

RECORDED

FRENCH'S NECK WEST

100.00 PER YEAR ROAD FEE

DB-312-PG-523

528

lot owned" rule which is established in Article II, paragraph 2 above.

6. The Property Owners Association shall be governed by all applicable federal, state and county laws, rules, regulations and ordinances, now in effect or hereinafter enacted.

ARTICLE IV

USE RESTRICTIONS

1. Each lot owner shall have an unobstructed and nonexclusive right of ingress and egress to and from his lot and the South Branch of the Potomac River over the rights-of-ways and roadways as shown on the subdivision plat, and the plat attached to the hereinafter described Right of Way Agreement. The Lot Owners Association shall be responsible for maintenance of the subdivision roads, and responsible for the maintenance of the access road to and from West Virginia State Route 1/1, and all other obligations in that certain Right-of-Way Agreement dated the 20th day of August, 1989, by and between William E. Rogers and Susan L. Rogers, husband and wife, and the Declarant, a copy of which is to be recorded in the aforesaid Clerk's office, which is expressly incorporated herein by reference. The rights-of-ways shall be subject to the common usage of the Declarant, its successors and assigns.

2. The Declarant reserves unto itself and its successors and assigns, easements for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, (guy wires may extend beyond the easement limit), cable t.v., electric, and water lines, on, over and under a strip of land fifteen (15) feet wide along all property lines not serving as the centerline for rights-of-ways, and fifteen (15) feet along each side of all the rights-of-ways, in addition to easements reserved by any other instrument duly recorded. However, the rights and responsibilities concerning the right-of-way road from West Virginia Route 1/1 to French's Neck West shall be controlled solely by the Right of Way Agreement dated August 20, 1989, signed by William E. Rogers and Susan L. Rogers and recorded in the office of the Clerk of the County

Commission of Hampshire County, West Virginia, contemporaneously with this document. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services, however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners.

3. No signs or advertising of any nature shall be erected or maintained on any residential lot, except for sale or rental signs not to exceed six (6) square feet in area, except for directional and informational signs of Declarant.

4. Any lot in French's Neck West may be resubdivided by the owner or the Declarant so long as the size of any resulting lot or residue thereof shall not be less than two (2) acres. Construction of any improvements on the lots resubdivided shall be governed by Paragraph No. 8 below.

5. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as a part of the development of any lot, the owner shall provide adequate off-road parking for owner and his guest(s).

6. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.

7. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months; provided, however, nothing shall be construed to prevent the owner from erecting tents or temporary camping trailers on the lot and to camp overnight in said tents or camping trailers for a period of up to fifteen (15) days.

8. Not more than one single family residence per two (2) acres may be placed on any lot shown upon the plat for French's Neck West or on the lots as resubdivided by the Declarant or the owner as elsewhere provided for herein. For example, a four (4) acre lot can have no more than two (2) single family residences placed thereon and a six (6) acre lot can have no more than three (3), etc. Residences shall contain a minimum of 600 square feet of living area, excluding basement, garage, porch, carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

9. Each lot shall be used for residential/recreational purposes only, and any garage or outbuilding must conform generally in appearance and material with any dwelling on said lot. Use of the numbered lots for any form of commercial or agricultural use or the raising of livestock or poultry (regardless of number) is not allowed, except that commercial or agricultural enterprises may be constructed and maintained with prior written approval of the Declarant or the Property Owners Association.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

- (a) The raising and use of horses.
- (b) Home occupations conducted by occupant.
- (c) Home gardening.

10. The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. 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 owners' lot. All lots improved or unimproved, must be maintained by the lot 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.

11. No building shall be erected closer than fifty (50) feet from the centerline of any subdivision road, nor closer than twenty (20) feet to the side or rear property lines, with the exception that where two or more tracts are used together for the construction of one dwelling, then said twenty (20) feet setback rule is thus waived for the individual lots and the two or more lots which comprise the consolidated lots shall thereafter be sold and conveyed as one unit with the aforementioned set back lines applying to same and may not thereafter be sold separately, but voting and membership rights shall not be affected.

12. Each owner is responsible to comply with all applicable building ordinances now or hereafter adopted by the Hampshire County Commission or other governmental body which regulates the building of homes or structures.

13. All sanitation facilities constructed on any lot shall conform with the regulations of the Hampshire County Health Department.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon two-thirds (2/3) vote of the Board of Directors, and after fifteen (15) days notice to the owners of the Property, the Property Owners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

15. No noxious or offensive trade or activity shall be carried on upon any tract or right of way and the use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within French's Neck West.

16. No hunting or discharging of firearms shall be allowed in French's Neck West, except with the prior written approval of the Property Owners Association.

17. Pollution of the South Branch of the Potomac River is prohibited by any of the property owners of French's Neck West, their family, guests or invitees.

18. All animals shall be restrained to the property of their owners and not allowed to run free on property owned by others in French's Neck West, nor allowed to run free on the 268 acre parcel now owned by William Rogers.

19. If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

20. The Association, by vote of two-thirds (2/3) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above, may be enforced by fines or other penalties.

ARTICLE V

GENERAL PROVISIONS

1. Declarant, for itself, its successors and assigns, reserves the right to replat, resubdivide and renumber any unsold real estate shown on the aforesaid plat. Nothing herein shall be construed to prevent

Declarant from imposing additional covenants or restrictions on any unsold real estate in the subdivision. In addition, any lot in French's Neck West may be re-subdivided by the purchaser, his heirs, successors and/or assigns as long as the minimum size of each lot subdivided and the residue thereof shall not be less than two (2) acres.

2. All sewage disposal systems constructed on said lots shall conform to the regulations of the Hampshire County Health Department. Free standing toilets are also subject to the aforementioned requirements and shall not be constructed unless specific authority is first obtained from the Health Department, and then they must be placed in such location with respect to the residence, cabin, or accessory building located on the premises that the free standing toilet does not create an unnecessarily unsightly condition to the adjoining lot owners with the subdivision. In this connection, the owner shall submit plans for the construction to the Property Owners Association, and obtain prior approval from the Board of Directors prior to the location and construction of a free standing toilet.

3. The Association, or any owner, shall have the right to enforce by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by not less than seventy-five percent (75%) of the lot owners, by an instrument signed by not less than seventy-five percent (75%) of the lot owners. However, the obligations of the Property Owners Association in regard to the Right-of-Way Agreement attached hereto shall not be changed except with the consent of all the necessary parties