

22943
RESTRICTIVE COVENANTS AND CONDITIONS RELATING TO REAL ESTATE OWNED BY
CHRISTINA'S WORLD II, INC., GORE DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA

The undersigned, Christina's World II, Inc., a corporation, being the fee simple owner of certain real estate situate on the drains of Little Cacapon Creek, in Gore District, Hampshire County, West Virginia, and as more fully described and bounded in that certain deed, dated the 23rd day of June, 1972, and of record in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in Deed Book No. 196, at Page 682, does hereby make the following declarations as to limitations, restrictions and uses to which said real estate may be placed, and thus specifying that said declarations shall constitute covenants to run with the land as provided by law and shall henceforth be bonding on all parties and all persons who may hereafter buy said real estate or any portion thereof, and for the benefit of and as limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision uniform, desirable and suitable in design and use as herein specified:

(1) Each and every purchasers of a tract or parcel of real estate from Christina's World II, Inc. agrees to pay an annual assessment fee of Four Dollars (\$4.00) for each and every acre owned by him or her into a fund to be set up and maintained by Christina's World II Wild Life Protection Foundation, Inc., a corporation to be formulated for the purpose of maintaining the lodge, roads, lands dedicated to the public use, and for caretaker service. This fee shall be due and payable at the time title passes to the property owner, and shall be due and payable in advance each year thereafter.

(2) All purchasers of real estate from Christina's World II, Inc. where said property borders the Little Cacapon River, except 6-A where scenic easement goes to the top of the bluff, agree to grant scenic easements from the center of said River for a distance of 150 feet back upon the shore, said easements to be granted to Christina's World II Wild Life Protection Foundation, Inc. The said foundation shall use said easements for the protection and propagation of wild life and plants and for the benefit and enjoyment of all property owners. Such activities as hiking, walking, horseback riding, fishing and boating, shall be permitted thereon, but no swimming or group gatherings shall be permitted.

(3) All real estate purchased from Christina's World II, Inc. shall be used for residential purposes only, and no commercial enterprises shall be maintained thereon. In addition to dwelling houses, outbuildings such as kennels, stables, and garages may be constructed thereon.

(4) Pets such as dogs, cats, horses and other animals of like nature may be kept and maintained in and upon said real estate, but such maintenance shall not interfere with the health, comfort and enjoyment of other property owners. The owners of such pets or domestic animals shall not allow same to stray from the premises, and no dangerous pets may be allowed in and upon said property.

(5) The purchasers of tracts or parcels of real estate from Christina's World II, Inc. shall not subdivide said tracts prior to the year 1993, unless said subdivision is permitted by the unanimous consent of all other property owners in the project.

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(6) No nuisances, public or private, shall be permitted in and upon said real estate.

(7) The Board of Directors of Christina's World II, Inc., or its designated agent, shall approve plans and locations for any structure to be erected on any tract in the development. Structure shall be of a design compatible with the area and the approval of the Board of Directors shall not be unreasonably withheld. No mobile homes will be permitted on any tract in Christina's World II, Inc. However, the reasonable use of recreational vehicles shall be permitted.

(8) The Company, for itself, its successors and assigns, reserves the right to enter at any time the rear ten feet and the five feet abutting upon either side line of any lot or lots in the said Christina's World II for the purpose of erecting and maintaining, or authorizing the erection and maintenance of, overhead or underground wires, conduits, or pipes for the general use of Christina's World II, and further reserves the right to enter upon any part of such lot or lots for the purpose of trimming trees, planting and cultivating flowers and shrubbery, and for the removing of grass, weeds, and other unsightly objects and litter.

(9) The foregoing paragraphs and each and every one of the terms, agreements, covenants, restrictions and conditions contained and incorporated therein shall be taken as independent and not dependent covenants, and as covenants running with the land and inuring to the use and benefit of all present and future owners of land in Christina's World II, and any and every redivision thereof or any part of the same, similar conditions and restrictions having been made to apply to lots in said Christina's World II by deeds heretofore made with respect thereto, and shall be made to apply to all other lots in said Christina's World II by such deeds as shall hereafter be made by the corporation, its successors or assigns, and being for the benefit of all the owners and residents in said subdivision.

(10) The term Christina's World II as used throughout this instrument comprehends the existing subdivisions and all future subdivisions which may be made of the lands or any part of the same covered by deed bearing date, the 23rd day of June, 1972, by and between Elizabeth D. Powers, Single, Peter G. Powers and Kathryn Powers, his wife, grantors, and Christina's World II, Inc. a Corporation, grantee, recorded among the land records of Hampshire County, West Virginia, in Deed Book No. 196, at Page 682, and also comprehends any and all redvisions of any of the said subdivisions or any part of the same.

(11) No building shall be erected closer than 100 feet to any street or road, nor closer than 50 feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 50 foot setback shall apply only to outside lines.

(12) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department, and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic tank permit has been obtained from the State Department of Health.

(13) No lot in said subdivision may be resubdivided into more than two (2) lots. The minimum size of each lot subdivided, including the lot retained by the owner, shall not be less than five (5) acres.

WITNESS the following signatures and seals this 7th day of December, 1972

WILLIAM H. ANSEL, JR.
ATTORNEY AT LAW
ROMNEY, WEST VIRGINIA

ATTEST:

Raymond R. Raley
Secretary

CHRISTINA'S WORLD II, INC.
A CORPORATION

Robert E. Skinn
President

