

Protective Covenants for Whitson's Point

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 situated in Whitson's Point, the 30 foot-wide roadway running throughout Whitson's Point, 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 Whitson's Point. The grantor, for itself, 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 Whitson's Point a sum not to exceed \$50.00 Dollars, per year, per tract, for the use, upkeep and maintenance of the roadways situated in Whitson's Point, now constructed or to be constructed and within all sections of Whitson's Point, now constructed or 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 Whitson's Point, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within Whitson's Point 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 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. When fifty per cent (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 Whitson's Point 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.
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 therefore, 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 roadway, property lines and within building restrictions lines of any or all lots.
4. Buildings of a temporary nature and house trailers or mobile homes may be erected or placed on any of the tracts of Whitson's Point. 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. All of the tracts in Whitson's Point shall be used for residential and recreational purposes only.
6. 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 informational signs of the grantor.
7. 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 Whitson's Point 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 two (2) 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.
8. All toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and shall 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.
9. 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.
10. 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 such tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.
11. 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 situated in Whitson's Point 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.
12. 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.
13. No hunting or discharging of firearms shall be allowed within 200 yards of any cabin or improvement in Whitson's Point.
14. 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 Whitson's Point.
15. No more than one (1) family dwelling shall be constructed on the tracts in this subdivision less than two acres in size.

16. Pollution of the South Branch of the Potomac River is totally prohibited by any of the lots' owners in Whitson's Point, their family or guests.
17. No building or structure can be placed within thirty (30) feet of any right of way in Whitson's Point.
18. No commercial enterprise shall be conducted on any of the lots in Whitson's Point, and no commercial enterprise shall be conducted involving the use of the South Branch of the Potomac River.
19. This sale is subject – Flood Plain Regulations.

Amendment

At a meeting of the Whitson's Point Association on September 3, 2011, it was unanimously agreed among the members present to raise member dues to \$100.00 per lot with a multi-lot owner cap of \$250.00 for a member owning three or more lots.

Thus, Paragraph No. 2 of the Whitson's Point Association Covenants shall read:

2. The grantor may assess each tract owner of Whitson's Point a sum not to exceed \$100.00 Dollars, per year, per tract, for the use, upkeep and maintenance of the roadways situated in Whitson's Point, now constructed or to be constructed and within all sections of Whitson's Point, now constructed or common facilities as the grantor may provide therein. Multi-lot owners owning three or more lots will have their yearly fee capped at \$250.00. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners within Whitson's Point, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within Whitson's Point 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 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. When fifty per cent (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 Whitson's Point 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.

The meeting was attended by:

Al & Ellen Ackley	(lots 25 & 27)
Bill & Bonnie Amshey	(37)
Dennis & Carol Bailey	(10)
Anne Beachy	(14)
Anne Besecker	(17, 19, 21, 23)
Audi Bradford	(34 & 36)
Denny Smith	(6)
Mike Cornachia	(28)
Randy & Mary Crawford	(26)
Benny Evans	(12)
Christine & Carl Fries	(1)
James Kalp	(Stone House)
Pat Nos	(11)
Bill Ryan	(13)
Dave Miller	(5)

Mike Wolfe
Ralph Wolfe

(7, 8, 9, 40, 42, 45, 46)
(47)

William J. Amshey, Jr., President, Whitson's Point Association

Allen Ackley, Secretary & Treasurer, Whitson's Point Association

Prepared by: William J. Amshey, Jr.