

(Fee Book #645)

PROTECTIVE COVENANTS

FOR

POTOMAC VALLEY VISTA

MORGAN COUNTY, WEST VIRGINIA

1. The Grantor may assess initially, for each lot, up to Fifty (\$50.00) Dollars per year, per lot, for the maintenance, use and upkeep of the rights-of-way within all sections of said Potomac Valley Vista and such other common facilities as the said Grantor may provide therein, subject to any increase as provided hereinafter. Any assessment made pursuant to this paragraph, including late fee of Five (\$5.00) Dollars, interest at the rate of twelve (12%) percent per annum from the date of delinquency and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid and all grantees do bind themselves, their heirs and successors in title to this lien and to the covenants herein written. This lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. Sweetwater Farms, Inc. assumes the responsibility for the collection of the monies due under this lien assessment and for the maintenance of the roads, rights-of-way and common areas until January 31, 1983, or until all the property has been sold, whichever is first. At that time the rights and responsibilities as created by this Declaration of Protective Covenants will be delegated by the Grantors to a committee of property owners who shall assume the full responsibility for collection of the lien and the maintenance of the roads, rights-of-way and common areas. This committee shall be known as the "Potomac Valley Vista Property Owners' Association" and each property owner of record of Potomac Valley Vista shall have the privilege of becoming a member of this association without the payment of any additional monies except for the lien hereinbefore mentioned. The fee may not be raised by more than ten (10%) percent per year without the written affirmative vote of at least sixty-six and two-thirds (66 2/3%) percent of the property owners entitled to vote. No property owner who is in default on the payment of the annual assessment lien as of May 1st of any year shall be entitled to vote. The payment of said assessment and levy shall initiate on or before the thirty-first day of January next following the purchase of any parcel in the Potomac Valley Vista Subdivision and on or before the thirty-first day of January of each year thereafter. In the event of a resale of one or more parcels in said subdivision, the obligation to pay said Fifty (\$50.00) Dollar assessment or any increase thereof shall become the obligation of the new owner(s).
2. The Grantor reserves unto himself, his heirs or assigns, the right to grant easements for installation and maintenance of public utilities between the property lines and the building restriction lines of all lots, in addition to easements reserved by any other instrument duly recorded.
3. No signs, billboards, or any advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional, street and information signs of Grantor.
4. No lot in said subdivision may be resubdivided by the purchaser, his heirs, successors and assigns into more than two (2) lots. The minimum size for each lot subdivided, including the lot retained by the owner, shall not be less than five (5) acres.
5. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building construction operations; and in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 6 below.

Mail () 10/5/1981 Sweetwater Farm, Inc. 1679 Mountain Road, Mercersburg, Pa 17236

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6. All sewage disposal systems constructed on said lots shall conform to the requirements of the appropriate Town, County, and West Virginia Department of Environmental Resources regulations. Free standing toilets are also subject to the aforementioned requirements and shall be placed in a secluded area whenever possible. No building shall be constructed on any lot until a sewage disposal permit has been obtained from the Local Sewage Enforcement Officer.
7. No building shall be erected closer than sixty (60') feet to any street or road nor closer than twenty-five (25') feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said twenty-five (25') foot set-back shall apply to outside side and rear lines.
8. Minimum size of any residence constructed shall contain at least 480 square feet on the main floor. This shall not include basement garage, porch or carport. All exterior constructions must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the Grantor may be sold or used as a road or as a right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the Grantor.
9. All said lots and parcels shall be used for recreational and/or residential purposes only; all garages, barns and other buildings shall be similar in material and general appearance with the other structures on said lot.
10. House trailers are strictly prohibited, except for the use of camping trailers, not in excess of thirty (30) feet in length. Camping trailers in accordance with this covenant may not be used as permanent housing, nor shall any such trailer be allowed to remain on any lot for a period in excess of four (4) months.
11. Twelve (12") inch diameter culverts must be used in all driveways leading from main subdivision roads.
12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.
13. No unlicensed drivers allowed to drive on roads of rights-of-way.
14. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons 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 covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.
15. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.
16. Invalidation of any of these covenants by judgment or Court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sweetwater Farm, Inc. being the Declarant herein, has caused this declaration to be signed by its President.

SWEETWATER FARM, INC.

(PLACE OF CORPORATE SEAL)

By: Marjorie I. Palmer (SEAL)
Marjorie I. Palmer, President

State of West Virginia
COMMONWEALTH OF West Virginia
COUNTY OF Morgan

I, Lewis L. Moore, a Notary Public, of the County and State aforesaid, do hereby certify that Marjorie I. Palmer, whose name is signed to the writing above, as President of Sweetwater Farm, Inc., a corporation, has on this, the 8th day of September, 1981, acknowledged that the said writing before me to be the act and deed of said corporation.

County Court
Morgan County, West Virginia
Sept. 18, 1981
The foregoing writing, was this day presented in said office and thereupon admitted to record.

Lewis L. Moore (NOTARIAL SEAL)
Notary Public