

PROTECTIVE COVENANTS

CACAPON MOUNTAIN RETREAT

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of, shall be subject to the following protective covenants, which covenants are to run with the land:

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in Cacapon Mountain Retreat, the existing 40 foot wide roadway running throughout said subdivision, for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said subdivision. The grantor, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.
2. The grantor may assess each tract owner of Cacapon Mountain Retreat Subdivision a sum not to exceed Sixty Dollars (\$60.00) per year, per tract, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision, and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said tract, and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners. This assessment does not apply to tracts owned by grantor.
3. The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide on either side of the aforesaid 40 foot wide roadway, property lines and within building restriction lines of any or all lots.
4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph No. 9 below, nor shall it prohibit the tract owners from camping on their real estate.
5. Minimum size of any residence constructed in said subdivision shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.
6. All of the tracts in this subdivision shall be used for residential, recreational and/or farming purposes only, and any garage or barn constructed on any of the tracts in said subdivision must conform generally in appearance and material with any dwelling on the said tracts.
7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision, nor upon any building erected thereon except directional and information signs of the

grantor.

8. Grantor reserves the right to replat any Lot or Lots prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent grantor from imposing additional covenants or restrictions on any lot not already conveyed by it. Any lot in said subdivision may be re-subdivided by the Purchaser, his heirs, successors and/or assigns as long as the minimum size of each lot subdivided shall not be less than five (5) acres. However, notwithstanding any of the foregoing, the grantor expressly reserves the right to re-subdivide any lot not already conveyed by it, provided, however, that the minimum size of any lot shall be two (2) acres.
9. In the event state, local government, and utility, cooperative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of the Deed, do hereby agree to pay their proportionate share for the cost and expense of the construction, maintenance and operation thereof, as the same cost is to be determined by the appropriate authority.
10. All toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and be placed in a secluded area whenever possible. No building shall be constructed on any tract until a septic tank permit has been obtained from the State Health Department.
11. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.
12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.
13. A park area, consisting of field, stocked (if possible) pond, and swimming hole has been set aside for the pleasure and use of all tract owners. Said area to be maintained by tract owners.
14. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation.
15. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision, and no recreational riding of motorcycles shall be allowed on the roadways in said subdivision, however, this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.
16. Invalidation of any one of these covenants by judgment or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.
17. No hunting or discharging of firearms shall be allowed within 150 yards of any cabin or improvement in the subdivision.
18. No noxious or offensive trade or activity shall be carried on upon any tract or right of way and the use of any motorcycle or motor vehicle without

proper noise abatement equipment is prohibited within the subdivision.

19. No more than one (1) family dwelling shall be constructed on the tracts in this subdivision. However, this shall not prohibit the tract owners from constructing one (1) additional guest house, provided that said guest house is not used for commercial purposes, it being the intent of this restrictive covenant to prevent all tract owners from constructing dwellings on the tracts in this subdivision for commercial purposes.

20. When fifty percent (50%) of the tracts or parcels have been sold, a property owners association shall be formed by the property owners whose function it will be to collect the maintenance fees, maintain the roads and common areas of the subdivision and enforce the deed covenants. By majority vote of the members of this association, the said covenants may be amended, modified or changed in accordance with state law concerning such associations.