

DECLARATION OF PROTECTIVE COVENANTS
AND RESERVATIONS PERTAINING TO
SUBDIVISION KNOWN AS LAKE OF THE
WILDERNESS, BLAND COUNTY, VIRGINIA.

WHEREAS, BILLY R. MILLS and STEVEN K. RUMBAUGH are currently the owners of a certain tract or parcel of land which said land is currently under subdivision development and which said land is to be incorporated in a corporation to be formed in the near future, which said corporation will own and conduct the operation of the subdivision to be known as "Lake of the Wilderness", said subdivision to be shown upon a Map that is recorded in the Office of the Clerk of the Circuit Court of Bland County, Virginia, in Plat Book II, Page 58, and

WHEREAS, the owners of said Subdivision, in order to protect the purchasers of building lots located therein, desire to restrict the use of the same insofar and insofar only as the Subdivision, Lake of the Wilderness, as shown upon said Map is concerned and also desire that any person purchasing lots shall have certain duties and obligations; and,

WHEREAS, all of the restrictions, reservations, protections and other agreements herein contained shall bind Billy R. Mills and Steven K. Rumbaugh, or survivor, as well as any owners of any lot purchased from the said Billy R. Mills or Steven K. Rumbaugh, or any other person located within the Subdivision, and said covenants, reservations and restrictions shall run with the land and shall be binding on all subsequent purchasers and their assigns.

COVENANTS, CONDITIONS, RESTRICTIONS & RESERVATIONS

It is understood and agreed that this conveyance is made and accepted, and the real property is hereby granted, on and subject to the following covenants, conditions, restrictions and reservations shall apply to and run with the property herein conveyed; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

(a) No lot shall be split, divided or subdivided for resale, gift, transfer and otherwise.

(b) No house trailer, trailer or any similar item shall be stored in the open on any lot. This does not include any boats, campers, recreational vehicle or camping trailer.

(c) No building of temporary nature, nor trailer nor mobile, nor tent, except a child's tent, shall be erected or placed on the property, except that this shall not be construed to prohibit the placing of a trailer or any other temporary structure upon the premises as an incident to the construction of dwelling houses upon said premises.

(d) No temporary building, trailer, basement, tent, shack, garage, barn, outbuilding or other building in the course of construction shall be used temporarily, or permanently, as a residence on any lot.

(e) No more than one dwelling may be erected on any one lot.

(f) Any individual purchasing a lot in this said subdivision who builds a residence or house therein must, prior to the commencement of any construction, submit the plans for said house or residence to the Architectural Control Committee of the Lake of the Wilderness, by delivering a copy of said plans to either Billy R. Mills or Steven K. Rumbaugh, and said plans must be approved by said architectural committee prior to any commencement of any construction.

(g) The main structure or dwelling constructed on each lot may be of a contemporary, period, or modern design and may be constructed of wood, logs, stone, brick or composition; but must be finished or painted in such a manner as is consistent with good property management.

(h) When any dwelling structure shall be constructed on any lot, the owner thereof shall cause that portion of such lot owned by him, and not improved by said dwelling structure, other building, appurtenance or driveway to be seeded and suitably planted with grass, trees or shrubbery.

(i) Each property owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is necessary and consistent to the surrounding area.

(j) No manufacturing or commercial establishment of any kind shall be erected on said property and no building erected thereon shall be used for commercial purposes, nor shall said property in any way be used for other than strictly residential but nothing herein contained shall be construed to prevent a bona fide lease of any dwelling house erected upon said lot, for residential purposes.

(k) No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the property shall be placed or otherwise installed on any lot or building within the subdivision, except that the Grantor may use signs to promote the sale of improved or unimproved lots with the subdivision.

(l) Under no circumstances shall any commercial or business enterprise be conducted on any lot in this said subdivision.

(m) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any dwelling. All trash or other refuse must be kept or stored in a covered metal or plastic container. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so they cannot be seen from adjacent and surrounding property.

(n) No open fires shall be permitted on any part of the property. Outdoor fireplaces, if built, and all chimneys shall be provided with fire screens.

(o) No outhouses shall be permitted on any part of the property. All toilet facilities shall be contained within the dwelling house and shall be emptied into a septic tank or public sewer system if established. All toilet and waste facilities shall be built and maintained in accordance with the requirements of the Virginia State Department of Health.

(p) No unregistered automobiles, trucks, motorcycles, motorbikes, or other vehicles, whether motorized or self-propelled, shall be placed or parked anywhere within the subdivision; nor shall the same be driven or ridden upon any streets, roadways, alleys, or sidewalks within the subdivision, nor upon any lot, open area, or trail within the subdivision; unless specifically designated for such use.

(q) No parking of automobiles shall be permitted upon the streets and right-of-way of the subdivision.

(r) All driveways must be paved or graveled.

(s) On all tracts of land in excess of five (5) acres, no building shall be constructed nearer than fifty (50) feet from the line fronting the access street and said building cannot be established nearer than 100 feet from any side property line. On all tracts of less than five (5) acres of land, no building shall be constructed nearer than thirty (30) feet from the front of the access street line nor shall any building be constructed nearer than twenty (20) feet of any side building line.

(t) No livestock or fowl shall be kept or maintained on said tracts.

(u) Easements and rights-of-way are hereby expressly reserved to the Grantor, his successors and assigns, in, on, over and under the property for the following purposes:

1. For the erection, installation, construction and maintenance of (1) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (2) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function whether above ground or underground; and

2. For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the Grantor, his successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

3. It is anticipated by the Grantors herein that all utilities will be underground and, in the event said utilities are placed underground, each and every property owner must place all access utilities to improvements to their property underground. In addition, said property owners must pay all costs in connection with charges of said utilities from the main access line to their property and improvements thereon.

The Grantor and his licensees, agents, successors or assigns shall have the right to enter upon all parts of the lot for any purposes for which said easements and rights-of-way are reserved. Grantor further reserves the right to convey easements, rights-of-way, and right of entry hereby reserved.

(v) All access roadways shall be mutually maintained by the property owners. However, until the 11th parcel of land is sold in this said subdivision, each purchaser of lots shall pay unto the Grantors herein a \$50.00 maintenance fee for said roadways for the purpose of the Grantors herein maintaining said roadways until said 11th parcel of land is sold. Upon the sale of the 11th parcel of land, then those property owners having real estate in this said subdivision shall forthwith and on notice by the Grantors herein, form a Mutual Maintenance Association for the purpose of mutually maintaining all access roadways along with any and all other jointly established improvements to the said subdivision including, but not limited to, a lake, possible swimming area, picnic tables, tennis courts or any other and all other improvements to be placed in this said subdivision. Upon the formation of the Mutual Maintenance Association by the respective property owners, any balance remaining from the \$50.00 maintenance fee charged shall be transferred to the Mutual Maintenance Association by the Grantors herein. The said Mutual Maintenance Association shall be established as follows:

1. Shall be composed of all property owners in this said subdivision.
2. The said property owners shall be entitled to one (1) vote in this said Mutual Maintenance Association.
3. At the initial formation meeting, a Board of Directors composed of at least nine property owners shall be elected, which said Board of Directors shall establish By-Laws and shall present said By-Laws to the general membership of the Mutual Maintenance Association at a regular called meeting. Said By-Laws must contain a provision for the election of a President, Vice-President, Secretary and Treasurer. The office of Secretary and Treasurer may be filled by one individual. Said By-Laws must further contain a requirement that at least two of the officers shall sign all checks.
4. The said Association, upon its formation, shall be responsible for the maintenance of all those improvements set forth herein-above and, at its first regular meeting, shall establish dues or assessments which must be paid on an annual basis by each property owner in the subdivision, with the right granted unto the Association to establish the amount of those dues or assessments or any special assessments for major repair or improvements which may be called for by a meeting of the Board of Directors with proper notice to all property owners.

From and after the establishment of the Mutual Maintenance Association, the Grantors herein shall not be responsible for any further maintenance of any roadways or any improvements placed in this said subdivision for the mutual benefit of the property owners.

(w) It is anticipated that the Grantors herein will develop a lake and other improvements in said subdivision. All property owners and their immediate families shall have the right to the mutual use of this said lake and said improvements to be placed in this said subdivision with the clear restrictions and reservations that upon the establishment of the Mutual Maintenance Association, the Grantors herein, their successors or assigns, of the Lake of the Wilderness Subdivision, shall in no way be responsible or shall be liable for any injury or loss of life or damage which may occur to a person or property resulting from any act by any individual or property owner having use of said subdivision under these said covenants and restrictions.

(x) For the purpose of the protection of wildlife and the mutual protection of the property owners, there shall be no hunting of any kind or nature on any lot or parcel of land in this said subdivision.

These covenants, conditions, restrictions and reservations shall operate as covenants running with the land for the benefit of any and all persons who may now own, or may hereafter own, property in the subdivision, Lake of the Wilderness, and such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity, against any person or persons violating or intending to violate such restrictions.

It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions and reservations herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and reservations; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

It is expressly agreed that if any covenant or condition or restriction or reservation hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidity shall in no way effect any other covenant, condition, restriction or reservation.

In addition to the remedies set forth above, Grantors reserve the right to enforce any covenants, conditions, restrictions or reservations contained herein by any other appropriate action at their option.

All of the foregoing matters shall be incorporated by reference herein to deeds to lots in the said subdivision and shall be binding and as effective as though set out verbatim in said deeds, it being understood that each of the foregoing items shall be referred to and hereto become a part and parcel of every deed.

Dated this 24th day of January, 1979.

LAKE OF THE WILDERNESS SUBDIVISION

BY: Billy R Mills
BILLY R. MILLS

Steven K. Rumbaugh
STEVEN K. RUMBAUGH

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

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I, the undersigned, a Notary Public within and for the County and State aforesaid, do hereby certify that BILLY R. MILLS and STEVEN K. RUMBAUGH, whose names are signed to the foregoing writing, bearing date the 24th day of January, 1979, have each this day personally appeared before me and acknowledged the same in my said County and State.

Given under my hand this 24th day of January, 1979.

My commission expires February 1, 1987.



Charles R. Fenwick
NOTARY PUBLIC

Virginia, Bland County, to-wit:

In the office of the Clerk of the Circuit Court for Bland County, Virginia, the 26th day of January 1979, this instrument was presented and, with the certificate annexed, admitted to record at 2:00 o'clock, A.M.

Teste: James K. Blaylock Clerk