

LAKE FERNDALE

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HAMPSHIRE COUNTY, WEST VIRGINIA**AMENDED DECLARATION OF PROTECTIVE COVENANTS**

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land, and these protective covenants supersede and replace those protective covenants dated April 30, 1976, of record in the Office of the Clerk of the County Court of Hampshire County, in Deed Book 216, Page 66.

- (1) The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights-of-way shown on the attached plat or plan.
- (2) The grantor may assess each lot owner a sum not to exceed Twenty-five (\$25.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said \$25.00 assessment shall become the obligation of the new property owner(s).
- (3) The grantor reserves unto himself, his heirs or assigns, 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, therefore, with the right to ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15') feet wide at any point along the side, rear or front line of any of said lots.
- (4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building 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 9 below.
- (5) Minimum size of any residence constructed shall contain at least four hundred eighty (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.
- (6) All of said lots shall be used for recreational or residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.
- (7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.
- (8) No building shall be erected closer than seventy-five (75') feet to any

and in such cases, for a period not to exceed ~~three~~ ^{two} years, prohibit the erection of a toilet complying with provisions of paragraph 010

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(8) No building shall be erected closer than seventy-five (75') 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 lines.

(9) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department, and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic tank permit has been obtained from the State Department of Health.

(10) No lot in said subdivision may be resubdivided into more than two (2) lots. The minimum size of each lot subdivided, including the lot retained by the owner, shall not be less than five (5) acres. The State Department of Health may not issue septic tank permits on resubdivisions.

- (11) The use of trailers within said subdivision is unauthorized, except for the use of temporary camping trailers. Camping trailers may not exceed thirty (30) feet in length. This covenant shall not be construed to permit the use of a camping trailer as permanent housing; no such camping trailer or camper shall be permitted to remain on any lot for a period to exceed four (4) months.
- (12) Twelve (12") inch diameter culverts must be used in all driveways leading from main subdivision roads.
- (13) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.
- (14) The use of motor boats on the lake is prohibited.
- (15) Duck hunting is prohibited on or around lake.
- (16) A twenty-five (25') foot right-of-way around the lake is for walking purposes, only.
- (17) A designated area of the beach will belong to and be maintained by the Land Owners' Association.
- (18) The dam will be maintained by the Land Owners' Association.
- (19) Swimming, boating and fishing rights on beach and lake area will be to all land owners in the subdivision and their guests. However, land owners and guests will swim, boat and fish at their own risk.
- (20) 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.
- (21) 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 any 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.
- (22) Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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Retyped from the original August 19, 2000

Ferndale Lake Land Owners Association