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CEDAR RUN SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The Grantor hereby grants and conveys to the property owners, for their private use forever, all the roads and rights of ways on the attached plat or plan.

(2) The Grantor may assess the owners of all tracts a sum not to exceed Twenty-Five (\$25.00) Dollars, per year, per deeded tract, for the use, upkeep and maintenance of the private roads providing ingress and egress and regress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of tract owners, elected by the owners of the above specified tracts, and any assessment made pursuant to this paragraph shall constitute a lien in 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, 1980, and on or before the 31st day of January each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more of said tracts, then the obligation to pay said Twenty-Five (\$25.00) Dollars, assessment shall become the obligation of the new owner.

(3) The Grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduit equipment, sewer, gas and water lines, or to grant easements or rights-of-ways therefor, with the right of ingress and 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, or within forty (40) feet from the center of any right-of-way.

(4) All of said tracts shall be used for residential purposes only and any garage or barn must conform generally in appearance and material with any dwelling on said tract.

(5) 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.

(6) Sewerage and waste systems, as well as any toilets constructed on said tracts, shall conform to the regulations of the appropriate County and State Health Regulations.

(7) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

(8) No trucks, buses, old cars, or unsightly vehicles of any type description may be left abandoned on said tracts.

(9) No lot or tract in said subdivision may be re-subdivided.

(10) No building shall be erected closer than fifteen (15) feet from any bordering or back-line, or closer than Forty (40) feet from center of road right-of-way.

(11) 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 person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent them or him from so doing or to recover damages or other relief for such violation(s).

(12) Invalidity of any one of these covenants by judgement or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

650

DEBRA H KESLER
MORGAN County 11:11:16 AM
Instrument No 735115
Date Recorded 03/24/2008
BOOK-PAGE 228-650
Rec/Preserve \$11.00 \$2.00

CEDAR RUN SUBDIVISION CHANGES TO THE DECLARATION OF PROTECTIVE COVENANTS

Cedar Run Property Owners Association, certain changes, amendments and revisions in the Declaration of Protective Covenants of the said Cedar Run Subdivision, which covenants are of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Deed Book No. 110, at page 485, which said changes, amendments and revision are summarized and described as follows:

Item No. 2 - To permit the Association to assess all lot owners a road maintenance fee of \$75.00 per year per tract, which fee may be subject to change according to the actual cost of road maintenance requirements in the future.

Item No. 8 - To permit one unlicensed working vehicle to be left or parked upon each tract.

Item No. 14 (new) - To authorize the Board of Directors or Officers of the Cedar Run Subdivision Property Owner Association to allow the electric utility company to enter upon the property of the subdivision, including any lot therein, for the purpose of trimming brush and dead trees under and around existing electric power lines.

Item No. 15 (new) - To authorize the Officers or Board of Directors of the Cedar Run Property Owner Association to impose a speed limit on subdivision roads of 10 to 15 mph and to post signs accordingly.

Item No. 16 (new) - The annual Cedar Run Subdivision meeting will be held on Cedar Run Subdivision property, on Columbus Day Weekend (Apple Butter Fest.)

Item No. 17 (new) - That the landowner is responsible for all court cost of judgment/liens placed on said Cedar Run property of none payment of Road Maintenance fee.

WITNESS THE FOLLOWING signature/s and seal/s this 4th day of March, 2008.

Lot No. (s) 23 + 24
Cedar Run Subdivision
Cacapon District
Morgan County, West Virginia

Danahol J. Luber
OWNER
OWNER

STATE OF Maryland
COUNTY OF Anne Arundel, to-wit:

I, Babette Van Nieu, a Notary Public in and for the county and state aforesaid, does hereby certify that Danahol J. Luber

whose name/s is/are signed to the writing hereto annexed, bearing date the 4th day of March, 2008, has/have this day acknowledged the same before me in my said county.

Given under my hand this 4th day of March, 2008.

Babette Van Nieu
NOTARY PUBLIC
My commission expires: 5-1-09

(PLACE OF NOTARY SEAL)



WALTER HARRIS SUBDIVISIONS
PO BOX 402
GREAT CACAPON, WV 25622-0402

Returned 03/25/08