

PROTECTIVE COVENANTS AND RESTRICTIONS

River Ridge Subdivision - Section A

The protective covenants and restrictions applicable to RIVER RIDGE PROPERTIES are herein set out.

River Ridge Properties, a partnership, duly organized and existing under the laws of the State of West Virginia with its principal place of business situate in Great Cacapon, Morgan County, West Virginia, the owner of certain lands situate in or near Great Cacapon, Morgan County, West Virginia, hereby makes and executes the following Declaration of Protective Covenants and Restrictions as to that portion of said land which will be subdivided and sold to individual tract purchasers for the purpose of erecting private dwellings or recreational residences thereon, known as RIVER RIDGE-SECTION A, it being expressly understood and agreed by such tract purchasers that the said Protective Covenants and Restrictions shall not apply to nor shall anything herein contained be construed as limiting or restricting River Ridge Properties that is not subdivided and designated Section A.

It is hereby declared by River Ridge Properties (hereinafter referred to as "River Ridge"), that the following covenants, restrictions and easements shall constitute covenants to run with said land in said RIVER RIDGE, Section A (hereinafter referred to as "Section").

1. Nothing but one single family private dwelling or recreational residence designed for occupancy by any one family shall be erected on any tract in said Section, nor shall said premises be used for any purpose other than private or recreational residential purposes, but the renting or leasing of a private dwelling or recreational residence shall not be considered commercial use, and except as otherwise herein provided; however, that nothing herein contained shall be construed to prevent the use of one building site on two or more tracts, or the use as a building site of portions of two or more tracts; provided further, however, that River Ridge may in its sole discretion permit owners of certain tracts to build and use same for hobbies, educational, or professional purposes.

2. No buildings, facility, or other structure, or any additions thereto shall be erected, or the erection thereof begun, on any tract until the plans and specifications thereof shall have been first presented to and approved in writing by River Ridge, its successors or assigns.

3. The ground floor area of any dwelling of two (2) or more floors erected on a tract shall contain a minimum of eight hundred (800) square feet, exclusive of porches and garages, unless otherwise approved, in writing, by River Ridge.

4. The minimum area of living space of any single-family dwelling therein, and exclusive of porches and garages, shall be not less than one thousand (1,000) square feet, unless otherwise approved, in writing, by River Ridge.

5. In order to assure that houses or structures will be located with regard to the topography or relation to wooded areas of each individual tract, River Ridge reserves unto itself, its successors and assigns, the right to control the site and location of any house or dwelling or other structure upon any one or more tracts, provided, however, that such location shall be determined only after reasonable opportunity is afforded the tract owner to recommend a specific site.

6. The exterior of all houses and other structures must be complete within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

7. Each tract owner shall construct and maintain suitable and

adequate parking space on his tract for parking space on his tract for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said Section.

8. That before any dwelling on any tract is occupied, the owner thereof shall, at the owner's expense, drill a usable well for drinking water and other purposes and shall install a septic tank and drainage field or sewage disposal system approved by the Department of Health of the State of West Virginia, or other health authority having jurisdiction of such matter. Said septic tank and drainage field or other disposal system shall be installed in accordance with lawful rules and regulations, established by the Department of Health of the State of West Virginia; provided further, that any activity or use of said tract shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said tract.

9. No trailer, shed, or other temporary or movable building or facility shall be erected or maintained on any tract except as may be reasonably necessary for a short period of time for use in aiding the erection of a dwelling on said tract, and in no event shall said trailer, shed or other temporary movable building or facility be maintained on a tract after completion of said dwelling.

10. No trailer, basement of a partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.

No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot; provided, however, that camping on said tract by the tract owner will be permitted with the specific and expressed understanding and agreement that all vehicles and camping equipment will be taken with and removed by the tract owner when departing said tract, unless otherwise permitted in writing by River Ridge.

11. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said tract.

12. No fowl, swine, cattle, sheep, goats, horses or other domestic or wild animals shall be kept or maintained on any tract. This restriction shall not apply to dogs, cats, or other domestic animals, generally considered as pets. River Ridge reserves the sole right to waive this condition as it applies to horses, provided the said tract is approved for horses.

13. River Ridge reserves unto itself, its successors and assigns, a perpetual easement over, upon, across and under each tract, for the construction, maintenance, upkeep and repair of the roadways and rights of ways, the location or locations therefor are as shown on the plat of River Ridge, recorded as aforesaid in the Morgan County Clerk's Office; that the use of said roadways and rights of ways shall be in common by the tract owners, River Ridge and their respective heirs, successors and assigns as well as for the general public, if in River Ridge's discretion, same becomes necessary for the full use and enjoyment of the said Section by tract owners or by River Ridge's subsequent developments of property now owned or hereinafter acquired by River Ridge, but such use in common by tract owners, River Ridge, their respective heirs, successors and assigns, and shall be in accordance with the other Protective Covenants and Restrictions herein. There is also further reserved to River Ridge, its successors and assigns, a perpetual easement for the erection, maintenance, installation and use of the electrical, telephone and other utilities if and when available, but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within twenty-five (25) feet on each side of any tract's boundary lines; providing, however, that the twenty-five (25) foot easement for any tract's boundary line or lines adjacent to a roadway or right of way would commence where such roadway or right of way boundary ceases; and River Ridge may further cut drainways for surface water wherever and whenever such action may appear to River Ridge to be

necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of River Ridge, but this reservation shall not be considered an obligation of River Ridge to provide or maintain any such utility or service.

14. Commercial timbering is prohibited. On all river front tracts no trees measuring six inches or more in diameter at three (3) feet above ground level may be removed without the written approval of River Ridge.

15. No tract shall be subdivided, or its boundary lines changed; however River Ridge hereby expressly reserves to itself, its successors or assigns, the right at any time to re-plat any tract or tracts shown on the plat of any said Section or parts thereof in order to create a modified building tract or tracts. It is agreed that no tract changed as provided herein shall be less than five (5) acres. The restrictions and covenants herein apply to each such building tract so created.

That nothing herein is to be construed to prevent River Ridge from amending or placing further provisions of covenants or easements on any tracts in said Section which have not been conveyed by it, excepting the specific provision and restriction that no tract created shall be less than five (5) acres.

16. As to said Section, it is agreed that as soon as a sufficient number of tracts have been sold in this development, this determination to be the sole and exclusive right reserved unto River Ridge, a non-stock property owners' association, to be known as the "RIVER RIDGE ASSOCIATION, INC." shall be formed with one membership, one vote, for each property owner, and that this Association shall establish reasonable annual assessment charges for recreational and conservancy areas, road maintenance and other maintenance relative to a subdivision of this type.

That there is designated a conservancy area for River Ridge and same shall be for the use and benefit of the tract owners, their heirs and assigns, in strict accordance with the rules, regulations, provisions, restrictions and conditions promulgated by River Ridge, and said conservancy area is designated and shown on said plat of record in the Morgan County Clerk's Office; that such conservancy area shall also be for the use and benefit, all in accordance with the aforesaid, for other lands now owned or hereinafter acquired by River Ridge.

That River Ridge at its discretion may at the time this Association is formed, convey to said Association the conservancy area, but with the rights, privileges, and authority to reserve unto itself, its successors and assigns, to place such provisions, conditions, restrictions, uses, and regulations as it might determine necessary and required for prudent ecological and environmental control of the said conservancy area and for the future development and its related uses of lands now owned or hereinafter acquired by River Ridge, but with the understanding that a specific provision in said conveyance to said Association shall prohibit subdivision of said conservancy area for dwellings or recreational residences.

That for the proper game and wildlife control and preservation, no hunting or trapping of wildlife is permitted on River Ridge, and that River Ridge is declared a game and wildlife preserve; providing, however, that River Ridge in its discretion may determine that to properly and effectively protect the land and to maintain the recognized balance of land and food to game population, some hunting and trapping might become necessary and that in such event, River Ridge in its sole discretion shall promulgate the restrictions, regulations and rules for any hunting and trapping on River Ridge.

17. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from July 1, 1977, after which time said covenants shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of tracts affected by such covenants has been

recorded, agreeing to change said covenants in whole or in part. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner or the River Ridge to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser upon resale by a tract owner, upon basis of race, creed, color, or national origin.

18. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, River Ridge shall have the right, whenever there shall have been built on any tract in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violations exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any right, reservation, restrictions or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

19. The invalidation by any court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, and they shall remain in full force and they shall remain in full force and effect.

County Court Clerk's Office
Morgan County, West Virginia Aug. 12 1977
The foregoing writing, was this day presented
in said office and thereupon admitted to record.

Teste: Clyde M. Kucharski Clerk