

44023
RIVERDALE ACRES

Declaration of Protective Covenants

372

Conditions and Restrictions

Definitions:

GRANTOR - Grantor shall mean and refer to Mr. & Mrs. Charles Brinker, heirs, and assigns.

GRANTEE - Grantee shall mean and refer to anyone having purchased lots in the subdivision known as Riverdale Acres.

SUBDIVISION - Subdivision shall mean and refer to that certain tract or parcel of real estate known as Riverdale Acres located north of Romney, W.Va.

LOT - Lot shall mean and refer to any numbered or lettered parcel or tract within the subdivision known as Riverdale Acres.

The purpose of these covenants is to maintain these lots whereas the owners will have a nice, respectable, clean subdivision to enjoy the great outdoors and the beautiful South Branch of the Potomac River. The subdivision is to be known as Riverdale Acres.

1. The following protective covenants shall be appurtenant and shall not be separated from the said subdivision.
2. The land hereby conveyed shall be used for recreational or residential purposes only.
3. Every owner of the lots, heirs, or assigns, is subject to this Declaration of Protective Covenants, Conditions, and Restrictions; and, will also be subject to an annual assessment of One Hundred Dollars (\$100.00) per year for road maintenance fees.
4. On or before January 1, 1988 or when 3/4 of the lots have been sold, whichever occurs first, a Property Owners' Association shall be established, with membership consisting of lot owners within said subdivision. The association will be governed by the majority vote of lot owners. A Board of Directors consisting of 2-4 members shall be elected by the lot owners.
5. Any buildings built in said subdivision shall be built in a workman-like manner, and shall be neat in appearance.
6. 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.
7. Any garage or outbuilding must conform generally in appearance and material with any dwelling on the said lot. And, no commercial industry or manufacturing business building or industry shall be erected, maintained, or operated on said land.
8. Any building or campsite must be at least twenty (20) feet from the side boundaries and thirty (30) feet from the front and rear boundaries.
9. Temporary camping trailers may be kept on any lot provided Hampshire County, W.Va. laws concerning temporary camping are complied with.
10. Mobile homes will be permitted on said lots if underpinned and kept neat in appearance at all times, and also comply with Hampshire County, W.Va. regulations regarding mobile homes.

11. Outside toilets and/or septic tanks and drainage fields will be permitted; and, shall be installed entirely within the boundaries of the land owned by the party making such installation. Installation shall not be nearer than twenty (20) feet from the boundaries of said land, and not nearer than one hundred twenty-five (125) feet to any existing well or water supply. All such installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health of the State of West Virginia, and must be approved by the Hampshire County Sanitarian.
12. No signs, billboards, or advertising of any nature shall be erected, placed, or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of Grantor.
13. The tract of land hereby conveyed shall not be subdivided into any parcel of land containing less than two (2) acres. This restriction shall not prohibit the sale of a lesser amount of land to an adjoining owner, to be incorporated into such adjoining tract of land and thereafter made subject to this same two (2) acre tract size limitation, provided, however, that such outconveyance shall not reduce the retained portion of land to less than two (2) acres.
14. The course of an existing stream, river, or drain shall not be altered or restricted in any way which would affect any property not owned by the person making such change or restriction, and no owner shall allow any drainage into any stream, river, or drain which would in any way pollute such stream, river, or drain.
15. There will be no swine or any other animals that may be offensive in odor kept and maintained upon said lands. However, other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of said lands.
16. All garbage and trash must be kept in a fully concealed container at all times, and removed regularly.
17. There will be no junk cars, old buses, or any unsightly vehicles permitted on any of these said lots.
18. The Grantor reserves unto himself, his heirs 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-ways, therefore, with the right to ingress or egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots.
19. The use of any dirt bike, 2-wheeler, 3-wheeler, 4-wheeler, and all-terrain vehicles is prohibited in said subdivision. However, a licensed and inspected road motorcycle can be used for the purpose of ingress and egress.
20. There will be a speed limit of 15 m.p.h. on the roads from Rt. 28 to said subdivision used by lot owners for the purpose of ingress and egress. This speed limit will be strictly enforced.
21. The banks of the South Branch of the Potomac River in the subdivision known as Riverdale Acres, may not be lowered or altered in any way that will change the natural lay of the land.
22. If the parties hereto, or any of them or their heirs 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 Riverdale Acres to prosecute 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.
23. Nothing herein is to be construed to prevent Grantor from placing further covenants or easements on any lot in Riverdale Acres which shall not have already been conveyed to them.

24. All lots and parcels of real estate located in the subdivision known as Riverdale Acres may not be commercially leased or used in connection with any other development or subdivision.

OWNERS:

Charles W. Brimber
Dorothy A. Brimber

PREPARED BY:

Michael E. Curran
 Michael E. Curran

STATE OF WEST VIRGINIA
 COUNTY OF HAMPSHIRE, TO WIT:

Taken, sworn to and subscribed before me, a Notary Public within and for the county and state aforesaid, this 9th day of December, 1987.

My commission expires December 4, 1988

Pamela K. Duckworth
 Notary Public

Commissioned as:
 Pamela K. Duckworth

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

Be it remembered that on the 10th day of December, 1987, at 3:16 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. Feller
 County Commission, Hampshire County, W. Va. 20