

PROTECTIVE COVENANTS
OF
CACAPON RIVER RECREATION AREA

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The real estate conveyed by the deed to which these protective covenant 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. **BUILDING RESTRICTION.** All structures must be built on eight (8) foot posts on Lot Nos. 30 through 90, and contain at least 600 square feet of living space. Materials must be rustic in appearance, such as cedar siding T-111 or similar material (new). Plans for construction must be reviewed and approved by Cacapon River Recreation Area, Inc., prior to beginning construction.

2. **WATER.** Wells may be drilled and used as a private source for water subject to approval by the West Virginia Health Department. It is the intent (but not the requirement) of the Cacapon River Recreation Area, Inc., to arrange for water by a central supply, either through the Town of Capon Bridge, or by a public on site central water system. Costs shall be on a prorate basis for each lot, and an annual assessment (not to exceed TEN DOLLAR (\$10.00) per month) for the first five (5) years shall be assessed to each lot, and after the first five (5) year period, this assessment may be increased. All lot owners shall be required to participate (as per the West Virginia Health Department requirements).

3. **SEWERAGE.** (A) Septic systems may be installed and used as individual sewage disposal systems on the lots in the subdivision if prior approval is obtained from the West Virginia Health Department.

(B) It is the intent (but not the requirement) of the Cacapon River Recreation Area, Inc., to arrange for central sewage by a central unit, either by the Town of Capon Bridge, or by a public central sewage system treatment on site. Costs shall be prorated on an annual basis with the monthly assessment to each lot not to exceed TEN DOLLARS (\$10.00) per month for the first five (5) years, but the Cacapon River Recreation Area, Inc., may increase said assessment after the first five (5) year period. All lot owners would be required to participate as per West Virginia Health Department regulations.

4. **TREE CUTTING.** No live trees larger than three (3) inches in diameter may be cut unless approved by Cacapon River Recreation Area, Inc.

5. **LOT SIZE FOR BUILDING.** Minimum lot size for building in West Virginia is 20,000 square feet for well and septic approval. Cacapon River Recreation Area, Inc., will work with purchaser for additional easement area for wells and septic systems on an individual basis.

6. **LOT SIZES FOR RECREATIONAL VEHICLES.** Self contained recreational vehicle lots will be at least 7,500 square feet. Purchaser understands that no building can be placed on this size lot, nor can water and sewer permit be obtained. However, in the event of public water and sewer being obtained there would be no minimum lot size requirement for buildings. Portable chemical units that are inside tents or recreational vehicles may be used on any lots.

7. **ROADS.** (A) Roads will be built by Cacapon River Recreation Area, Inc., of shale.

(B) Road maintenance will be in accordance with a road maintenance agreement which each lot owner will be required to sign.

8. **GUESTS.** For the purpose of security, owners having guests using their lots when the owner is not present must contact Cacapon River Recreation Area, Inc.

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Recreation Area, Inc. or property owners' association and give the names of guests, as well as the expected arrival and departure times.

9. PROPERTY OWNERS' ASSOCIATION. At Cacapon River Recreation Area, Inc.'s discretion, and with a mutual agreement between Cacapon River Recreation Area, Inc., and a majority of the property owners, a property owners' association may be formed. The property owners' association may assume water, sewer and road maintenance, including the receipt of all assessments in force at that time.

10. MOBILE HOMES. No mobile homes shall be permitted on any lot, but this will not proclude the placement of recreational vehicles on said lots on a temporary basis.

11. RESALE OF LOT. Cacapon River Recreation Area, Inc., reserves the right of first refusal on each lot resold, but this provision shall be subordinate to any deed of trust that is presently, or may hereafter be placed on any lot in the subdivision. No for sale signs may be placed anywhere except on the property for sale.

12. All of the tracts in this subdivision shall be used for residential purposes and/or recreational purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said tracts.

13. The tracts in this subdivision shall not be subdivided, except by mutual agreement between Cacapon River Recreational Area, Inc., and purchaser.

14. No driveway leading from any of the main subdivision roads may be constructed which impedes the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of twelve (12) inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

15. 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 is essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.

16. Nothing herein is to be construed to prevent the Cacapon River Recreation Area, Inc. from placing further covenants or easements on any tract in said subdivision which shall not have already been conveyed by them.

17. 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 or other dues for such violation.

18. No motorcycle, three-wheeler, or four-wheeler trails and motorcycle, three-wheeler, or four-wheeler trail riding shall be allowed on the real estate herein conveyed and in this subdivision and no recreational riding of motorcycles, three-wheelers, or four-wheelers shall be allowed upon the roadways in said subdivision, however, this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles, three-wheelers, or four-wheelers over and upon the roadways situate in said subdivision to and from their employment, to and from other lots, or for legitimate business reasons.

19. No hunting or discharging of firearms shall be allowed in the subdivision.

20. Invalidity 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.

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

Be it remembered that on the 10th day of August, 1987, at 2:50 P
this Deed 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. Feller Clerk
County Commission, Hampshire County, W. Va.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 88582-C-87

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