

# Cacapon Heights

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The real estate herein conveyed is part of the same estate conveyed unto Melan Constrction Company, Inc., a Virgil Corporation, by Deed of Fountain Inn Liquidation Trust, et als dated the 4th day of May, 1984, and of record in the Office of Clerk of the County Commission of Hampshire County, West Virgi in Deed Book No. 270, at Page 453.

This conveyance is subject to that certain Declaratic of Easements and Restrictions of Cacapon Heights which are of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 271, at Page : which are as follows:

1. Each OWNER of a lot, shown on the Subdivision Plat, sh have an easement over and upon the existing roadways running th Cacapon Heights in the fifty (50) foot wide right of way provic therefor, depicted on the aforesaid Subdivision Plat, for ingre and egress to and from the lots fronting thereon and West Virg: Route 29, to be used in common with all such Owners.

2. Any maintenance, repair and reconstruction of the afos said roadway shall be performed on a continuing basis, and each OWNER shall contribute on an equal basis to the costs of such maintenance, repair and reconstruction, promptly upon receipt c an assessment therefor. Said roadway maintenance, however, sha not exceed \$35.00 annually, payable to an Owners Association, w shall account for any and all income and expenditures. This paragraph does not apply to Melan Construction Corporation, Inc Developer.

3. The DEVELOPERS reserve unto themselves, their successo and/or assigns, as easement or right of way over, under and th a fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all side and rear lot boundary lines, as depicted on the aforesaid Plat, for the purp of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires, and associated equipment drains.

4. That no commercial or business of any type is permitte on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation basement construction made a part of the real estate, are permi The foregoing restriction shall not apply to licensed recreatio and camper vehicles. Further, any mobile homes or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

4A. Notwithstanding paragraph 4, above, no house trailer will be allowed to front on Falconwood Road, Mountain Top Road, Westwood Drive, but are confined to front on Eastwood Drive and

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## Falconwood Drive Extension.

5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

6. No structure of any kind shall be built within twenty five (25) feet of any side or rear property line not within twenty five (25) feet of any property fronting on the aforesaid roadway as depicted on the aforesaid Plat.

7. No driveway leading from the aforesaid roadways 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 culvert with a minimum diameter of twelve (12) inches must be used in the fashion to insure adequate water flow along road drainage ditches.

8. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber of the land herein conveyed, and that only such timber may be cut as would be needed to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate herein conveyed.

10. These restrictions shall apply only to the lots as shown on the aforesaid Plat and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and/or charges or liens upon the land and any and every conveyance of any lot shall be absolutely subject to the provisions hereof whether or not it shall be so expressed in the Deed, Lease or other conveyances thereof.

12. The restrictions provided for above shall inure to the benefit of and shall be enforceable by the DEVELOPERS and ASSOCIATED former and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns. This Declaration may be amended by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in CACAPON HEIGHTS, which instrument must be filed for recording among the Land Records of Hampshire County, West Virginia.

The Grantor herein conveyed such mineral rights as it may have in the subject real estate, if any there be.

The Grantor, on behalf of itself, and assigns, as part of the consideration of this conveyance, hereby specifically covenants that it is lawfully seized in fee of the above described real estate and that it has good title and right to convey the same unto the said Grantees, subject, however, to that certain blanket Deed of Trust against said "CACAPON HEIGHTS" Subdivision, of which this