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Version

Rel: Thompson & Weatherholt 6-11-01/5:50

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**AMENDMENTS TO THE PROTECTIVE COVENANTS
OF
CACAPON RIVER RECREATION AREA**

WHEREAS, the Cacapon River Recreation Area was conveyed unto Edward E. Noble by deed dated July 20, 1987, and duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No, 294, at Page 290, and

WHEREAS, Lots No. 63, 64, 65, 66, 67, 83, 84, 85, 86 and 87 of the said Cacapon River Recreation Area are subject to the "Protective Covenants of Cacapon River Recreation Area," a copy of which is attached hereto and by reference made a part hereof, marked for identification purposes as "Schedule A," and

WHEREAS, the said Edward E. Noble, owner and developer of Cacapon River Recreation Area desires to create and impose certain additional restrictive covenants upon Lots No. 63, 64, 65, 66, 67, 83, 84, 85, 86 and 87 of said Cacapon River Recreation Area.

1. RESTRICTIONS ON LOTS:

A. All of the above described lots in said Subdivision as shown on the referenced plat shall be used for residential purposes only, and no structure shall ever, be erected, constructed, placed or permitted to remain on any of said lots other than one single family dwelling, together with such other private appurtenant structures as shall be constructed and erected for the pleasure and convenience of the occupants of said single family dwelling.

B. No trailer, modular home, tent, shack, or other out building shall at anytime be used as a residence, nor shall same be placed or erected on said property, nor shall any structure of a temporary nature be used as a residence, either

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temporarily or permanently, on any of said lots; or may a "shell" home be erected on any lot,

C. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, garbage and/or other waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed or shall be so placed and kept as not to be visible from any roadway within the subdivision at anytime except when refuse is being removed from the premises.

D. None of said lots shall ever be used for the storage of junk or wrecked automobiles.

E. The exterior of all structures built on any of said lots must be completed within one (1) year after the construction of same shall have commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency or natural calamities.

F. No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the building on any of said lots except during the one year construction period (during actual construction).

G. No lot shall ever be subdivided without the prior written consent of Edward E. Noble, his successors or assigns.

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2. COVENANTS RUN WITH LAND.

A. The aforesaid additional restrictive covenants and easement reservations are made to run with the land, and shall be binding on all parties and all persons claiming under them in perpetuity.

3. REMEDIES.

If any person violates, or attempts to violate, any of the additional covenants as set forth herein, or the covenants or restrictions as set forth in the attached "Protective Covenants of Cacapon River Recreation Area," identified as "Schedule A", it shall be lawful for Edward E. Noble, his successors or assigns, any owner or owners of any lot in said Cacapon River Recreation Area, and the owner or owners of any part of the Manor Farms that lie within 200 feet of the west side of the Cacapon River to prosecute any proceeding 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 for such violation.

4. EDWARD E. NOBLE NOT LIABLE.

Edward E. Noble shall not be liable to any persons whomsoever for any violations of these restrictions. The initiation of the enforcement action from time to time by Edward E. Noble of the above restrictions will be for Edward E. Noble's sole benefit and control and Edward E. Noble specifically disavows any obligations, implied or otherwise, to maintain or enforce these restrictions.

6. SEVERABILITY.

Invalidation of any one of these covenants by judgment, or by court order, shall in no wise effect any of the other provisions or covenants, all of which shall remain in full force and effect. The "Protective Covenants of Cacapon River Recreation Area," identified as "Schedule A," shall remain in full force and effect.

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WITNESS the following signature and seal:

Edward E. Noble (SEAL)
EDWARD E. NOBLE

STATE OF GEORGIA,

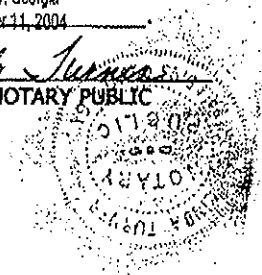
COUNTY OF FULTON, TO WIT:

The foregoing Instrument was acknowledged before me this day of

June, 2001, by Edward E. Noble.

My commission expires: Notary Public, Paulding County, Georgia
My Commission Expires October 11, 2004

Linda Turner
NOTARY PUBLIC



THIS INSTRUMENT
WAS PREPARED BY:

LOUDOUN L. THOMPSON
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