tracts affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

The above covenants and restrictions read and agreed to this the 7th day of April, 2000.

Stanley L. Craig  
STANLEY L. CRAIG

Doris E. Craig  
DORIS E. CRAIG

STATE OF WEST VIRGINIA,

COUNTY OF PENDLETON, to-wit:

I, Sara C. Harper, a Notary Public in and for the County and State aforesaid, do certify that Stanley L. Craig and Doris E. Craig, whose names are signed to the foregoing document, have acknowledged their signatures before me in my said County and State.

Given under my hand this 7th day of April, 2000.

My commission expires: 4-17-2004.



Sara C. Harper  
NOTARY PUBLIC

State of West Virginia,  
In Pendleton County Commission Clerk's Office April 20, 2000  
The foregoing ~~and restrictions~~ was presented in said office, and with the certificate of acknowledgment thereto, was admitted to record.  
Testee: Nancy A. Gonslow, Clerk



Filed and Recorded in the office of  
the County Clerk of the County  
Commission, of Pendleton County,  
W. Va. on the 20 day of apr.  
2000 in Deed Book No. 153  
Page 157

Teste:  
Nancy R. Gonska Clerk

4/20/00

Jeff