

PROTECTIVE COVENANTS

704

CACAPON MOUNTAIN RETREAT

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of, shall be subject to the following protective covenants, which covenants are to run with the land:

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in Cacapon Mountain Retreat, the existing 40 foot wide roadway running throughout said subdivision, for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said subdivision. The grantor, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.
2. The grantor may assess each tract owner of Cacapon Mountain Retreat Subdivision a sum not to exceed Sixty Dollars (\$60.00) per year, per tract, for the use, upkeep and maintenance of the roadways situate in said subdivision, now constructed or to be constructed and within all sections of said subdivision, and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract 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 tract 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 tract, and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners. This assessment does not apply to tracts owned by grantor.
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 rights of way therefor, with the right of ingress and egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide on either side of the aforesaid 40 foot wide roadway, property lines and within building restriction lines of any or all lots.
4. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph No. 9 below, nor shall it prohibit the tract owners from camping on their real estate.
5. Minimum size of any residence constructed in said subdivision shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.
6. All of the tracts in this subdivision shall be used for residential, recreational and/or farming purposes only, and any garage or barn constructed on any of the tracts in said subdivision must conform generally in appearance and material with any dwelling on the said tracts.
7. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision, nor upon any building erected thereon except directional and information signs of the

grantor.

705

8. Grantor reserves the right to replat any Lot or Lots prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent grantor from imposing additional covenants or restrictions on any lot not already conveyed by it. Any lot in said subdivision may be re-subdivided by the Purchaser, his heirs, successors and/or assigns as long as the minimum size of each lot subdivided shall not be less than five (5) acres. However, notwithstanding any of the foregoing, the grantor expressly reserves the right to re-subdivide any lot not already conveyed by it, provided, however, that the minimum size of any lot shall be two (2) acres.
9. In the event state, local government, and utility, cooperative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of the Deed, do hereby agree to pay their proportionate share for the cost and expense of the construction, maintenance and operation thereof, as the same cost is to be determined by the appropriate authority.
10. All toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and be placed in a secluded area whenever possible. No building shall be constructed on any tract until a septic tank permit has been obtained from the State Health Department.
11. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.
12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.
13. A park area, consisting of field, stocked (if possible) pond, and swimming hole has been set aside for the pleasure and use of all tract owners. Said area to be maintained by tract owners.
14. If the parties hereto, or any of them, or their heirs, successors 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 situate in said subdivision to institute 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 for such violation.
15. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision, and no recreational riding of motorcycles shall be allowed on the roadways in said subdivision, however, this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.
16. Invalidation of any one 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.
17. No hunting or discharging of firearms shall be allowed within 150 yards of any cabin or improvement in the subdivision.
18. No noxious or offensive trade or activity shall be carried on upon any tract or right of way and the use of any motorcycle or motor vehicle without

proper noise abatement equipment is prohibited within the subdivision.

19. No more than one (1) family dwelling shall be constructed on the tracts in this subdivision. However, this shall not prohibit the tract owners from constructing one (1) additional guest house, provided that said guest house is not used for commercial purposes, it being the intent of this restrictive covenant to prevent all tract owners from constructing dwellings on the tracts in this subdivision for commercial purposes.

20. When fifty percent (50%) of the tracts or parcels have been sold, a property owners association shall be formed by the property owners whose function it will be to collect the maintenance fees, maintain the roads and common areas of the subdivision and enforce the deed covenants. By majority vote of the members of this association, the said covenants may be amended, modified or changed in accordance with state law concerning such associations.

**CACAPON MOUNTAIN RETREAT  
PROPERTY OWNERS ASSOCIATION  
P.O. Box 9 Stanesville, WV 25444**

**August 13, 2003**

*My name is Don Smith and I am the Treasurer of the Cacapon Mountain Retreat Property Owners Association. The purpose of this letter is to inform you that effective 1/1/04, the annual maintenance fees for each lot in our Retreat will increase from \$60.00 to \$100.00 per year. You will need to know this in dealing with prospective buyers of lots in our Retreat.*

*Additionally, the publicized "swimming hole" in the little Cacapon River has had some changes made that you should be aware of. The original 5 foot right of way along several river front properties that allowed access to the "swimming hole" no longer exists. Bank erosion over the years has eliminated this right of way. Those property owners through whom the right of way existed have now posted NO TRESPASS and I am told they will enforce it. Our attorney has advised us that they are on firm legal ground. I suggest that you don't use the "swimming hole" as a sales pitch as it will only be a source of contention.*

*If you have any questions or comments, please don't hesitate to contact me. Thanks in advance for your cooperation.*

Don Smith



Treasurer  
CMRPOA

ROBERT E GRIBBIN  
PO BOX 9  
SLANESVILLE, WV 25444-0009

Cacapon Mountain Retreat  
Protective Covenants, revised as of January 2015"

This document applies to real estate in the subdivision known as Cacapon Mountain Retreat, hereinafter called "The SUBDIVISION." Units of the subdivision held by various owners are called "TRACTS" in this document. The term "OWNER" shall mean any person or persons who hold a deed to one or more tracts. The real estate conveyed by the deed to which these protective covenants are attached and made a part of shall be subject to the following Protective Covenants which permanently apply to the land and are binding on any future Owner.

1. Any Owner of a tract in the subdivision has the perpetual right to use, in common with other owners, the three existing 40 foot wide roadways, hereinafter called "the roadways" which are within the limits of the subdivision for the purposes of ingress to and egress from the tracts and property held in common. As a collective security measurement a gate has been erected at the entrance of the common park, each owner will be issued a combination to this lock for access. Owners are obligated to keep that gate locked.
2. The Cacapon Mountain Retreat Property Owners Association, Inc. hereinafter called "the association" shall assess each owner annual dues of \$150.00 per tract per year for the maintenance of the roadways, maintenance of other facilities and grounds within the subdivision and the day-to-day expenses of the Association. The amount of the dues may be changed by majority vote of owners (who are in attendance or who are represented by written proxies) during the annual meeting of the association. It is understood that an owner shall be entitled to one vote for each tract he/she may own. It is requested that the dues be paid on or before the 31st day of January each year. Any dues not paid by the 30 day of June each year will subject the owner to a \$10.00 per month late fee per tract in arrears. When a tract is sold, the obligation to pay the annual dues shall become the obligation of the new owner.
3. The association has 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 of ingress or egress for the purpose of erection and maintenance on, over or under a strip of land 10 feet wide on either side of the roadways, along property lines and within building lines of any or all tracts.
4. No structure of a temporary nature (house trailer, camper, tent, travel trailer, mobile home, recreational vehicle, bus, etc.) shall be used as a dwelling on any tract except during the construction of a permanent dwelling, the period not to exceed 365 days. This period of time may be extended with the approval of the association's board or directors. This shall not prohibit the erection of a toilet complying with the provisions of paragraph no. 11 below.
5. Owners and members of their families may camp on their owned tracts, but following each period of camping, all vehicles, campers, tents, trailers etc. must be removed from the tract. For the purpose of clarity, "period of camping" shall mean any span of time during which the campers spend every night on the tract. Once a permanent home is erected on a tract, licensed vehicles may be parked on the premises.
6. Any residence constructed in the subdivision shall contain at least 480 square feet of living space on the main floor. This shall not include basement, garage, porch or carport. Plans for all new residences must be presented to the board of directors for their review to ensure that they meet the minimum requirements of square footage and so that the board of directors can review with the tract owner all requirements stipulated in the covenants. All exterior construction must be completed and close in within 12 months of the commencement of construction unless the board of directors grants an extension.
7. All tracts shall be used for residential, recreational and/or farming purposes only. Any garage or barn constructed on any tract must conform generally in appearance and material with any dwelling on the tract.
8. No commercial signs, billboards or advertising of any nature shall be erected, placed or maintained on any of the tracts. The association may erect identification signs on any of the four entrances to the subdivision

and may renew "POSTED" signs as needed.

9. No tract may be subdivided by the owner, his heirs, successors or assigns resulting in any tract containing less than 5 acres.

10. In the event a governmental body with proper jurisdiction requires the installation of a public utility system within the area of which the subdivision is a part, the owner of each tract must pay his/her proportionate share for the cost and expense of the construction, maintenance and operation thereof. Such proportionate share shall mean one share per tract.

11. Any toilet constructed on any tract of the subdivision shall conform to regulations of Hampshire County and/or the State of West Virginia which may be in force at the time of such construction. If possible, such facilities should be located in a secluded part of the tract. No building shall be constructed on any tract until a septic tank permit has been obtained from Hampshire County.

12. No driveway leading from any of the roadways may be constructed in such a manner as to impede the function of the roadway drainage ditches. Any driveway crossing a roadway drainage ditch must include a culvert of no less than twelve (12) inches in diameter installed in such fashion as to allow adequate water flow along the road drainage ditch. Each tract owner shall be responsible for keeping the culvert free from debris so as to allow free water flow. The board of directors of the association may grant a waiver of this requirement for those situations where the configuration of the land is such that a culvert is not required to allow both passage of vehicles from the roadway to the driveway and the adequate flow of water along the ditch. Any driveway constructed to lead from any roadway shall have a gravel base.

13. No unregistered vehicles may be left, stored or abandoned on any tract unless it is in a closed garage. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon any tract except as essential for the building or private road construction. Erosion of the soil shall be prevented by all reasonable means.

14. Dirt bikes (two (2) wheeled motorcycles designed for off-road use) riding within the subdivision or on any of its tracts are STRICTLY PROHIBITED. The intent here is to rule out the recreational use of such vehicles which are considered a nuisance to all the other owners.

15. No hunting or discharge of firearms shall be allowed within 150 yards of any structure or the roadways in the subdivision.

16. No noxious or offensive trade or activity shall be carried on upon any tract or right of way and the use of any motorized vehicle without proper noise abatement equipment is prohibited within the subdivision.

17. No more than one single-family dwelling may be constructed on any one tract, except owners are permitted to construct one guesthouse for occupancy by members of the owner's family or his non-paying guests. Under no circumstances are any of the tracts to be used for the purpose of conducting business with the general public. This also strictly prohibits the renting of dwellings to tenants or seasonal guests.

18. Invalidation of any part of these Protective Covenants by statute, judgment or court order shall in no way invalidate any of the other provisions, which shall remain in full force and effect.

19. The association has been formed as prescribed by item 20 of the original Protective Covenants of the Subdivision and is governed by formal By-laws. All owners by virtue of tract ownership are members of the association and subject to compliance of the above listed covenants. The functions of the association are to collect the annual road maintenance fees, maintain the roadways and common areas of the subdivision and enforce these Protective Covenants. By majority vote of the owners, these protective covenants may be amended, modified or changed in accordance with state law covering such association. It is understood that an owner shall be entitled to one vote for each tract that he/she may

own.

Certified correct, Robert E. Gribbin, President, Cacapon Mountain Retreat Property Owners Association.

Robert E. Gribbin

Sandra J Lipscomb

April 18, 2021

Prepared by Robert E. Gribbin  
CMR P.O. Box 9  
Stoneville, WV

25444

Eric W Strife  
HAMPSHIRE County 10:05:52 AM  
Instrument No 163285  
Date Recorded 03/13/2015  
Document Type CMR  
Pages Recorded 3  
Book-Page 526-685  
Recording Fee \$5.00  
Additional \$6.00