

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, POTOMAC RIVER HILLS ASSOCIATES,
hereinafter referred to as "Declarant", does hereby impress these covenants conditions, and restrictions which shall run with the land, known as "Potomac River Hills", being the remainder of the real estate conveyed unto Homer L. and Nancy C. Feller, his wife, by Deed dated the 9th day of May, 1977, from William T. Milleson and Avery P. Milleson, His wife, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 223, at Page 1, said real estate containing 154.5 Acres, more or less, located at the end of County Route 5/8 and generally or previously known as "The Haas Farm."

- 1 Every owner of a lot which is subject to assesement shall be a member of the Potomac River Hills Property Owners Association. On or before May 30, 1986, the owners association shall be established with each owner of a lot (other than the developers) have one vote per lot owned. Said Association shall be governed by a majority of the lot owners who shall elect a Board of Directors consisting of three to five members. Said Board shall, among themselves in caucus, elect officers.
- 2 The Declarant shall assess initially, for each lot, \$50.00 for the use, upkeep and maintenance of the roads and facilities in Potomac River Hills. Said roads are constructed, or are to be constructed of natural dirt, rock and shale of a width sufficient - at most points - for automobiles to pass. Said assesement may be used only for maintenance of said roads, including snow removal, physical security devices such as gates and locks, and maintenance of the common riverfront recreation area located at the end of Potomac Drive.
- 3 Any assesement made pursuant to this maintenance fee recited above, including a late fee of \$5.00, interest at the rate of 12% per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on subject lot(s) until paid. The Association may assess \$50.00 per lot, per annum for maintenance beginning May, 1986, but said fee may not be increased by more than the annual percentage increase (if any) of the Cost of Living Index (urban) as published by The United States Department of Interior, Bureau of Standards.
- 4 In exchange for Declarant's agreement to maintain said roadways and common area until May 30, 1986, irrespective of the number of lots sold to that date, The Declarant shall be forever exempt from the payment of any annual assesement of whatever kind or nature as to all lots now owned or hereafter acquired.
- 5 If any one owner owns two or more adjoining lots, only one assesement shall be payable so long as two or more adjoining lots are so owned, and only one house is built by said owner of said lots. If any of said lots is thereafter sold or conveyed or improved by an additional dwelling, it shall be subject to separate assesement. If any lot is late subdivided and sold the new owner shall automatically become a member of the Association and subject to assesement.
- 6 No signs or advertising of any nature shall be erected or maintained on any lot except for directional or informational signs of the Declarant.
- 7 Any resubdivisions shall be in conformity with Hampshire County, West Virginia, regulations including septic tank suitability. No lot, however shall be permitted under one acre in size.
- 8 No owner of any lot shall interfere with the natural drainage of surface water to the detriment of any other lot(s). Further, in the construction of any driveway into any lot, a properly sized steel culvert shall be used to alleviate blockage of storm water run-off. No parking is permitted upon subdivision roads and owners are required to provide adequate parking for themselves and their guests.
- 9 In order to facilitate maximum privacy and security, the Association shall erect locked gates at the three locations shown on the plat and lot owners requiring access through the gates to get to their lot shall be provided keys or combination to the lock.

10 No unsightly conditions shall be allowed to exist on any lot including junk or abandoned vehicles, watercraft, building supplies or other conditions deemed inappropriate by a majority of the membership of the Association. Residential construction shall be completed - on the exterior - within one year from commencement of construction. Single-wide mobile homes shall not be permitted to front upon the following streets within the subdivision: SOUTH BRANCH ROAD, HIGH MOUNTAIN ROAD, RIVER TURN, POTOMAC DRIVE and RIVER ROAD (with the exception of lots # 1 and 2). Where lots front any of the above named roads and another road in the subdivision not named above, a single-wide mobile home may be placed upon such lot, so long as it fronts the road not named above. This paragraph shall not be construed to prohibit the erection of a double-wide mobile home upon any lot, nor to prohibit other legal uses of said real estate such as camping with tent, camping trailer, travel trailer or motorhome. No camping trailer, travel trailer nor motor home, however, shall be permanently affixed to the real estate for the purpose of residential occupancy longer than ninety continuous days annually. Further, no such recreational vehicle may be connected to running water or septic tank. Converted buses may not be used as a recreational camping vehicle.

11 No building of a temporary nature shall be erected or placed upon any lot except in connection with building operations, and, in such case, for a period not to exceed 1 year.

12 Not more than one single-family residence shall be constructed on any lot. Residences shall contain not less than 320 square feet including deck or porch, but excluding basement, garage, carport, overhang or out-building. Lots are for residential purposes only and no business or occupation is permitted other than gardens or non-objectionable animal husbandry with the permission of the Board of Directors of the Association.

13 Each 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 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.

14 No building shall be erected or placed closer than twenty-five feet from any lot line except where two or more tracts are owned and used together, the interior line shall be exempt from this restriction.

15 All sanitation facilities constructed on any lot, including but not limited to septic tanks, holding tanks, out-houses or other forms of waste disposal shall be constructed in accordance with the regulations and approval of the West Virginia Hampshire County Health Department. The Declarant warrants approval on each and every lot within the subdivision of an approved method of sanitary waste disposal for single-family residence containing not more than two bedrooms. This guarantee shall be in effect for twenty-four months from the date of purchase from the declarant on a full money back basis.

16 All garbage and trash shall be stored in sanitary containers and along with fuel storage tanks, garden equipment, supplies and materials, kept from view of the public.

17 In the event that conditions do not comply with all of the above paragraphs, the Board of Directors, by a 2/3 majority vote, and upon fifteen days written notice to the offending owner, may enter upon the real estate of subject owner through its agents or employees and correct said violation, including the mowing of grass over 24 inches high, or any repair or maintenance. Such action shall not be considered a trespass, and the actual cost of same when performed by the Association, shall be added to and become part of the assesment to which such lot(s) is subject.

18 The Declarant reserves unto themselves or assigns easements for the installation of electric lines, poles, conduit, guy wires etc., along all roadways for a distance of twenty-five feet deep along the front of each lot. Where lots front two or more roads all road frontage is considered "front" for the purpose of this paragraph. In addition, other easements of record are hereby reserved.

19 Each lot owner shall have the right of ingress and egress to and from his lot over the roads shown on the plat and access to the common area at the end of Potomac Drive. Said common area is hereby dedicated to the full use and enjoyment of the Property Owners and their guests. Homer and Nancy Feller, prior owners of the land now called "Potomac River Hills", their heirs and assigns, reserve the right of common usage over the subdivision roads for the purpose of ingress and egress to the common recreational area shown on the plat. Such common usage for recreational purposes shall be unlimited as to the number of future assigns so long as any and all such future assigns pay to the Association their fair share for road burden and upkeep of the common area and common facilities, if any. In addition, Homer and Nancy Feller, their heirs and assigns, retain a thirty foot easement along bearing S40-30-00E a distance of 2,151.65 feet and a right-of-way over roads in the subdivision for the purpose of laying irrigation lines over, under or along said roadways to accommodate and facilitate irrigation of their orchard lands during dry weather. Access to and use of the common recreational area

- 20 Reasonable cutting of wood for personal use or clearing for residential purposes is allowed. However no cutting of timber for commercial purpose or clear cutting is permitted.
- 21 The use of any motorcycle, dirt bike, all-terrain vehicles or motor vehicle of any kind without proper noise abatement (muffler) equipment is not allowed.
- 22 If any lot owner shall violate any of these covenants, it shall be lawful for any other person or persons owning any real estate situated in the 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.
- 23 The Board of Directors of the Association may, from time-to-time, promulgate rules necessary for the safe use and enjoyment of the common area and regulations regarding maintenance, health, safety and security in general. Such rules and regulations become effective upon written notice to all property owners at their last known (permanent) address. The Association, by a vote of two-thirds of its members (present and voting or by mail ballot) may make additional covenants and restrictions or change modify and amend these covenants except that paragraphs numbered 3, 4, 8, 10, 15, 19 and 20 may not be amended, changed or modified.
- 24 The property is currently subject to an oil and gas lease dated November 3, 1977, and of record in the Clerk's Office of the County Commission of Hampshire County, Deed Book 223, page 356 with B. G. Carve and assigned to Amoco Oil Company at Deed Book 236, page 764. Even though no gas or oil has been found, and it is assumed none exists in sufficient quantity to be commercially feasible; the Declarant hereby assigns his rights under said lease as follows: All delay rental income, if any, is hereby assigned to the property owners Association to be deposited in the road maintenance fund. Any royalties or other compensation derived from actual production shall be payable to the record or contract owner of any such lot in accordance with the laws of West Va.
- 25 SPECIAL CAUTION TO PROSPECTIVE OWNERS OF LOTS 1 THROUGH 16, INCLUSIVE: All rivers flood from time to time. Owners of these lots are cautioned to consult an engineer prior to construction of a residence or any other improvement to the property. It is recommended that special building techniques and precautions be adopted in construction such as building on pile-ons rather than normal foundation, etc. Notwithstanding flooding consideration, the Declarants warranty regarding sewage disposal (para # 14) is not effected. The area along the South Branch of the Potomac River at Potomac River Hills Subdivision has not been designated as a special flood hazard area and hence no reduced rate Federal Flood Insurance is available.
- 26 These covenants shall run with and bind the land for twenty years, after which they shall automatically be renewed and extended for successive periods of ten years.
- 27 Invalidation of any of these covenants by judgement or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect. Whenever in these covenants the context so required, the masculine gender includes the feminine and neuter, singular number includes the plurel and the plurel number includes the singular.

THESE COVENANTS CONTAIN 27 (twenty-seven) PARAGRAPHS ON 3 (three) PAGES

Witness the following signature and seal this the 26th day of August, 1985.

[Signature] (SEAL)
 POTOMAC RIVER HILLS ASSOCIATES

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, TO WIT:

The foregoing and annexed writing was acknowledged before *[Signature]* Public Notary, Price, as General Partner for Potomac River Hills Associates, this 26th day of August, 1985.

Given under my hand this 26th day of August, 1985.
My commission expires: May 26, 1991

[Signature]
 NOTARY PUBLIC
Martinucci
 General Partner

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

It is remembered that on the 18th day of October, 1985, at 11:09 A.M., this *Deed* 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. Feller* Clerk
County Commission, Hampshire County, W. Va.