

QUAIL HILL ESTATES (West Virginia)

Restrictive Covenants, Conditions and Reservations Lots 14 through 24

The following restrictive covenants, conditions and reservations shall apply and be binding upon all real estate situate in Quail Hill Estates, Section Two, as shown on plats of said subdivision, which shall be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, and shall be considered covenants running with the land, and shall be binding upon all owners in said subdivision, their heirs, successors, and assigns. The real estate encumbered by these covenants is the same real estate which was conveyed unto Declarant by deed of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 447, at Page 361.

Article 1 Definitions

1. "Association shall mean and refer to Quail Hill Estates Association, its successors and assigns.
2. "Owner" shall mean record owner of the fee simple title to any lot or tract which is part of the subdivision.
3. "Property" shall mean and refer to the real estate referred to herein and shown upon aforementioned subdivision plat.
4. "Declarant" shall mean and refer to Blue Marlin Enterprises, LLC.
5. "Architectural Committee" The initial Architectural Committee will be the members of Blue Marlin Enterprises, LLC who shall serve until the home owner association is established.

Article 2 Rules

1. "Rules" The Association shall have the right to prescribe reasonable rules and regulations governing the use of Quail Hill Drive.
2. The reservation to Declarant of an easement to enter and pass over any part of Quail Hill Drive, such as an easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the property and any part thereof, including any lot.

3. The right of the Declarant to store building supplies, construction equipment and other similar property on any lot is owns. This reserved right shall expire upon completion of all improvements by the Declarant.

Use Restrictions

1. All structures upon the lots shall have a minimum living space of 1,800 sq feet excluding porches, basements and garages. Outbuildings or garages must conform generally in appearance and material with any dwelling on the premises. Exterior construction of the dwelling or outbuilding must be completed within twelve months after construction begins. All material used for the exterior walls should be of good quality material, such as brick, stone, aluminum, masonry, cedar, redwood, vinyl, or other quality wood siding. Any building constructed of wood must have at least two coats of paint, stain, or varnish, unless wood is self-sealing in nature such as redwood or cedar. Roof pitch shall be 4/12 or greater.
2. No modular home, house trailers or other types of modular home will be permitted on the property, except during the construction of the dwelling, and the trailer and/or mobile home will be removed upon completion of said dwelling, which shall not be more than twelve (12) months from the commencement of construction.
3. All lots shall be maintained in a neat appearance at all times whether or not improvements are constructed thereon. No refuse or trash shall be allowed to accumulate upon any lots, and no junk or abandoned vehicles or other vehicles without current license or inspection sticker less than six (6) months old may be left on the lot.
4. All lots shall be used for residential purposes only. No business shall be located or conducted upon the residential lot with the exception of cottage industries as are permitted. A cottage industry is defined as an industry carried on entirely inside the house exclusively by the owners of the lot.
5. All lot owners shall surface any and all driveways or roadways with blue stone, for a distance of twenty (20) feet long and fourteen (14) feet wide from the subdivision roadway. Culvert size shall be a minimum of twenty (20) feet long with a minimum of twelve (12) inch diameter pipe with riprap on both inlet and outlet sides.
6. No toxic or hazardous material shall be manufactured, produced, or stored on any of the lots.
7. No noxious or offensive activity shall be allowed which shall constitute an annoyance or nuisance to the neighborhood. Noxious or offensive activities shall

include, but not be limited to creating loud noises; playing music at high sound levels; allowing unabated noise from barking dogs.

8. The recreational use of any unlicensed vehicle, all-terrain vehicle (ATV), motocross, dirt or trail bike, snow mobile, motorcycle, or the like, on the subdivision road is prohibited.
9. No rifles, shotguns, or other firearms of any type shall be permitted to be used anywhere in the subdivision.
10. Each lot owner shall be responsible for removal of household refuse and trash. No trash or waste shall be allowed to accumulate on any lot. Trash containers are to be maintained at the rear of all lots.
11. No animals may be kept, maintained or bred on any lot, except that no more than four (4) dogs, cats or domestic household pets be kept on any lot provided they are not kept, bred, or maintained for any commercial purpose and provided they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No livestock or poultry shall be kept or maintained on any lot within the subdivision. Pets must be confined to their owner's property or if off their owner's property, must be on a leash under owner's control.
12. Any link fences or similar type fences shall be prohibited from being erected, constructed or maintained upon any lot or lots in this Subdivision.
13. No signs, advertising of any nature shall be erected on any lot, except that a sign advertising the lot(s) for sale shall be permitted.
14. In the event that a dwelling or other building is destroyed, the owner of the lot shall clear away the debris and the remaining portion of said building within ninety (90) days. All lots shall be maintained in a neat and orderly condition.
15. Motor homes, or boats, shall be kept in the rear of the property.
16. No building or other site improvements, structural or otherwise, including fence, shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Review Committee or Quail Hill Homeowner's Association after establishment.
17. Each owner, by acceptance of title or possession of a lot, covenants and agrees that each building and/or structure shall be placed on the premises only in accordance with the approved plans and specifications. No alteration in the exterior appearance of his building and/or structure shall be made without the

approval of the Architectural Review Committee or the Homeowner's Association.

18. The lot owner shall submit adequate architectural, landscape and site grading and utility plans for review. The lot owner shall revise and resubmit for final approval said plans prior to construction in accordance with recommendations of the Committee.
19. The driveways for all lots shall be accessed from Quail Hill Drive except for Lot 24.
20. These restrictions are covenants real which shall run with the land and shall be binding upon all future lot owners, and those claiming under them, for a period of seven (7) years from date of recordation of the Deed of Dedication. Thereafter, these restrictions shall be automatically extended for successive periods of seven (7) years unless an instrument signed by a majority of the then owners of the lots agreeing to amend the restrictions in whole or in part is recorded in the land records of Hampshire County, West Virginia.
21. The Declarant and any and every person hereafter having any right, title, interest in any lot shall have the right to prevent or stop violation of any of these restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.
22. Invalidation of any one of these covenants by judgment or court order or in any other manner, shall in no way affect any other provision, which shall remain in full force and effect.
23. The Declarant and any owner in the subdivision may not grant an easement to any party over any lot or roadway of the subdivision to a property outside the subdivision.


Maintenance Assessments


1. The owner of each lot shall pay \$150 per year for the maintenance of Quail Hill Drive, including snow removal, real estate taxes. Said maintenance shall be the sole responsibility of the Homeowner's Association.
2. Lot 24 will be exempt from paying the maintenance fee so long as Lot 24 is not accessed or a driveway built from Quail Hill Drive.
3. Lot 14 will be exempt from any maintenance fee or HOA fee until such time as Lot 14 is routinely accessed from Quail Hill Drive or a driveway is built and/or a home is built on Lot 14.

4. Any unpaid assessments shall constitute a lien upon the owner's lot. Said lien is expressly inferior and subordinate to any mortgage lien presently existing or hereinafter placed upon any of the subject real estate. If any assessments remains unpaid for a period of sixty (60) days after the date when the same is due, the Homeowner's Association may place a notice of such delinquency upon the public land records in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, additionally, the Association may bring an action at law against the owner to collect said delinquent assessments. Any and all fees, costs, attorney fees or other similar expenses incurred by the Association in the collection of any delinquent assessments or the preservation of the lien of said assessments shall be fully recoverable from the owner. In the event of the sale and conveyance of a lot within the subdivision upon which there is due and owing any assessments or related expenses, and obligations for said payments shall become the obligation of the new lot owner and shall be subject to the enforcement provisions set forth herein against the new owner.
5. The Declarant shall be exempt from paying any HOA or road maintenance fee on any unsold lot.
6. The Homeowner's Association will be established after the fifth (5th) lot is sold. The Association will consist of a President, Secretary and Treasurer. If approved by the Association, the Secretary and Treasurer can be the same person.

IN WITNESS WHEREOF, the Declarant does hereby execute this Dedication of Plat and Declaration of Protective Covenants, Conditions, and Restrictions on Quail Hill Estates this 5th day of September 2013.

BLUE MARLIN ENTERPRISES, LLC

By: 
HAROLD R. JOHNS, Director

By: 
JANICE C. JOHNS, Director

By: 
GARY A. TRENARY, Director

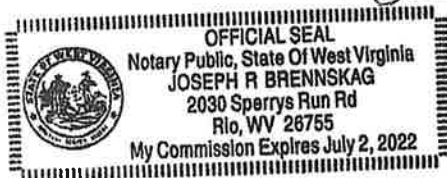
By: 
BRENDA C. TRENARY, Director

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, to wit:

The foregoing and hereunto annexed Restrictive Covenants, Conditions and Reservations for Quail Hill Estates, was acknowledged before me this 5th day of September, 2013 By Harold R. Johns, Janice C. Johns, Gary A. Trenary, and Brenda C. Trenary, Directors of Blue Marlin Enterprises, LLC on behalf of said corporation.

My commission expires: July 2, 2022


Notary Public



Eric W Strite
HAMPSHIRE County 10:57:20 AM
Instrument No 151624
Date Recorded 09/05/2013
Document Type LAR
Pages Recorded 6
Book-Page 516-426
Recording Fee \$6.00
Additional \$5.00