

PROTECTIVE COVENANTS AND RESTRICTIONS

132

1. It is mutually understood by all parties that the lake and/or all public areas as shown on the Golden Acres Subdivision plat shall be restricted by all of these covenants.
2. Land Use and Building Type: All of the lots subject to these protective covenants shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than automobile, camper, camps, tents and permit residential building, provided the plans for the said building are approved by Golden Acres Maintenance Fund.
3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. Signs: No advertising sign, billboard or other device shall be permitted, erected, placed or suffered or remain upon any lot except that this covenant shall not prohibit the use of a professional sign not to exceed one (1) square foot in size, or the use of "For Sale" signs by the owner or bona fide real estate agents and/or builders.
5. No motors or motor boating of any type shall be permitted on the aforesaid lake, however, rowboats or canoes at the person's own risk are permitted from 6:00 a.m. till 8:00 p.m. provided time includes daylight hours. Also, fishing in said lake is permitted provided said parties meet with local and state fishing regulations.
6. There will be trash containers furnished by Golden Acres Maintenance Fund at various locations for trash, debris, etc. Therefore, each purchaser and/or lot owner will be responsible for their own area plus aid to any public area being kept clean.
7. Purchasers may clear, grade, install off street parking on their own lots provided no changes are made in ditch lines on street or throw bushes or surface water on any adjoining lot.
8. It is mutually agreed by the purchasers and/or lot owners that in event they breach any of the aforesaid covenants they shall lose, without further notice, any or all privileges to all public and/or private areas aforesaid described thereon.
9. It is mutually agreed by all parties that an inspection pertaining to the aforesaid covenants shall be made at any and all times by a person or persons designated by the present owners until a minimum of 100 lots are sold. After which time some inspections may be made by person or persons as designated from time to time by the Golden Acres Maintenance Fund, officers and directors.
10. Also, the grantees and lot owners shall pay annual dues to Golden Acres Maintenance Fund or such other amount as the officers and directors shall deem necessary for the general maintenance of the streets and all public areas including stocking fish in the lake as shown on the attached plat marked "Exhibit A"; furthermore, in the event the purchasers and/or lot owners fail to pay the levied amount by the Golden Acres Maintenance Association, they shall lose all of their hunting, fishing and any other privileges to public and/or private areas; also the amount levied without further notice shall be a lien against their lot or lots without further notice. Furthermore, this amount may be increased or decreased as the directors or officers deem necessary annually. It is understood and agreed that a separate account may be kept by the parties that are the officers and directors of said Golden Acres Maintenance Fund, each lot owner shall have one vote for each lot owned, and officers and directors shall be elected annually.

ANSEL & CARL
 H. CHARLES CARL, III
 ATTORNEY AT LAW
 56 EAST MAIN STREET
 JAYVT, WEST VIRGINIA 26757

STATE OF WEST VIRGINIA, County of Hampshire, to-wit
 Be it remembered that on the 13th day of November, 1990, at 1:27 P M.
 this Deed 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.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit
 Be it remembered that on the 4th day of August, 1994, at 11:28 A M.
 this Deed 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.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 94452-00
 STATE OF WEST VIRGINIA, County of Hampshire, to-wit
 CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 201 '94