

White Tail ~~SD~~ NT

Section 8. Remedies of the Association. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate. The Association or any Owner may bring an action at law against the payor personally obligated to pay the same, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action. In addition, the Association may file a lien attaching the Lot of the non-paying Owner without first obtaining a judgment.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter filed; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following special properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use;

(b) all properties exempted from taxation by the laws of the State of West Virginia, upon the terms and to the extent of such legal exemption; and

(c) all properties owned by Developer during the period of Developer ownership only, whether during initial, original ownership or pursuant to foreclosure or proceedings in lieu of foreclosure.

ARTICLE VI SETBACK MINIMUMS

No building or any part thereof shall be erected on any Lot closer or nearer to any street lines, side, rear or boundary lines than forty feet (40'). Any existing structures upon The Properties at the date of this Declaration are exempted from compliance with the provisions of this Article.

ARTICLE VII UTILITY EASEMENTS

The Developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights-of-way therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land twenty feet (20') from the side and rear lines of each Lot, and forty feet (40') from the rear boundary of the Lots on the perimeter of The Properties, and twenty feet (20') from all street lines. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within the aforesaid easements, no structures, plantings or improvements or other materials shall be placed or permitted to remain. The easement area shall be kept as lawn so as not to inhibit access to the roadways, and shall be kept free of permanent improvements, trees, shrubbery and/or fences, in order to allow free access to service utilities. Any Lot Owner violating these provisions undertakes to do so at his or her own risk and is deemed to waive

and release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the easement area. Each road right-of-way is forty feet (40') in total width, being twenty feet (20') on either side of the roadway center line. Street lines shall be measured from the edge of the right-of-way.

ARTICLE VIII RESIDENTIAL AND AREA USE

All Lots shall be used for residential and recreational purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not less than 700 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding.

- (a) A private garage may be built separately or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling.
- (b) All exterior construction must be completed and closed within one (1) year of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation.
- (c) No single-wide trailers, buses or mobile homes situate on any Lot as a residence or for the storage of material therein, either temporarily or permanently. Double-wide mobile homes are permitted as residences but must comply with the square footage minimums contained elsewhere herein and shall be situate upon an enclosed permanent foundation.
- (d) Improvements and construction for the maintenance of animals shall be kept in good condition and constructed of new materials generally in appearance with the dwelling on the Lot, although improvements need not be constructed of materials identical to existing improvements. No such improvements shall be constructed until the construction of the dwelling. Each Lot Owner shall maintain any such improvements placed upon any Lot and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.

ARTICLE IX SEWAGE AND JUNK

No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

ARTICLE X PARKING

No automobiles or other motor vehicles shall be parked in or within twenty-five (25) feet from the rights-of-way or roads of the

subdivision, and no on-street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets.

ARTICLE XI ADVERTISING

No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address, identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed four square feet (4') in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situate. The Property Owners Association shall repair and maintain such signs and structures, and shall have the right to enter upon the property on which the same are affixed as is reasonably necessary for maintenance.

ARTICLE XII AGRICULTURE

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single lot at any one time. No trapping of wildlife shall be permitted within The Property, save that hunting is permitted in accordance with West Virginia law.

ARTICLE XIII COMMERCIAL USE

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within The Property. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners.

ARTICLE XIV TIMBER

Developer has, prior to Lot sales, clearly and conspicuously marked selected standing timber for harvesting within The Property and shall be permitted the right to do so through September 15, 1996. Such right shall include, but not be limited to, cutting, severance and removal of trees and debris from the land, in accordance with good and accepted logging practices, and Developer shall use its best efforts to fell timber so as not to damage any structure(s) or interfere with any use thereon, but shall not be responsible for such inadvertent damage or interference during the timbering period aforesaid. Appurtenant to such timbering rights, Developer or its assigns shall be permitted ingress and egress and shall have the right to move machinery and equipment upon The Property to further such purposes.

ARTICLE XV NUISANCE

No noxious, noisy or offensive 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.

ARTICLE XVI
WASTE

No Lot 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. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within the Properties. The Association shall ensure that trash collection is provided to each Lot regardless of whether the Lot is occupied, and trash collection charges shall be collectable from Lot Owners not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Properties.

ARTICLE XVII
RECREATION USE

No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be permitted to be driven upon the roads within The Properties unless duly licensed, with mufflers, and then only for ingress and egress.

ARTICLE XVIII
CAMPING

Temporary camping is permitted upon the subdivision Lots from February 1 through December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles, are permitted for use as camping shelters.

ARTICLE XIX
SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas shown on the plat across Lots within The Properties are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for stormwater runoff.


ARTICLE XX
VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

WITNESS the following signature and seal of Hunter Company of Virginia, a Virginia corporation, by L. Hunter Wilson, its President, which was duly authorized by its Board of Directors.

HUNTER COMPANY OF VIRGINIA,
a Virginia corporation,

(CORPORATE SEAL)

By 
L. Hunter Wilson, President