

mailed: Rio Hill Property Owners 2-13-01  
P.O. Box 42  
Rio, WY

RIO HILL ESTATES 67212

1st Amended

DECLARATION OF PROTECTIVE COVENANTS

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This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The grantor hereby grants and conveys to the property owners, for their private use forever, all the roads and right-of-ways on the attached plat or plan.

(2) The grantor may assess the owners of all tracts a sum not to exceed Seventy-Five Dollars (\$75.00) per year, per deeded tract, for the use, upkeep, and maintenance of the private roads providing ingress, egress and regress to said tracts. Removal of snow after 8" accumulation is to be included in the cost of Road Maintenance. Snowfall amounts of less than 8" must be dealt with by the individual property owners. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners, elected by the owners of the above specified tracts, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid and payment of said assessment and levy shall be payable on or before the 31st day of January 2001, and on or before the 31st day of January each year thereafter. Where more than one tract is owned by a party or parties, in the event of a resale of one or more said tracts, then the obligation to pay the said Seventy-Five Dollars (\$75.00) assessment shall become the obligation of the new owner(s).

(3) The grantor reserves unto itself, its successors 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 right-of-ways therefor, with the right of 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 lines of any said lots, or within Forty (40) feet from the center of any road right-of-way.

(4) All of said tracts shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said tract.

(5) 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.

(6) Sewerage and waste systems, as well as any toilets constructed on said tracts, shall conform to the regulations of the appropriate County and State Health regulations.

(7) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

(8) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said tracts.

(9) No Lot or Tract in said Subdivision may be re-subdivided.

(10) No building shall be erected closer than Fifteen (15) feet from any bordering or back line, or closer than Forty (40) feet from center of any road right-of-way.

(11) 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 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(s).

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RIO HILL  
DECLARATION OF PROTECTIVE COVENANTS (Cont'd.)

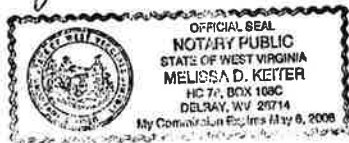
(12) Invalidation of any one of these covenants by judgement or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect

*Anita L. Mozer*

Anita L. Mozer, President  
Rio Hills Property Owners Association

State of West Virginia  
County of Hampshire

The foregoing instrument was acknowledged  
before me this 5<sup>th</sup> day of February 2001  
by Anita L. Mozer.



*Melissa D. Keiter*

My Comm Exp: May 6, 2008

Instrumented by Anita L. Mozer, President  
May 20, 2000