

PROTECTIVE COVENANTS FOR GOLDEN ACRES SUBDIVISION

1. It is mutually understood by all parties that the Lake and/or all public areas as shown on the Golden Acres Subdivision plat shall be restricted by all of these covenants.
2. Land Use and Building Type: All of the lots subject to these protective covenants shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than automobile, camper, camps, tents and permit residential building, provided the plan for the said building are approved by Golden Acres Maintenance Fund.
3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. Signs: No advertising sign, billboard, or other device shall be permitted, erected, placed or suffered or remain upon any lot except that this covenant shall not prohibit the use of a professional sign not to exceed one (1) square foot in size, or the use of "For Sale" signs by the owner or bona fide real estate agents and/or builders
5. No motors or motor boating of any type shall be permitted on the aforesaid lake, however, row-boats or canoes at the persons own risk are permitted from 6.:00 a.m. till 8:00 p.m. provided time includes daylight hours; Also, fishing in said lake is permitted provided said parties meet with local and state fishing regulations.
6. There will be trash containers furnished by Golden Acres Maintenance Fund at various locations for trash debris, etc., therefore each purchaser and/or owner will be responsible for their own area plus aid to any public area being kept clean.
7. Purchasers may clear, grade, install off street parking on their own lots provided no changes are made in ditch line on street or throw bushes or surface water on any adjoining lot.

8. It is also mutually understood and agreed that Golden Acres, the Sellers, have negotiated the right or rights for purchasers of lots in Golden Acres to hunt and fish, and hike on the adjoining 270 acres shown on the attached plat provided they meet the local and state authorities from this date hereof until September 30, 1968. A card to each purchaser will be assigned by Golden Acres to each said purchaser for said privileges, provided that the Golden Acres Maintenance Fund pays to owners of the said 270 acre parcel twenty (20) percent of the annual dues and that the parties have not breached any, of their payments or restrictions with Golden Acres, Inc. Adjoining land Owners have indicated that they will negotiate with Golden Acres Maintenance Fund for extensions of hunting, fishing, and hiking privileges on the 270 acre tract after September 30, 1968.

9. It is mutually agreed by purchasers and/or lot owners that in the event they breach any of the aforesaid covenants they shall lose, without further notice, any or all privileges to all public and/or private areas aforesaid described herein.

10. It is mutually agreed by all parties that an inspection pertaining to the aforesaid covenants shall be made at any or all times by

a person or persons designated by the present owners until a minimum of 100 lots are sold. After which time some inspections may be made by person or persons as designated from time to time by the Golden Acres Maintenance Fund, officers and directors.

11. Also, the grantees and lot owners shall pay \$10.00 annual dues to Golden Acres Maintenance Fund or such other amount as the officers and directors shall deem necessary for the general maintenance of the streets and all public areas including stocking fish in the lake as shown on the plat marked "Exhibit A" furthermore, in the event the purchasers and/or lot owners fail to pay the levied amount by the Golden Acres Maintenance Association, they shall lose all of their hunting, fishing and any other privileges to public and/or private areas; also, the amount levied shall be a lien against their lot or lots without further notice. Furthermore, this amount may be increased or decreased as the directors or office deem necessary

annually. It is understood and agreed that a separate account by the parties that are the officers and directors of said Golden Acres Maintenance Fund, each lot owner shall have one (1) vote for each lot owned, and officers and directors shall be elected annually.

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

Be it remembered that on the _____ day of _____, 2013, at _____ M., this deed was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest _____, Clerk

County Commission, Hampshire County, W. Va.

Eric W. Strate
HAMPSHIRE County 01:01:15 PM
Instrument No 152911
Date Recorded 11/01/2013
Document Type DEED
Pages Recorded 8
Book-Page 517-433
Recording Fee \$14.00
Additional \$5.00