

Mailed Christina's World II Property Owners
HC 68 Box 18B
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RESTRICTIVE COVENANTS AND CONDITIONS RELATING TO
CHRISTINA'S WORLD, II, PROPERTY OWNERS ASSOCIATION, INC.,
GORE DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA

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The undersigned, Christina's World, II, Property Owners Association, Inc., being overseer of certain real estate situate on the drains of Little Cacapon Creek, in Gore District, Hampshire County, West Virginia, and as more fully described and bounds in that certain deed, dated the 28th day of SEPTEMBER, 1994, and of record in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in Deed Book No. 355, at page 775, does hereby make the following declarations as to limitations, restrictions and uses to which said real estate may be placed, and thus specifying that said declarations shall constitute covenants to run with the land as provided by law and shall henceforth be binding on all property owners, their heirs, successors and assigns, and for the benefit of and as limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision uniform, desirable and suitable in design and use as herein specified:

(1) Each and every owner of a tract or parcel of real estate owned in Christina's World, II, shall pay an annual assessment fee of Four Dollars (\$4.00) for each and every acre owned by him or her and placed into a fund to be set up and maintained by Christina's World, II, Property Owners Association, Inc., a corporation to be formulated for the purpose of maintaining roads, lands dedicated to the public use and for caretaker service. This fee shall be due and payable by and new purchase or a pro-rata basis for the year in which said purchaser acquires title, at the time title passes to the new property owner, and shall be due and payable in advance each year thereafter; said fee may be raised upon a three-fourths vote of the Executive Board at their annual meeting.

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(2) All purchasers of real estate in Christina's World, II, where said property borders the Little Cacapon River, except 6-A where scenic easement goes to the top of the bluff, agree to grant scenic easements from the center of said River for a distance of 150 feet back upon the shore, said easements to be granted to Christina's World, II, Property Owners Association, Inc. The said association shall use said easements for the protection and propagation of wild life and plants and for the benefit and enjoyment of all property owners. Such activities as hiking, walking, horse-back riding, fishing and boating, shall be permitted thereon, but no group gatherings or group activities shall be permitted on said easements except by the owners of the lots on which the easement is located; as the common areas are available for group activities, and these easements are to be used only for access to the river and for traveling along its shores.

(3) All real estate purchased in Christina's World, II, shall be used for residential and agricultural purposes only, and no commercial enterprises shall be maintained thereon. In addition to dwelling houses, conforming outbuildings such as kennels, stables, and garages may be constructed thereon, upon approval of the Executive Board. Commercial enterprises does not include hobbies, crafts, or small business employing no persons other than owner. Also, no advertising whatsoever shall be permitted.

(4) Pets such as dogs, cats, horses and other animals of like nature may be kept and maintained in and upon said real estate, but such maintenance shall not interfere with the health, comfort and enjoyment of other property owners. The owners of such pets or domestic animals shall not allow same to stray from the premises, and no dangerous pets, in the discretion of the Executive Board, may be allowed in and upon said property.

(5) No nuisances, public or private, shall be permitted in and upon said real estate.

(6) The Executive Board of Christina's World, II, Property Owners Association, Inc., shall approve plans and locations for any structure to be erected on any tract in the development. Structure shall be of a design compatible with the area and the approval of the Executive Board shall not be unreasonably withheld. No campers, RV's, trailers or mobile homes will be permitted on any tract in Christina's World, II. However, the reasonable use of recreational vehicles shall be permitted only in secluded areas not seen from a Christina's World II, roadway for a period of not more than two (2) years and with the prior approval of the Executive Board.

(7) The Association, for itself, its successors and assigns, reserves the right to enter at any time the rear ten feet and the five feet abutting upon either side line of any lot or lots in the said Christina's World, II, for the purpose of erecting and maintaining, or authorizing the erection and maintenance of, overhead or underground wires, conduits, or pipes for the general use of Christina's World, II, and further reserves the right to enter upon any part of such lot or lots for the purpose of trimming trees, planting and cultivating flowers and shrubbery, and for the removing of grass, weeds and other unsightly objects and litter.

(8) The term Christina's World, II, as used throughout this instrument comprehends the existing subdivisions and all future subdivisions which may be made of the lands or any part of the same covered by deed bearing date, the 23rd day of June 1972, by and between Elizabeth D. Powers, Single, Peter G. Powers and Kathryn Powers, his wife, grantors, and Christina's World, II, Inc., a Corporation, grantee, recorded among the land records of Hampshire County, West Virginia, in Deed Book No. 196, at Page 682, and also comprehends any and all re-divisions of any of the said subdivisions or any part of the same.

(9) No building shall be erected closer than 100 feet to any street or road, nor closer than 50 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 50 feet setback shall apply only to outside lines.

(10) No lot in said subdivision may be re-subdivided into more than two (2) lots, starting with original purchaser to any future purchasers and must be approved by the Executive Board. The minimum size of each lot subdivided, including the lot retained by the owner, shall not be less than five (5) acres.

(11) 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 permanent dwelling or residence shall be constructed on any lot until a septic system permit has been obtained from the State Department of Health.

(12) Christina's World, II, Property Owners Association, Inc., shall assess annual road maintenance fees of \$4.00 per acre, subject to change as set forth above, and failure to pay same when due shall result in a lien and judgment being taken against the parties in arrears and their lot, and the perpetrator shall also be liable for all Court costs, attorney fees, and other costs incurred by the Association in enforcing same.

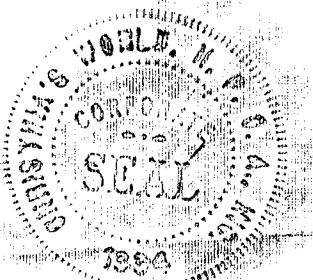
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(13) The use of the Common Areas of Christina's World, II, shall be governed by the By-Laws of said Association.

(14) The Restrictive Covenants may only be amended by a unanimous vote of the Executive Board and Property Owners, which said amendments shall first be submitted to the Executive Board, and if same shall be unanimously passed by the Executive Board, the amendments shall then be presented to the property owners, and if again, same are unanimously approved, the Covenants shall be so amended.

(15) These Covenants supersede and take precedence over any and all previous covenants for said subdivision, and are binding as covenants running with the land. The foregoing paragraphs and each and every one of the terms, agreements, covenants, restrictions and conditions contained and incorporated therein shall be taken as independent and not dependent covenants, and as covenants running with the land and inuring to the use and benefit of all present and future owners of land in Christina's World, II, and any and every re-division thereof or any part of the same, similar conditions and restrictions having been thereof or any part of the same, similar conditions and restrictions having been made to apply to lots in said Christina's World, II, by deeds heretofore made with respect thereto, and shall be made to apply to all other lots in said Christina's World, II, by such deeds as shall hereafter be made by the association, its successors or assigns, and being for the benefit of all the owners and residents in said subdivision.

WITNESS the following signatures and seals this 18th day of October, 1994.



CHRISTINA'S WORLD, II, PROPERTY OWNERS ASSOCIATION, INC.

By *Richard H. Compton*
President

ATTEST:

Lathrine V. Compton
Secretary

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

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I, Nilah Jane Heishman, a Notary Public, in and for the county and state aforesaid, do hereby certify that Archie G. Compton, whose name is signed and affixed to the foregoing instrument dated the 8th day of April, 1994, has this day, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 8th day of April,

1994.



Notary Seal

Nilah Jane Heishman
Notary Public

This instrument was prepared by H. Charles Carl, III, Attorney at Law, 56 East Main Street, Romney, West Virginia.

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

Be it remembered that on the 28th day of April, 1995, at 9:23 A M., this 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 Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va. shl