

Del. Nancy C. Feller 9.9.92

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POTOMAC VIEW ESTATES
Dedication of Plat and
Declaration of Protective Covenants,
Conditions and Restrictions

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as "Declarant", does hereby record the plat of a subdivision known as POTOMAC VIEW ESTATES Subdivision, containing a total of twenty-four (24) Lots, lying and being situate in Springfield District, Hampshire County, West Virginia, and being more fully described on the plat of survey of Rickie C. Davy, L.L.S., dated June 3, 1992, and made a part hereof, same to be recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, in the Map Books, of even date with the recordation of this instrument, to which reference is hereby made. Said real estate is the same real estate conveyed unto Richard L. Feller, et als, by deed from the G. K. Moreland Estate, of record in the Hampshire County Clerk's Office in Deed Books no. 330, page 651, and also by which one of the shares was transferred from Eleanor A. Pritts to Richard R. Pownell and Linda L. Pownell by Deed Book no. 331, page 637.

Declarant hereby claims an exemption from the W. Va. Uniform Common Interest Ownership Act, Ch. 36B, pursuant to W. Va. Code Ch. 36B-1-202 (2), because the average common expense liability of all lots may not exceed \$100.00, except as set forth herein.

All lots in the POTOMAC VIEW ESTATES shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to POTOMAC VIEW ESTATES Property Owners Association, its successors and assigns. The POTOMAC VIEW ESTATES Property Owners Association may, from time to time, be referred to as the "Lot Owners Association," but it is understood that they are one and the same entity.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. If Declarant should sell lots on a contract basis, Declarant shall notify the Association of the name and address of any contract buyer. If a Buyer should default in the payment of a contract and lose his contract rights in a Lot, Declarant shall promptly notify the Association of the default. Upon receiving notice from Declarant that a contract buyer has defaulted, that contract buyer shall lose his designation as an "Owner", and will lose all benefits

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and privileges conferred on Owners by this Declaration. For so long as Declarant owns "unsold lots", Declarant is considered an "Owner" for purposes of voting in the Association, but is exempt from payment of the annual assessment.

3. "Lot" shall mean and refer to each of the twenty-four (24) lots that are numbered on the plat of survey, shown upon the recorded subdivision plat of the property. The number of lots in POTOMAC VIEW ESTATES may not increase.

4. "Declarant" shall mean and refer to the record owners of the real estate which comprises Potomac View Estates, as shown from the deeds in the Hampshire County Clerk's Office, namely: Douglas M. Widmeyer, Ruth Ann Widmeyer, Richard L. Feller, Homer L. Feller, Nancy C. Feller, Richard R. Pownell, Linda L. Pownell, and Robert L. Kidwell, and their heirs, successors and assigns. In consideration of the Declarant's creation of this subdivision, and the installation of the roads, the Declarant shall be and is forever exempt from payment of the annual assessment for all lots Declarant owns or should hereafter reacquire.

5. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the rights of way for ingress and egress, shown on the plat of survey this date recorded. Also included as a common element is a tract of land containing .469 acres, more or less, described on the plat of survey as being Common Area No. 2, a river front lot on the South Branch of the Potomac River, which is now dedicated to the Property Owners Association for the common use by the Owners. The Declarant agrees to execute such additional legal documents as necessary in order to place legal title to this common area in the name of the Association, provided that the legal title need not be transferred until at least one half of the lots within the subdivision have been sold or conveyed.

6. "Assessment" each lot will be subject to an annual assessment for installation, maintenance, repair and replacement of the common elements. This assessment may not exceed \$100.00 per year, except as specified herein. Declarant is exempt from this assessment.

ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner, including the Declarant, of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Immediately after closing on the first outsale from this subdivision, Declarant shall form appoint an initial Board of Directors of three to five persons, as Declarant should determine, at least one of whom is a lot owner, which shall serve

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until the first meeting of the Property Owners Association. The Declarant, and his agents and employees may serve on the Board of Directors, but as the number of sales made increase, so will the participation from the Lot Owners. After 25% of the sales are completed, the Board shall consist of at least one member who is independent of the Declarant. The initial Board of Directors shall: 1. organize the Association by determining the time, date and place of the first meeting; 2. notify the Owners of the meeting; 3. draft a proposed set of Bylaws to be presented to the Association for its consideration and adoption, if ratified by a majority of its members; 3. collect the assessment for maintenance of the common elements by mailing an invoice to the owners requiring payment of the assessment not later than May 1, 1993; 4. account to the elected Board of Directors, of the Association, by paying the assessment over to it.

3. The membership of the Property Owners Association shall consist of all lot owners. To the extent that Declarant yet owns lots in POTOMAC VIEW ESTATES, Declarant shall be considered a member of the Association and shall be entitled to notice of all Association meetings, and shall have one vote for each lot owned.

4. Each owner shall have one vote on all Association matters for each lot that he owns. The Association shall be governed by a majority vote of the owners present in person or by proxy, when a quorum exists.

5. The initial meeting of the Association shall be held in Hampshire County, W. Va., but subsequent meetings may be held at any place designated in the Bylaws.

6. The Association may have such legal form as desired by its Owners. That is, it may be an Association or Corporation.

7. The Association shall have the following Powers:

(1) adopt and amend bylaws and rules and regulations.

(2) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from owners.

(3) hire and discharge managing agents, and other employees, agents, and independent contractors.

(4) institute, defend, or intervene in litigation, or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting POTOMAC VIEW ESTATES.

(5) make contracts and incur liabilities.

(6) regulate the use, maintenance, repair replacement, and modification of common elements.

(7) cause additional improvements to be made as a part of the common elements;

(8) acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.

(9) grant easements, leases, licenses, and concessions through or over the common elements.

(10) impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, and for services provided to Owners.

(11) impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association.

(12) impose reasonable charges for the preparation of statements of unpaid assessments.

(13) provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.

(14) exercise any other right conferred by the Bylaws.

(15) exercise any other rights that may be exercised in W. Va. by Associations or other entities of the same kind.

8. For purposes of the transaction of all business, except making Amendments to the Declaration, a quorum is present if persons entitled to cast twenty percent of the votes that may be cast for an election of the Board of Directors are present in person or by proxy. Note: Nothing shall prohibit the Association from adopting a more restrictive requirement for a quorum in its Bylaws.

9. Except for making Amendments to the Declaration, where a supermajority, is required, all business to be transacted by the Association is by majority vote of those Owners present at a duly constituted meeting.

10. Cumulative Voting is permitted on all elections of the Board of Directors of the Association. Thus each Owner shall have one vote for each director to be elected, and may cast all of the votes for one or more of the directors, as the Owner should desire. i.e. If five directors are up for election, the Owner would have 5 votes, and the Owner may cast all five votes

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for one candidate, or split the votes between the candidates as the Owner should desire.

11. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary, or other officer specified in the bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

12. Voting at Association Meetings:

(1) If only one of several owners of a lot is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that lot.

(2) If more than one of the owners are present, the votes allocated to that lot may be cast in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

(3) Votes allocated to a lot may be cast pursuant to a proxy duly executed by a owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. An owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

ARTICLE III BYLAWS

The bylaws of the Association must provide:

1. The number of the members of the Board of Directors and the titles of the officers.

2. Appointment by the Board of Directors of the President, Treasurer, Secretary and any other officers specified by the

Bylaws.

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3. The qualifications, powers, and duties, terms of office and manner of electing and removing board of director members and officers and filling vacancies.

4. Which powers, if any, the Board of Directors or officers may delegate to other persons or to a managing agent.

5. Which of its officers may prepare, execute, certify and record amendments to the declaration on behalf of the Association.

6. A method for amending the bylaws.

7. Any other matters the Association deems necessary.

ARTICLE IV BOARD OF DIRECTORS & OFFICERS

2. The Executive Board appoints Officers.

5. Board Members and Officers must be Owners.

6. Notwithstanding any provision of the bylaws or Declaration to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

Powers of Board of Directors

A. The Board of Directors shall have all power granted to it by the ByLaws, and may act in all instances upon behalf of the Association. However, the Board may not:

1. Amend the Declaration;
2. Terminate POTOMAC VIEW ESTATES Protective Covenants;
3. Elect members to the Board;
4. Determine qualifications, powers and duties, or terms of the office of the Board of Directors;

B. The Board may fill vacancies in its membership for the unexpired portion of any term.

C. The Board shall adopt a proposed budget for POTOMAC VIEW ESTATES annually, and shall provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified. In the event the proposed budget is

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rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Quorums of the Board of Directors

1. Unless the Bylaws specify a larger percentage, a quorum is deemed present through any meeting of the board of directors if persons entitled to cast fifty percent of the votes on that board are present at the beginning of the meeting.

2. Unless the Bylaws specify otherwise, the Board shall act by majority vote of those members present at a duly constituted meeting wherein there is a quorum.

3. Board members may not attend a meeting by proxy, but must attend in person to be considered as part of the quorum.

Officers

1. The day to day business of the Association shall be administered by the President, who is the chief executive officer of the Association. The President shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but shall be reappointed each year after the annual Owners' meeting.

2. The Bylaws shall also provide for the powers and duties of the Secretary and Treasurer, and if desired, a Vice President.

ARTICLE V ASSESSMENTS. RIGHTS OF WAYS, ETC.

1. Declarant agrees to maintain the road system until March 1, 1993, or until 50% of the lots are sold and closed upon, whichever comes first, at which time the Association shall make the first assessment. Thereafter the Property Owners Association shall see to the maintenance of same. To the extent that Declarant has unsold lots within the subdivision, he should meet with the Board of Directors and agree to pay or see to reasonable share of the maintenance occasioned by Declarant in showing lots to prospective buyers.

2. At such time as the initial assessment is made, but not later than May 1, 1993, each lot will be subject to an annual assessment for maintenance, repair and replacement of the common elements. Declarant shall be exempt from the assessment, but so long as Declarant has Lots for sale within POTOMAC VIEW ESTATES, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The present assessment is \$100.00 per year. The maximum assessment for upkeep, maintenance, repair and replacement of the common elements is set at one hundred fifty dollars, unless this declaration is amended by the owners.

4. The Assessment shall be adjusted according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the Index). The Index for December, 1979, which was 230, is the Reference Base Index.

5. The Declarant hereby states that it has a reasonable and good faith belief that the maximum stated assessment shown of \$100.00, above, will be sufficient to maintain the common elements.

6. The maximum assessment may be altered by Amending the Declaration. The Declaration cannot be amended to increase the assessment above one hundred dollars during the period of Declarant's control without the consent of ALL OWNERS.

7. Each owner must bear his prorata share of the expense for the common expenses. The formula for what constitutes a prorata share is set forth below.

8. Any past due common expense assessment or installment thereof bears interest at the rate established by the Association, but not to exceed eighteen percent per annum.

9. Allocation of Common expense Liability:

(1) Each Owner shall have pay his fractional share of the maintenance expenses of the common expense liability for POTOMAC VIEW ESTATES.

(2) It is contemplated that the total number of lots may not increase.

(3) Declarant is exempt from paying the assessment on Declarant's lots owned within the subdivision, but the Declarant is to share in the maintenance of the subdivision roads during the time period that the lots are being marketed to the public. Declarant is to reach agreement on the amount that it should pay annually toward upkeep and maintenance while Declarant is selling lots. Declarant reserves the right to have Declarant's agents or employees perform in kind road maintenance by using Declarant's equipment, in lieu of a cash payment to the Association.

10. Each Lot Owner is individually responsible for obtaining telephone and/or electric service to his property. The

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utilities easements described on the plat of survey may be used by any Lot Owner, as necessary to obtain service to his/her property.

11. Common Area No. 2 adjoins Arnold Lane. The long, narrow portion of Common Area No. 2 was designed to provide for installation of a road from the main body of Common Area No. 2 to Arnold Road for ingress and egress with the Common Area. The common area is not intended to serve as a right of way for Lots 13 & 14. The Association, or Unit 13 & 14 may erect, at its own expense, a line fence along the common boundary which Common Area No. 2 shares with Lot 13 & 14 for privacy purposes.

12. Nothing is intended herein to impliedly or expressly convey any rights to the Owners to use Common Area No. 1. Common Area No. 1 is NOT a common element for use by the Owners of POTOMAC VIEW ESTATES.

12.1 The Declarant does reserve motor vehicle access to Common Area No. 1 for Declarant, its successors and assigns, from from W. Va. Secondary 1/1, across Arnold Lane to Common Area No. 1.

12.2 Common Area No. 1 is for the exclusive benefit of a residue of real estate located on the south side of W. Va. Route 1/1 presently owned by Richard L. Feller, et als, and being the same property that was obtained from the G. K. Moreland Estate.

12.3 In the future, after it is created by the Declarant or its successors in interest, the adjoining subdivision (consisting of the residue of the G. K. Moreland Estate) shall pay an annual fee to the Potomac View Estates Subdivision for its right to use Arnold Lane for ingress and egress to Common Area No. 1. The Board of Directors of Potomac View Estates shall be authorized to negotiate this with the Board of Directors of the (yet to be created) adjoining subdivision (located adjacent to Potomac View Estates, but on the north side of Route 1/1). However, the fee shall not exceed \$250.00 per year for year 1993, and shall not exceed \$600.00 per year for years 1994-1998. After 1998, the fee may exceed \$600.00 per year, if inflation and/or other expenses necessitate an increase. The fee must bear a reasonable relationship to the wear and tear which the adjoining subdivision places on the road, considering the number of vehicles that use the road system and the seasonal nature of the use.

12.4 Nothing herein shall prohibit the Potomac View Estates Property Owners Association from recovering damages from any person, be it Owner, guest, invitee, Owner of adjoining subdivision of Moreland Residue, contractor, builder, etc. who damages Arnold Road by traveling or crossing the road with heavy machinery, etc.

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12.5 In the interest of guaranteeing minimum standards of aesthetics, it is agreed that if the Declarants or their assigns should allow the grass on Common Area No. 1 to become unkept and unreasonably high, the designated agents or employees of the Potomac View Estates Property Owners Association shall have the right of entry, from time to time, on Common Area No. 1 in order to mow the property and maintain it. Such expense shall may be collected from the owners of Common Area No. 1, be it the Declarant, or any successors in interest.

Lien for Assessments

1. The Association has a lien on any Lot for the assessment levied against that Lot and its owner from the time the assessment becomes due. Fees, charges, late charges, fines and interest imposed by this Declaration are enforceable as assessments.

2. A lien under this section is prior to all other liens and encumbrances on a lot except liens and encumbrances recorded before the recordation of the declaration.

3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

4. A judgment or decree in any action brought under this section must include costs and reasonable attorneys fees for the prevailing party.

5. The Association upon written request shall furnish to the Owner a statement setting forth the amount of unpaid assessments against the lot. The statement must be notarized and in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the executive board and every owner.

6. For purposes of perfecting and preserving the lien, the Association shall give notice to the Owner as follows:

(1) personal service by the Sheriff or other credible person.

(2) by registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the office of the Clerk of the County Commission of Hampshire County, West Virginia.

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Said notice shall contain the following:

- a. legally sufficient description of the lot.
- b. name or names of the owners.
- c. amount of unpaid assessments due together with the date when each fell due.
- d. the date of recordation.

7. The Clerk of the County Commission where the notice is recorded shall index the notice in the appropriate deed books and lien books in the name of the owners and the Association. The cost of recordation shall be assessed against any owner found to be delinquent in a subsequent proceeding to enforce the lien.

8. Upon payment of the assessment, the Association shall execute a written release of the lien, to be recorded at the Clerk's office at the expense of the Association.

ARTICLE VI AMENDMENTS TO THE DECLARATION

1. This Declaration may be amended only by vote or agreement of sixty percent (60%) of the Owners of lots of POTOMAC VIEW ESTATES, except as modified by No. 3, below.

2. No action to challenge the validity of an amendment adopted by the Association may be brought more than one year after the amendment is recorded.

3. No amendment may increase the number of lots specified herein, change the boundaries of any lot, or the uses to which any lot is restricted, in the absence of unanimous consent of the owners.

4. Amendments to the Declaration to be recorded must be prepared, executed, recorded and certified on behalf of the association by any officer of the association designated for that purpose or by the President of the Association.

ARTICLE VII ASSOCIATION RECORDS

The Association shall keep financial records sufficiently detailed to enable the association to comply with this Declaration. All financial and other records must be made reasonably available for examination by any Owner and his authorized agents.

ARTICLE VIII COMMON PROTECTIONS AND PROTECTIVE COVENANTS

1. No signs or advertising of any nature shall be erected or

maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area, except for directional and informational signs of Declarant.

2. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as part of the development of any lot, the Owner shall provide adequate off-road parking for owner and his guest(s).

3. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any Lot. House trailers may be placed on any lot so long as any Hampshire County regulations, if any, with regard to house trailers (mobile homes) are complied with. All house must be at least twelve (12) feet in width and sixty five feet (65) in length, and when set must not be more than five years old. Trailers must be permanently placed on a block foundation or the foundation must be enclosed by aluminum siding.

4. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months, provided however nothing shall be construed to prevent the owner from erecting tents on the lot and to camp overnight in said tents for a period of up to fifteen days. Travel trailers may be placed on the Lots, but the Association may regulate their continued presence by making rules and regulations pertaining to their use.

5. Not more than one single family residence shall be erected on a lot. Residences, shall contain a minimum of 750 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Cabins or second homes, not intended for year round use, shall contain a minimum of 480 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

6. The Owners shall have the right to construct an accessory buildings or garages on the premises. Any accessory building, garage or outbuilding must conform generally in appearance and material with any dwelling on said lot. Said accessory building shall not be used for temporary sleeping or camping quarters.

7. The Owner shall maintain, repair and restore, as

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necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

8. Each lot shall be used for residential or recreational purposes only.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant, provided that they do not create a burden on the common elements, or otherwise constitute a nuisance to the Owners.

(b) Home Garden uses.

(c) Livestock, horses, and other domesticated animals may not be raised or kept on the premises. Farm animals are prohibited. Commercial Agriculture, and other farm use, except for gardens for personal use, are prohibited.

(d) The Board of Directors shall have rule making power to determine the nature, type and number of pets that may be kept by Owners on their premises. However, a reasonable number of cats shall be allowed, on terms and conditions reasonably imposed by the Board. Provided No more than two dogs may be regularly kept or maintained by an Owner on his Lot.

9. Set back lines are shown on plat. These set backs are mandated by Hampshire County. No building shall be erected closer than twenty (20) feet from the property line which adjoins the subdivision road, nor closer than twenty (20) feet to the side or rear property lines. If this paragraph should be found to provide setbacks less than the amount required by the Hampshire County Ordinance, then it shall prevail.

10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia County Health Department. No privies may be constructed and maintained on any Lot. During construction of a house or cabin, portable toilets that are health department approved may be used for a period not to exceed eight months.

11. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

12. Each Lot has been perked, and each lot owner shall receive proof of percolation test results at the time of closing. The Declarant covenants that Owner's lot has been approved for installation of a sewage disposal system, but Declarant does not guarantee the size of home will be allowed on the lot, or the type of sewage disposal system which will be required before a home is installed or built. Any fees due the Health Department to obtain the Health Permit must be paid by the Owner. The cost of the soil percolation test has been included in the offering price of the real estate.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon majority vote of the Board of Directors, and after fifteen (15) days notice to the Lot Owner, the Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 12" high by brush hogging the lot), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

14. The Declarant reserves for its benefit and the benefit of the Association an easement for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and/or sewer, gas, telephone, cable t.v., electric and water lines on, over, above, and under a strip of land twenty (20) feet wide along all property lines not serving as the centerline for rights-of-ways, and twenty (20) feet along the outer boundary of all subdivision roadways, in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners. The area reserved for easement installation is the same area shown on the plat for building set back.

15. Each lot owner shall have an unobstructed and right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat. The width of all subdivision rights of way is designated on the plat of survey. Reference is made to the subdivision plat for more information. The Property Owners Association shall be responsible for maintenance of the subdivision roads (common elements). Nothing

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shall require Declarant to install roads to the full width of the easement. Subdivision roads need only be wide enough for convenient two way motor vehicle traffic. Nothing herein shall prohibit the Property Owners Association from widening or narrowing the subdivision roads at different places, within the easement, as it deems necessary.

16. Trees may be harvested and removed from the land insofar as it is reasonably necessary to clear land for a house, yard and garden. No trees may otherwise be harvested or cut.

17. The use of any motorcycle, dirt bike, all terrains vehicles, or other similar motorized conveyance within the subdivision is prohibited, provided that "street" motorcycles may be used to travel to and from the subdivision. The purpose of this paragraph is to ensure that the common elements are not used by Owners, their guests and invitees for "off road" travel, races, etc., as such activity has been deemed a nuisance.

18. Firearms shall not be discharged within five hundred (500) feet of any dwelling house. Nor shall they be discharged in such a manner that the trajectory of the projectile shall cross any of the subdivision roadways.

19. There are no restrictions on the amount which an Owner may receive from the sale of his Lot.

20. Declarant, or his agent, reserves the right to maintain a sales office and/or, management offices in or on any of the lots so long as the sales promotion is ongoing. The sales office may be a tent, mobile trailer, or other structure of Declarant's choosing, and if desirable, Declarant may move the office from time to time. Declarant reserves the right to place for sale signs on the Lots for so long as he owns same. Until such time as the sales promotion is completed, Declarant reserves the right to place, replace and maintain for sale signs on the common elements of POTOMAC VIEW ESTATES.

21. Any mobile or temporary headquarters that are placed on any Lot shall be promptly moved as soon as Declarant has completed the sales promotion.

22. The Plat of Survey contains NOTES which are informational in nature and which must be read before any construction is commenced on the Lots. Failure by the Owner to proceed to construction of any permanent improvements without reading NOTES A-L constitutes an assumption of risk of the matters set forth on said Plat of Survey.

23. A majority of the lots within this subdivision lay within the one hundred year flood plain. The surveyor has made a good faith effort to depict the one hundred year flood line on the Plat of Survey which has been admitted to the records simultaneously with these covenants. The hundred year flood

plain is determined by the Federal Government, and is subject to change from time to time. Each Owner is informed that Hampshire County has adopted an ordinance making it unlawful to build within the flood zone unless certain standards are implemented as required by the Ordinance. For more information, you are directed to the Hampshire County Planning Office, at the Courthouse, Romney, W. VA.

24. Some of the real estate that lays within the hundred year flood plain may be a part of the Federal Wetlands, as designated by the Army Corps of Engineers. No construction should be done in any wetlands unless the Owner obtains a permit from the agency having jurisdiction. Before building on your lot, you are encouraged to contact the Department of Natural Resources, and/or the local Soil Conservation office for a determination regarding this.

25. The Association, or any Owner, shall have the right to enforce by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Invalidity of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

27. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

Dated this the ^{August} 10th day of June, 1992.

Richard L. Feller
Richard L. Feller

Charles W. Feller
Charles W. Feller

Homer L. Feller
Homer L. Feller

Nancy G. Feller
Nancy G. Feller

Robert L. Kidwell
Robert L. Kidwell

Tambi C. Kidwell
Tambi C. Kidwell

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Douglas M. Widmeyer
Douglas M. Widmeyer
Ruth Ann Widmeyer
Ruth Ann Widmeyer
Richard R. Pownell
Richard R. Pownell
Linda L. Pownell
Linda L. Pownell

State of West Virginia,
County of HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this the
10th day of August, 1992, by Richard L. Feller.

My commission expires April 10, 2000
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CATHY L. ELZA
P. O. BOX 264
SPRINGFIELD, WV 26760
My Commission Expires April 10, 2000

Cathy L. Elza
Notary Public

State of ~~West Virginia~~,
County of HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this the
10th day of August, 1992, by Charles W. Feller.

My commission expires April 10, 2000
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CATHY L. ELZA
P. O. BOX 264
SPRINGFIELD, WV 26760
My Commission Expires April 10, 2000

Cathy L. Elza
Notary Public

State of West Virginia,
County of HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this the
10th day of August, 1992, by Homer L. Feller and Nancy C. Feller,
husband and wife.

My commission expires April 10, 2000

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CATHY L. ELZA
P. O. BOX 264
SPRINGFIELD, WV 26760
My Commission Expires April 10, 2000

Cathy L. Elza
Notary Public

State of West Virginia,

County of Berkeley, to-wit:

The foregoing instrument was acknowledged before me this the
25th day of August, 1992, by Douglas M. Widmeyer and Ruth Ann
 Widmeyer, husband and wife.

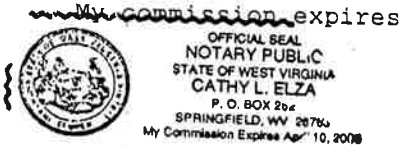
12-26-01

Diane L. Creason
 Notary Public

State of West Virginia,

County of Hampshire, to-wit:

The foregoing instrument was acknowledged before me this the
10th day of August, 1992, by Richard R. Pownell and Linda L.
 Pownell, husband and wife.

April 10, 2008

Cathy L. Elza
 Notary Public

State of West Virginia,

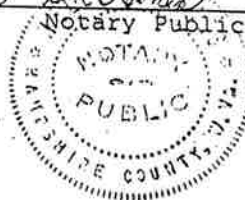
County of Hampshire, to-wit:

The foregoing instrument was acknowledged before me this the
12th day of Aug, 1992, by Robert L. Kidwell, and Tambi G. Kidwell,
 husband and wife.

My commission expires

Aug 16, 1993

Helen D. Bonta
 Notary Public



This instrument prepared by
 Oscar M. Bean, Attorney,
 Drawer 30
 Moorefield, W.Va. 26836
 304/538/6198
 FAX: 304/538/7155

& BEAN
 JUN AT LAW
 NOTON STREET
 WEST VIRGINIA

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be remembered that on the 31st day of August, 1992, at 1:57 P M.,
 this Covenants was presented in the Clerk's Office of the County Commission of said County
 and with the certificate thereof annexed, admitted to record.

Attest: Nancy C. Zeller Clerk
 County Commission, Hampshire County, W. Va. att.