

Cacapon Hills Declaration of Covenants Conditions and Restrictions

Cacapon Hills Homeowners Association Bylaws And Articles of Incorporation

**Cacapon Hills Bylaws 2023
Last update: October 4, 2023**

Article I Definitions

- (a) "Declaration" shall mean the covenants, conditions, and restrictions and all other provisions set forth in this entire document, as it may from time to time be amended.
- (b) "Association" and "Homeowners Association" shall mean Cacapon Hills Homeowners Association, Inc., a West Virginia corporation, its successors and assigns.
- (c) "The Properties" shall mean all real property subject to the Declaration as set forth in Article II Section 1, and all the real property as may from time to time be annexed thereto under the provisions.
- (d) "Lot" shall mean any plot owner, of land shown upon any recorded subdivision plat of the Properties, as such plat may from time to time be amended, with the exception of the "Common Properties."
- (e) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of any obligations.

Article II Properties Subject to this Declaration

Section 1. **Existing Property.** The real estate which shall be held, conveyed and occupied subject to this Declaration is located in Bloomery District, Hampshire County, West Virginia and is described as Lots Number 1 through 47 of the Cacapon Hills Subdivision according to a plat dated May 09, 1967 prepared by W. Thomas Biggert, a copy of which plat is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in the Plat Book 1, at Page 39.

Article III Membership and Voting Rights

Section 1. **Members.** every Owner of a Lot which is subject to the declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

Section 2. **Acceptance.** Each Owner, in accepting a deed for any Lot, agrees to accept membership in the Association, to abide by the articles of incorporation and bylaws of the Association, as amended from time to time, and to comply with the decisions of the Association's board of directors.

Section 3. **Voting Rights.** Homeowner Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each Lot shall be exercised as all of the owners of that Lot shall among themselves determine, but in no event shall more than one vote be cast with respect to any lot. All lot owners are entitled to a list of HOA members.

NO OWNER WHO IS DELINQUENT IN THE PAYMENT OF ANNUAL ASSESSMENT SHALL BE ENTITLED TO VOTE.

Section 4. **Establishment of Annual Assessment Rate.** The Board of Directors of the Association may, after consideration of current operation and maintenance costs, and future needs of the Association, fix the amount of the annual assessment. The amount of the annual assessment shall be charged in equal proportions against each Lot. However, the annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed the maximum amounts identified as adjusted pursuant to Article 1 of Chapter 36B Section 114, and 36B-1-203 of the West Virginia Code. The annual assessment as of January 01, 2021 is \$75.00 per lot.

Section 5. **Creation of Lien.** Any assessment made pursuant to this article, plus a late fee of Five Dollars (\$5.00) and interest at the rate of ten (10) percent per annum from the date of delinquency and reasonable attorney fees incurred in the collection thereof, shall constitute a lien of the Lot until paid in full.

Section 6. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of all the residents in the Properties, including but not limited to, for the operation, improvement of the Common Areas, including roads, gates and river access, and payment of insurance premiums to provide property, general liability, and directors and officers liability insurance coverage of at least \$1,000,000 in regard to the Association and the Common Properties (roads) and for financial liabilities.

Section 7. **Date of Commencement Assessment Due Date.** The annual assessment as to any Lot shall commence on January 1st of each year and prorated for the portion of that year from new owners. Therefore, the annual assessment is due and payable on the first day of January of each year and shall be considered delinquent if not paid by March 1 of each year.

Article IV

Restrictions and Protective Covenants

Section 1. **Residential and Recreational Use.** Except as hereafter specifically provided, all Lots in Cacapon Hills Subdivision shall be known and designated as a single-family Lots,

- a. or purposes incidental or accessory thereto, including a guest apartment or guest house, which may be rented when not otherwise occupied; provided however, that no residential dwelling, including a guest apartment or guest house, shall be rented to others for a period of less than 30 days. Current lot owners actively engaged in the rental to others for less than 30 days as of September 16, 2023, (Lots 1 and 41) shall be exempted by the Board of Directors from this restriction as to the lot(s) so being used; provided such exemption shall expire upon the sale or transfer of ownership of the subject lot(s). (Amended October, 2023)

Section 2. **Restrictions Against Subdividing.** After sale and transfer of a Lot by the Owner to another party, that Lot may not be further subdivided.

Section 3. **Nuisances.** It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds upon any Lot which shall tend to decrease the beauty of the community.

- (a) No junk trucks, unregistered motor vehicles or inoperative motor vehicles shall be permitted on any Lot or streets adjacent to any Lots in the Subdivision.
- (b) **Trash and Garbage.** No Lot shall be used or maintained as a dumping ground for rubbish. Please remove when leaving the Lots to prevent animals from foraging in the trash and spreading it over the area.

Section 4. **Animals/Pets.** Each Lot owner shall be responsible for any pets on their Property. All pets shall be restrained from roaming onto other properties. When walking pets they shall be tethered at all times to prevent them from entering other Lot Owner Properties, or attacking people, or other Pets.

Section 5. No buildings 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 six (6) months. Recreational vehicles are not considered to be "trailers" and are exempt from this restriction as long as they remain mobile.

- a. Lots are not permitted to have multiple recreational vehicles remain throughout the Spring/Summer/Fall season, i.e. April-November. Any recreational vehicles excepting one owned by the lot owner for personal use are limited to three weeks. (Amended October, 2023)

Section 6. Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 500 square feet on the main floor. This shall not include basement, garage, porch or carport.

Section 7. All said lots shall be used for residential purposes only and any garage or barn must conform generally in appearance and material with any dwelling on the said lots.

Section 8. 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 informational signs.

Section 9. No building shall be erected closer than 25 feet to any street or road, nor closer than 10 feet to the side or rear of the lot line, with the exception that two or more lots are used together for the construction of one building, then said 10 feet set back shall apply only to the outside lines.

Section 10. No outside toilets except port-a-potties will be permitted on said lots and all drainage fields and septic tanks must be approved by the State Health Department.

Section 11. Nothing herein is to be construed to prevent the grantors from placing further restrictions on any lot in said subdivision which shall not have already been conveyed by them.

Section 12. Garbage must be kept in covered metal containers or buried. Trash must be kept in wire or metal containers. Rubbish containers must be kept inconspicuously. Lots must be maintained in a sanitary manner.

Article V

Officers, Board of Directors and Meetings of Members

Section 1. **Annual Meeting.** An annual meeting of the members entitled to vote at the meeting shall be held on the third Saturday of September of each year.

A special meeting of the HOA may be called by concurrence of one half of the voting membership; all of whom must be notified of the request for said meeting. Actions taken at a special meeting would require a 2/3 vote of those present at the meeting.

The Annual Meeting is for the purpose of electing Board of Directors and all Officers of the Association. Any and all new and old business shall be covered and recorded by the Secretary of the Association. All changes to bylaws shall be done with the majority of voting members present at the meeting.

Section 2. **Officers and Board of Directors**

The Board of Directors is composed of officers and three additional lot owners. Officers are President, Vice President, Secretary and Treasurer. All board of directors members serve for one year terms, beginning after the annual meeting election, and must be lot owners. Only one member of each lot (if co-owned) may serve on the board of directors at a time.

Hamshire County
Eric W. Strider, Clerk
Instrument 228253
10/06/2023 @ 03:04:47 PM
COVENANTS & RESTRICTIONS
Book 598 @ Page 398
Pages Recorded 5
Recording Cost \$
12.00

JEFF BOARMAN
4372 COLLINGSWOOD DR
CHESTERFIELD VA 23832-7760

Members of the Cacapon Hills Homeowners Association have designated the Board of Directors of the Cacapon Hills Homeowners Association, Inc., by way of the President to vote for the approval of the following Amendments to Declaration of Protective Covenants, Conditions, and Restrictions regarding Cacapon Hills Homeowners Association, Article IV, Sections 1 and 5 as written below:

WHEREAS, it is the desire and intent of the undersigned to voluntarily amend said Declaration of Protective Covenants, Conditions, and Restrictions pertaining to Cacapon Hills Homeowners Association, Article IV, Sections 1 and 5.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual desires and conveniences of the undersigned, they do hereby amend the Declaration of Protective Covenants, Conditions, and Restrictions recorded in Deed Book No. 526, at page 713, in the Clerk's Office of the County Commission of Hampshire County, West Virginia, by changing thereto Article IV, paragraphs number 1 and 5 as set out in below:

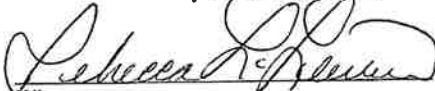
IV Section 1. **Residential and Recreational Use.** Except as hereafter specifically provided, all Lots in Cacapon Hills Subdivision shall be known and designated as a single-family Lots,

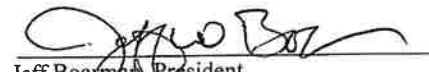
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- a. Lots are not permitted to have multiple recreational vehicles remain throughout the Spring/Summer/Fall season, i.e. April-November. Any recreational vehicles excepting one owned by the lot owner for personal use are limited to three weeks.

Written this 4th day of October, 2023.


Witness


Jeff Boorman, President
Cacapon Hills Homeowners Association

Hampshire County
Eric W. Strite, Clerk
Instrument 228252
10/04/2023 @ 03:04:46 PM
COVENANTS & RESTRICTIONS
Book 597 @ Page 397
Pages Recorded 1
Recording Cost \$ 12.00

CACAPON HILLS

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IN WITNESS WHEREOF, the said Cacapon Hills Sub Division, being the Declarant herein, has caused this Declaration to be signed by its President and its corporate seal to be affixed, duly attested.

ATTEST:

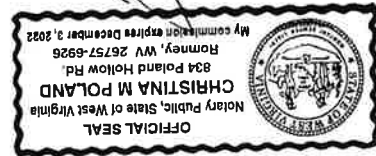
CACAPON HILLS SUB DIVISION

Richard A. Payne

By: [Signature]
Its President

STATE OF WEST VIRGINIA:

COUNTY OF HAMPSHIRE:



I, CHRISTINA M. POLAND, a Notary Public of the County and State aforesaid, do hereby certify that CHARLES F. CAMPBELL, whose name is signed to the whiting above as President of Cacapon Hills Sub Division, a corporation, has on this 16th day of March, 2015, acknowledged the said writing before me to be the act and deed of said corporation.

Given under my hand this 16 day of March, 2015.

Christina M. Poland

Notary Public

PREPARED BY:

Cacapon Hills Sub Division

358 Ridgeview Dr.

Berkeley Springs, WV 25411



STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the _____ day of _____ 2015m at _____ A.M.

This Protective Covenants was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest _____

County Commission, Hampshire County, WVa

Eric W. Strite
Hampshire County 10:05:15 AM
Instrument No 163325
Date Recorded 03/16/2015
Document Type CSR
Pages Recorded 6
Book-Page 526-713
Recording Fee \$6.00
Additional \$6.00