

RESERVATIONS AND RESTRICTIVE COVENANTS

CACAPON VIEW

46184

355

Dated: February 22, 1989

Patten Corporation Mid-Atlantic, a corporation, is hereby referred to in this document as the "Grantor."

The Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning lots in "Cacapon View," as below described, or claiming under them.

Invalidation of any of the following Restrictive Covenants by judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. HOMEOWNERS ASSOCIATION: Upon the sale of 75% of the total Lots within "Cacapon View", referred to in this document as the "Subdivision", or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Homeowner's Association, to be called "The Cacapon View Homeowner's Association, Inc." referred to in this document as the "Association."

A. Every person or entity, except the Grantor, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each lot owned. In no event shall more than one (1) vote be cast with respect to each Lot.

B. The roadways and right-of-ways constructed throughout the Subdivision are to be conveyed to the Association by the Grantor, and are for the use in common of the Grantor, Lot owners and their respective heirs, successors and assigns.

C. The Association shall maintain the rights-of-ways, the roads within the Subdivision, and shall assess each Lot owner on a pro rata basis, amounts necessary for the improvement and maintenance of the rights-of-ways and roads, not to exceed \$100.00 per Lot owner annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114.

D. Any Assessments, together with interest and costs, shall be a lien upon the lot against which such assessment is made. The Association shall have the right to file among the land records of Hampshire County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid.

2. RESIDENTIAL AND AREA USE: Each lot shall be used only for residential purposes, and no residence shall be erected, constructed and maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not less than six hundred (600) square feet minimum total area, exclusive of porch, basement and garage.

A. A private garage may be built separately or attached to and made a part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling.

B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.

C. There shall be no trailers, buses, mobile homes, double-wide mobile homes, pre-fabricated all metal homes, or any derivative of the foregoing situated on any Lot as a residence or for storage, either temporarily or permanently. Temporary camping is permitted upon Subdivision Lots by the owner thereof only through the period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers, campers and recreational vehicles are permitted for use as camping shelters.

D. Improvements constructed for the maintenance of animals as permitted by Item 11, below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon the Lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.

3. COMMERCIAL USE AND NUISANCE: No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any Lot. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front lines than twenty (20) feet, or nearer to any side Lot lines or boundaries than fifteen (15) feet or nearer to any rear Lot lines than thirty (30) feet.

5. SEWAGE: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot.

6. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all time will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described in Item 2.A. above, for more than a period of thirty (30) days.

7. **FENCES:** Only fences in aesthetic harmony with the exterior design of the residential development shall be constructed and no fence shall exceed five (5) feet (i.e. 60 inches) in height.

8. **PARKING:** No automobiles or other motor vehicles shall be parked in or within twenty five (25) feet from the rights-of-ways or roads of the subdivision, and no on-street parking is permitted by Lot owners. Visitors, guests, delivery vehicles, or others legitimately using said roads and streets are excepted, and are permitted to temporarily park along said streets.

9. **ADVERTISING:** No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address identification signs, builders job location signs, and real estate signs offering the premises for sale, none of which exceptions shall exceed four (4) square feet in size. The Grantor reserves a right to construct subdivision entrance signs and structures.

10. **AGRICULTURE:** No swine or poultry shall be raised or bred on any Lot. Household pets, such as dogs and cats, may be kept provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and proper fencing, horses and ponies, as well as livestock, shall be permitted on Subdivision Lots, provided at least one (1) acre per each such grazing animal is fenced for the maintenance of said animals.

11. **FURTHER SUBDIVISION:** No lot shall be further subdivided or its boundary lines changed in any way except by Grantor, as follows:

A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision Plat, to change the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such lot off from convenient access to public highways, without the prior consent of the owner thereof.

12. **EASEMENTS:** Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land fifteen (15) feet wide at any point along the side Lot lines of each Lot, twenty (20) feet along the front of each Lot line, thirty (30) feet along the rear lines of said lot and thirty (30) feet wide along the perimeter of the Subdivision. Such utility easements include but are not limited to telephone or electric light poles, conduits, equipments, sewer, gas and water lines. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of centerline of road.

13. **CONFLICT:** In the event of any conflict between the provisions of these Reservations and Restrictive Covenants, the constraints of the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein.

WITNESS THE following signature and seal.

PATTEN CORPORATION MID-ATLANTIC

By: Gary P. Sumner
Gary P. Sumner
Its President



STATE OF WEST VIRGINIA
COUNTY OF BERKELEY

I, Diana Riggleman, a notary public in and for the County and State aforesaid do hereby certify that Gary P. Sumner, president of Patten Corporation Mid-Atlantic, whose name is subscribed to the foregoing instrument dated the 22nd day of February, 1989 has this day acknowledged the same before me in my said County to be the act and deed of said Corporation.

Given under my hand and seal this 6th day of March, 1989.

My Commission Expires:

Sept. 24, 1996

Diana Riggleman
Notary Public



Prepared by: Patten Corporation

STATE OF WEST VIRGINIA, County of Hampshire, to-wit
Be it remembered that on the 9th day of March, 1989, at 1:22 P M,
this 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. Felker
County Commission, Hampshire County, W. Va.

CASTO & HARRIS INC., SPENCER, W. VA. 25746-07