

*New
Covenants*

PROTECTIVE COVENANTS
CACAPON MOUNTAIN RETREAT
Revised 10/21/01

This document applies to real estate in the subdivision known as Cacapon Mountain Retreat, hereinafter called "the Subdivision". Units of the Subdivision held by various owners are called "Tracts" in this document. The term "Owner" shall mean any person or persons who hold a deed to one or more of the Tracts. The real estate conveyed by the deed to which these Protective Covenants are attached and made a part of shall be subject to the following Protective Covenants which permanently apply to the land and are binding on any future Owner.

- 1. Any Owner of a Tract in the Subdivision has the perpetual right to use, in common with other Owners, the three existing 40 foot wide roadways, hereinafter called "the Roadways" which are within the limits of the Subdivision for purposes of ingress to and egress from the Tracts and property held in common. As a collective security measure, gates have been erected at the entrance of the three Roadways and the entrance to the common park. Each Owner is to be provided with a key or the combination to a lock and each Owner is obligated to keep the gates locked.*
- 2. The Cacapon Mountain Retreat Property Owners Association, Inc. hereinafter called "the Association", shall assess each Owner annual dues of ~~\$50.00~~ ^{100.00} per Tract per year for the maintenance of the Roadways, maintenance of other facilities and grounds within the Subdivision and the day-to-day expenses of the Association. The amount of the dues may be changed by majority vote of Owners (who are in attendance or who are represented by written proxies) during the annual meeting of the Association. It is understood that an Owner shall be entitled to one vote for each Tract he/she may own. It is requested that dues be paid on or before the 31st day of January each year. Any dues not paid by the 30th day of June each year will subject the Owner to a \$10.00 per month late fee per Tract in arrears. When a Tract is sold, the obligation to pay the annual dues shall become the obligation of the new Owner. *AW 8-05**
- 3. The Association has the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress or egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide on either side of the Roadways, along property lines and within building lines of any or all Tracts.*
- 4. No structure of a temporary nature (house-trailer, camper, tent, travel trailer, mobile home, recreation vehicle, bus etc.) shall be used as a dwelling on any Tract except during the construction of a permanent dwelling, the period not to exceed 365 days. This period of time may be extended with approval of the Association's Board of Directors. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph No. 11 below.*
- 5. Owners and members of their families may camp on their owned Tract, but following each period of camping, all vehicles, campers, tents, trailers etc. must be removed from the Tract. For the purpose of clarity, "period of camping" shall mean any span of time during which the campers spend every night on the Tract. Once a permanent home is erected on a Tract, licensed vehicles may be parked on the premises.*

6. *Any residence constructed in the Subdivision shall contain at least 480 square feet of living space on the main floor. This shall not include basement, garage, porch or carport. Plans for all new residences must be presented to the Board of Directors for their review to ensure that they meet the minimum requirements of square footage and so that the Board of Directors can review with the Tract Owner all requirements stipulated in the Covenants. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction unless the Board of Directors grants an extension.*
7. *All Tracts shall be used for residential, recreational and/or farming purposes only. Any garage or barn constructed on any Tract must conform generally in appearance and material with any dwelling on the Tract.*
8. *No commercial signs, billboards or advertising of any nature shall be erected, placed or maintained on any of the Tracts. The Association may erect identification signs on any of the four entrances to the Subdivision and may renew "POSTED" signs as needed.*
9. *No Tract may be subdivided by the Owner, his heirs, successors or assigns resulting in any Tract containing less than five (5) acres.*
10. *In the event a governmental body with proper jurisdiction requires the installation of a public utility system within any area of which the Subdivision is a part, the Owner of each Tract must pay his/her proportionate share for the cost and expense of the construction, maintenance and operation thereof. Such proportionate share shall mean one share per Tract.*
11. *Any toilet constructed on any Tract of the Subdivision shall conform to regulations of Hampshire County and/or The State of West Virginia which may be in force at the time of such construction. If possible, such facilities should be located in a secluded part of the Tract. No building shall be constructed on any Tract until a septic tank permit has been obtained from Hampshire County.*
12. *No driveway leading from any of the Roadways may be constructed in such a manner as to impede the function of the Roadway drainage ditches. Any driveway crossing a Roadway drainage ditch must include a culvert of no less than twelve (12) inches in diameter installed in such a fashion as to allow adequate water flow along the road drainage ditch. Each Tract Owner shall be responsible for keeping the culvert free from debris so as to allow free water flow. The Board of Directors of the Association may grant a waiver of this requirement for those situations where the configuration of the land is such that a culvert is not required to allow both passage of vehicles from the Roadway to the driveway and the adequate flow of water along the ditch. Any driveway constructed to lead from any Roadway shall have a gravel base.*

13. *No unregistered vehicle may be left, stored or abandoned on any Tract unless it is in a closed garage. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon any Tract except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.*
14. *Dirt bikes (two wheeled motorcycles designed for off-road use) riding within the Subdivision or on any of it's Tracts is strictly prohibited. The intent here is to rule out the recreational use of such vehicles which are considered a nuisance to all the other Owners.*
15. *No hunting or discharge of firearms shall be allowed within 150 yards of any structure or from the Roadways in the Subdivision.*
16. *No noxious or offensive trade or activity shall be carried on upon any Tract or right of way and the use of any motorized vehicle without proper noise abatement equipment is prohibited with the Subdivision.*
17. *No more than one single family dwelling may be constructed on any one Tract except that it is permitted to also construct one guest house for occupancy by members of the Owners family or his non-paying guests. Under no circumstances are any of the Tracts to be used for the purpose of conducting business with the general public. This also strictly prohibits the renting of dwellings to tenants or seasonal guests.*
18. *Invalidation of any part of these Protective Covenants by statute, judgement or court order shall in no way invalidate any of the other provisions which shall remain in full force and effect.*
19. *The Association has been formed as prescribed by Item 20 of the original Protective Covenants of the Subdivision and is governed by formal By-laws. All Owners by virtue of Tract ownership are members of the Association and subject to compliance of the above listed covenants. The functions of the Association are to collect the annual dues, maintain the Roadways and common areas of the Subdivision and enforce these Protective Covenants. By majority vote of the Owners, these Protective Covenants may be amended, modified or changed in accordance with state law covering such associations. It is understood that an Owner shall be entitled to one vote for each Tract that he/she may own.*