

Del: Kope & Saville
6-10-87

43/63

DEED COVENANTS

NORTH RIVER RUN

293

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This declaration of easements, protective covenants and beneficial restrictions shall run with the land and shall be referenced as part of every contract of sale and conveyance of title.

1. Every owner shall have an easement over the roads of the subdivision for access to and from State Road 11, Delray Road (also called North River Road) to their lot within the subdivision, and to and from the common area (designated on the subdivision plat), on the North River.
2. Maintenance and repairs to said roadways within the subdivision shall be performed on a continuing basis by the North River Run Property Owners Association. The maintenance fee shall be \$30.00 annually, with a one time initial membership fee (to be used for organizational and administrative purposes) of \$10.00 per lot owner. The annual fee, however, is payable per lot owned and does not apply to the unsold inventory of the developer. Owners of two adjoining lots are required to pay only one association fee.
3. The developers reserve unto themselves, and in behalf of the said Association, their heirs and assigns, an easement or right-of-way over, under or through a twenty foot strip of land along every lot line of every lot in the subdivision for the purpose of facilitating the granting of rights of way for maintenance and utilities.
4. Not more than one (1) single family residence shall be constructed on any lot. Residences shall contain not less than 650 square feet including deck or porch, but excluding basement, garage, carport, overhang or outbuilding. Lots are for residential purposes only, and no business or occupation is permitted.
5. Any resubdivisions shall be in conformity with Hampshire County, West Virginia, regulations including septic tank suitability. No lot, however shall be permitted under one (1) acre in size.
6. No owner of any lot shall interfere with the natural drainage of surface water to the detriment of any other lot(s). Further, in construction of any driveway onto any lot, a properly sized culvert shall be used to alleviate blockage of storm water run off. No parking is permitted upon subdivision roads and owners are required to provide adequate parking for themselves and their guests.
7. Since access is afforded to 8,000 acres of hunting lands at Short Mountain, no discharge of firearms or hunting is permitted within 150 yards of any residence, campsite, posted land, or otherwise improved property within the subdivision.
8. Every owner shall maintain, repair, and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by them. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of owner or his contractor enroute to or from owner's lot. All lots, improved or unimproved, must be maintained by owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.
9. No building shall be erected or placed closer than twenty (20) feet from any lot line except where two or more tracts are owned and used together, the interior line shall be exempt from this restriction.

- 10. Sanitation facilities constructed on any lot, including but not limited to septic tanks, holding tanks, outhouses, or other forms of waste disposal shall be constructed in accordance with the regulations and approval of the West Virginia (Hampshire County) Health Department. The Declarant warrants approval on each and every lot within the subdivision of an approved method of sanitary waste disposal for single family residences containing not more than two bedrooms. The guarantee shall be in effect for six months from the date of purchase from the declarant on a full money back basis.
- 11. All rivers rise and ebb from time to time. Riverfront owners are cautioned to consult an engineer prior to construction of a residence or any other improvement to the property. It is recommended that no basements be constructed and all first floors be sufficiently elevated.
- 12. No unsightly conditions shall be allowed to exist on any lot including junk or abandoned vehicles, watercraft, building supplies or other conditions deemed inappropriate by a majority of the membership of the Association. Residential construction shall be completed on the exterior within one year from commencement of construction. Single wide mobile homes shall be permitted only upon the following lot within the subdivision: Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, & 39. This paragraph shall not be construed to prohibit the erection of a double-wide mobile home upon any lot, nor to prohibit other legal uses of said real estate such as camping with tent, camping trailer, travel trailer or motorhome; however, no camping trailer, travel trailer, nor motor home shall be permanently affixed to the real estate for the purpose of residential occupancy longer than ninety continuous days annually. Further, no such recreational vehicle may be connected to well water, running water or to a septic tank. Converted buses may not be used as a recreational camping vehicle.
- 13. These covenants may be amended or modified by two thirds vote of the members in good standing, or by the developer provided such change, modification, or amendment is duly recorded among the land records of Hampshire County, West Virginia. The Property Owners Association shall be formed in autumn, 1987, and the organizational meeting shall be called by the developer. Voting at meetings shall be on the basis of one vote per maintenance fee paid and a simple majority shall prevail on all questions except fees and deed covenant changes as indicated above.
- 14. Determination by any court of proper cognizant jurisdiction that any provision herein is invalid for any reason whatever, shall not affect the validity of the balance of these provisions or regulations of the Property Owners Association.

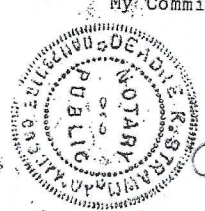
(These covenants contain 14 paragraphs)

IN WITNESS WHEREOF, The undersigned has caused these presents to be signed by PETER PRICE on this the 24 day of APRIL, 1987.

[Signature] (SEAL)

STATE OF WEST VIRGINIA;
COUNTY OF HAMPSHIRE, TO WIT:
I, DEADRE K. RINKER, a Notary in and for the aforesaid County and State do hereby certify that Peter Price has acknowledged the same before me in my County and State on this the 24th day of April, 1987.

My Commission expires: June 13, 1994



Deadre K. Rinker
NOTARY PUBLIC

Commissioned as:
Deadre K. Strawn

This instrument was prepared by Royce B. Anulle Attorney at Law.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 4th day of June, 1987, at 1:52 P. M., this Need 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. Zeller* Clerk
County Commission, Hampshire County, W. Va.