

4-13-94

55244

RIVER GLEN

351
00 12

Dedication of Plat and
Declaration of Protective Covenants
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Daeko International Ltd., hereinafter referred to as "Declarant" does hereby record the plat of a subdivision known as RIVER GLEN lying and being situated in the Bloomery Magisterial District, HAMPSHIRE County, West Virginia, and being more fully described on the plat and survey of RIVER GLEN and dated January 26, 1994 and made a part hereof, and recorded in the Clerk's Office of the Circuit Court of HAMPSHIRE County, West Virginia, just prior to the recording of this instrument in Plat Book 7 at Page 91, to which reference is hereby made, and said real estate being all the same real estate conveyed to the said Declarant by deed dated December 28, 1993 and recorded in Deed Book 349, at Page 436.

All lots in RIVER GLEN Subdivision shall be subject to the following protective covenants, conditions and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any lot which is a part of the property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
2. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Lot" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property.
4. "Declarant" shall mean and refer to its successors and assigns.

ARTICLE II
USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area, (said signs must comply with HAMPSHIRE County ordinances relating to erection of signs), except for directional and information signs provided by the Declarant.
2. 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 minimum twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guest(s).

351
13

3. Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any lot. Temporary camping trailers may be placed on any lot, provided they are in compliance with HAMPSHIRE County and West Virginia laws concerning temporary camping. Temporary camping shall be for no more than four months at a time, and no more than six months per year, for the personal use of the owner and his immediate family.

4. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve (12) months.

5. Not more than one single family residence shall be erected on a lot. Residences shall contain a minimum of 1000 square feet. Said square foot minimum is of living area, excluding basement, garage, porch, carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction. No exterior siding of masonry block or cinderblock shall be permitted. Mobile homes are not permitted. This paragraph does not apply to existing structures on the property as of the date of the recordation of this instrument.

6. Each lot shall be used for residential/recreational purposes only, and any garage, barn, or guest house must conform generally in appearance and material with any dwelling on said lot.

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

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental use and the construction of accessory buildings connected with agriculture or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.

(c) Not more than one (1) head of livestock per three acres and one domesticated animal (excluding dogs and cats) per five acres shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Limited raising of poultry for personal use is permitted. Pets and domesticated animals must be fenced or otherwise prevented from roaming.

8. 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 Owner's lot. All lots improved or unimproved must be maintained by 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.

351
C 14

9. No building shall be erected closer than fifty (50) feet from and property line, with the exception that where two or three tracts are used together for the construction of one dwelling, then said fifty (50) foot setback shall apply only to the outside lines. However, where two or more lots are used together for construction of a dwellinghouse and where the fifty (50) foot setback rule is thus waived, the two or more lots which comprise the homestead shall thereafter be sold and conveyed as one unit, but voting and membership rights shall not be affected. This paragraph does not apply to structures existing prior to the recordation of this instrument.

10. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia State Health Department, HAMPSHIRE County Health Department, and any other governmental agency regulating the installation of sewage disposal systems.

11. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.

12. The Declarant reserves unto themselves, and their assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment, and water, gas and sewer lines, and the right to grant easements or rights-of-way therefore, over, on and under a strip of land twenty (20) feet wide along all property lines not serving as the centerline for rights-of-ways, and twenty (20) feet along all the rights-of-ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instrument duly recorded. Where the centerline of roadways or rights-of-ways serve as the property line of a lot, then the twenty (20) foot wide easement herein otherwise reserved, shall exclude any portion of the lot included in the roadways or rights-of-ways, and extend instead, across the remainder of the lot bounding on said roadways or rights-of-ways. 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.

13. Each lot owner shall have an unobstructed right-of-way and easement over and across the roads adjoining their property as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and any common facilities in the development. No part of any lot may be sold or used as a road or right-of-way to any land outside the Property without advance, written permission of Declarant. The lot owners of RIVER GLEN whose lots are serviced by the subdivision road adjoining their property shall be solely responsible for the maintenance of the subdivision roads.

14. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes is allowed.

351
0 15

15. If any Lot Owner shall violate any of the covenants herein, it shall be lawful for any other person, or persons or legal entities owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages for such violation. Failure to enforce any provisions herein contained shall in no way be deemed a waiver of the right to do so hereafter.

ARTICLE III GENERAL PROVISIONS

1. Declarant reserves the right to replat any unsold lots or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).

2. In the event state, local government, and utility companies, or Declarant, requires the installation of a public utility system with the area of which this subdivision is a part, the grantee or grantees, by the acceptance of a deed, so hereby agree to pay their proportionate share for the cost of erection, maintenance and operation thereof as determined by the above authority.

3. 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 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. Declarant reserves right to reasonably modify, change or waiver these covenants herein without the consent of any of the owners for a period of one year from date of the sale of the last lot by Declarant in RIVER GLEN.

351
06 16

ARTICLE IV

1. The covenants, restrictions and other provision of this Declaration shall run with and bind the land for a term of twenty-five (25) 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 during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the lot owners.

2. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter singular number includes the plural and the plural number includes the singular.

WITNESS THE FOLLOWING SIGNATURE AND SEAL of John E. Folds, President, Daeko International Ltd. who has caused this instrument to be executed and delivered this 14th day of FEBRUARY, 1994.

BY: John E. Folds
John E. Folds, President
Daeko International Ltd.

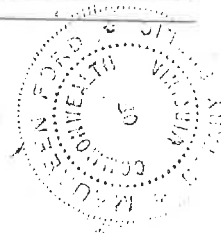
STATE OF WEST VIRGINIA
COUNTY OF FAIRFAX

TO-WIT:

The foregoing instrument was acknowledged before me this 14 day of FEB, 1994, by John E. Folds

My commission expires: 9-30-96

Maureen Ford
NOTARY Public



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

Be it remembered that on the 5th day of April, 1994, at 9:55 A 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. Zeller Clerk
County Commission, Hampshire County, W. Va.