

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR THE FLAT ROCK RUN SECTION, THE HICKORY FLATS SECTION,
THE FLAT ROCK RUN ADDITION, AND THE ROARING PLAINS SECTION
OF CANAAN CROSSING**

STATE OF WEST VIRGINIA

COUNTY OF RANDOLPH; TO-WIT:

KNOW ALL MEN BY THESE PRESENTS: THE FOLLOWING AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE FLAT ROCK RUN SECTION, THE HICKORY FLATS SECTION, THE FLAT ROCK RUN ADDITION, AND THE ROARING PLAINS SECTION OF CANAAN CROSSING, is executed by Canaan Crossing Home Owner's Association, Inc., a West Virginia corporation, (hereinafter called "CCHA"), with its principal place of business and address at P. O. Box 190, Dry Fork, West Virginia, 26263.

WITNESSETH

WHEREAS, the Flat Rock Run Section of Canaan Crossing was established by the filing of the Declaration of Protective Covenants and Restrictions for Flat Rock Run Section of Canaan Crossing on the 10th day of August, 1988, in the aforesaid Clerk's Office in Deed Book 392 at page 533; and

WHEREAS, the Hickory Flats Section of Canaan Crossing was established by the filing of the Declaration of Protective Covenants and Restrictions for Hickory Flats Section of Canaan Crossing on the 23rd day of December, 1988, in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 395 at page 88; and

WHEREAS, the Flat Rock Run Addition of Canaan Crossing was established by the filing of the Declaration of Protective Covenants and Restrictions for Flat Rock Run Addition of Canaan Crossing on the 10th day of January, 1989, in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 395 at page 253; and

WHEREAS, the Roaring Plains Section of Canaan Crossing was established by the filing of the Declaration of Protective Covenants and Restrictions for Roaring Plains Section of Canaan Crossing on the 16th day of August, 1990, in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 407 at page 422; and

WHEREAS, the Canaan Crossing Home Owner's Association, Inc. was established by the filing of the Declaration of Merger on the 18th day of October, 1994, in the Office of the Clerk of the County Commission of Randolph County, West Virginia, in Deed Book 435 at page 433; and

WHEREAS, the unit owners of Canaan Crossing, by and through the CCHA, have determined that it is in the best interests of the unit owners and the CCHA to amend the Protective Covenants and Restrictions for each section of Canaan Crossing as referred to hereinabove. This Amended and Restated Declaration of Protective Covenants and Restrictions is applicable to all of the lots of real property which are included in Canaan Crossing. Said easements specifically set forth in paragraph 4 of each of the aforesaid Declarations of Protective Covenants and Restrictions shall remain in effect for the stated purposes.

NOW, THEREFORE, Canaan Crossing Home Owner's Association does hereby declare that the following covenants and restrictions shall covenant to run with the land in said Flat Rock Run Section, Hickory Flats Section, Flat Rock Run Addition, and Roaring Plains Section of Canaan Crossing.

1. No tract shall be subdivided or its boundary line changed, and not more than one single family residence shall be erected on any one lot.

2. No residences, buildings, facilities, or other structures, or any additions thereto shall be erected, or the erection thereof begun, on any Lot until the site plans and specifications, and building plans and specifications shall have been presented to and approved in writing by the CCHA, its successors and assigns. Said plans and specifications shall be submitted to the CCHA, its successors and assigns at least thirty (30) days prior to the intended construction date. The following rules and regulations shall govern the approval of building plans and lot improvement:

a. No building shall be erected closer than 30 feet to any street or road, nor closer than 30 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for construction of one dwelling and said lots considered as a single unit as herein stated, then said 30 feet set back shall apply only to outside lines and with further exception that if the lot size is such as to make such set back impractical the CCHA may modify the setback provisions as to a specific lot or lots.

b. In order to assure that houses or structures will be located with regard to the topography or relation to the wooded area of each individual lot, the CCHA reserves the right to control the site and location of any house or other structure upon any one or more Lots, provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot owner to recommend a specific site.

c. The construction of any residence or other building on property herein described shall use as a minimum standard of quality the requirements set forth by Farmers Home Administration.

d. The minimum area of living space of any single family dwelling shall be 800 square feet for two-story dwellings and 1000 square feet for one-story dwellings. This shall not include basement, garage or porch.

e. The exterior of all residences and other buildings shall be of natural wood, stone or fiber-cement siding, or otherwise, CCHA approved.

f. All roofs of residences and other buildings shall be of cedar shake, or otherwise, CCHA approved.

g. Carports are allowed that do not exceed more than 400 square feet and are subject to all the construction provisions of paragraph 2.

h. All utilities from utility rights of way to residence or other buildings shall be underground.

i. All fencing must be split rail or otherwise, CCHA approved.

j. No trees measuring six (6) inches or more in diameter at four and one-half (4-1/2) feet above the ground level may be removed without the written approval of the CCHA unless said tree is within ten (10) feet of the residence, other approved building, or in a roadway.

k. All exterior construction of residences and any additional buildings must be completed within one (1) year of the commencement date of construction. All excess building materials must be removed at the end of construction and the lot must be final graded within that time frame. Any building materials kept for future use must be stored so that they are not visible from the road or to any lot owner.

l. Final approval of all plans and specifications, including the waiver of certain requirements, is reserved to the CCHA.

3. All of said lots within Canaan Crossing shall be used for residential or recreational purposes only, and any garage or building other than the residence building must conform generally in appearance and material with any dwelling on the said lot; no

business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock, sheep, swine or poultry shall be kept or raised on said lot; providing, however, pets, including personal riding horses may be maintained if proper fencing and suitable facilities are constructed and such animals do not violate provisions contained in Covenant No. 15. Pets must be restrained at all times, unless on the property and under the strict control of the lot owner.

4. No signs are allowed with the following exceptions:

(a) One "for sale" sign of neutral colors no larger than four (4) square feet in area and not more than three (3) feet in height.

(b) One sign of not more than two (2) square feet in area showing the owner's name and the name of the residence.

(c) One sign, not to exceed one (1) square foot in area and no higher than three (3) feet showing the name of a security company.

5. Prior to the occupation of any residence situate on the herein described Lots, the owner thereof shall, at his/her expense, provide a source of drinking water which may include, but not necessarily be limited to, a well, spring or cistern, and shall install a septic tank and drainage field or sewage disposal system. All toilets, septic tanks, sewage and waste disposal systems constructed on said Lots shall conform to the rules and regulations of the West Virginia State Health Department; further, activities or use of said lot shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said lot. Prior to occupation of a residence, the lot owner shall provide a copy to the CCHA of any and all permits granted from the County of Randolph for septic and water supply systems.

6. No house trailers, trucks, bus, dilapidated cars or unsightly vehicles of any type or description may be stored, used for buildings, left or abandoned on said Lots. No inoperable, unregistered, or unmovable vehicle of any type shall remain on a lot longer than three months unless housed in a garage.

7. Each and every purchaser and lot owner for himself, his heirs and assigns, agrees and covenants that they shall become a member of the "Canaan Crossing Home Owner's Association, Inc." and shall be bound by the "By-Laws" of the CCHA from time to time in effect and rules and regulations imposed by said CCHA.

8. The roadways or rights-of-way constructed on the property herein conveyed are for the use in common of the owner of a lot, its Grantees, and their respective heirs, successors and assigns. Each Owner of a Lot in said development shall have a non-exclusive perpetual easement for ingress to and egress from his lot over and across all private roads, and access roads, subject to such Owner being current with all Assessments due to the CCHA.

There is reserved to the CCHA the right to dedicate and transfer all or any part of the roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the CCHA.

9. Each and all Owners, except Hickory Flats lots #2, #3, #4, #5, and #6, of a Lot in Canaan Crossing shall be required to pay a Road Assessment for each Lot owned. Such Assessments shall provide for the following:

- a. Reasonable construction, use, maintenance, expansion, removal of the private, common access roads within the Development.
- b. Snow removal on the private, common access roads within the Development.

The assessment for the calendar year shall be \$_____ per lot. Said assessment may be increased or decreased by the CCHA for following years in accordance with the current maintenance and improvement costs and future needs.

All assessments shall be due and owing on the 1st day of January, of each calendar year, and if unpaid shall be a lien upon the property against which each such assessment is made, and the CCHA shall have the right to sue for and collect any assessment, together with interest, properly assessed under this covenant.

10. Only licensed four-wheel vehicles may be used on the roadways or rights-of-way in said Development. Vehicles such as motorcycles, dirt bikes, three or four wheelers, ATVs or recreational vehicles are strictly prohibited within the development, and, if present, must be trailered or garaged. However, properly licensed and registered motorcycles may be used for ingress to an owner's lot and egress from said owner's lot.

- 11. (a) No firearms shall be discharged within the Development.
- (b) No hunting of any kind is allowed within the Development.
- (c) No fireworks are allowed with the following exceptions and these are only allowed when conditions are suitably damp and not when conditions are dry – sparklers and other small non-detonating consumer fireworks.
Under no circumstances are aerial shells or other exploding fireworks to be used within the Development.

12. No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained, or occupied on any lot; provided, however, that intermittent camping on said lot by the lot owner will be permitted for a period of two (2) years from date of purchase from the CCHA, camping beyond two (2) years will require specific written permission of the CCHA. Intermittent camping is allowed with the specific and expressed understanding and agreement that all vehicles and camping equipment will be taken with and removed by the lot owner when departing said lot after each camping visit, unless otherwise permitted in writing by the CCHA.

13. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Such rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of the CCHA to provide garbage or trash removal services.

14. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any lot, nor shall any activity of any nature whatsoever be conducted thereon which may constitute a nuisance.

15. No exterior television dish shall be constructed or erected on any lot or residence except of a brown or black color.

16. Each lot owner shall be required to construct all utility service lines from the nearest utility source to any dwelling structure on the lot by an underground entry.

17. All covenants, restrictions, and affirmative obligations set forth in this Amended and Restated Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least sixty-seven percent (67%) of the current owners of Lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any lot owner or the CCHA to discriminate or attempt to discriminate against any person, whether a lot purchaser or a prospective purchaser or upon resale by a lot owner, upon basis of race, creed, color or national origin.

18. In the event of a violation or breach of any of the covenants or restrictions by any property owner, or agent of such owner, the owner of lots in the Development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the CCHA shall have the right, whenever a breach, or violation, or attempted breach shall have occurred, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any right, reservation, restriction or conditions contained in these covenants and restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereunder, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

19. The invalidation by any Court of any restrictions contained in this Amended and Restated Declaration of Protective Covenants and Restrictions shall in no way affect any of the other restrictions and they shall remain in full force and effect.

Attest: *Sara K. Diamond*
Sara K. Diamond
Secretary

Canaan Crossing Home
Owner's Association, Inc.
By: *John J. Tracey*
Name: John J. Tracey
Its: President

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, TO-WIT:

The foregoing instrument was acknowledged before me this 4th day of May, 2018, by John J. Tracey, of Canaan Crossing Home Owner's Association, Inc., on behalf of said corporation.

[affix notarial seal]

Carol Thompson
Notary Public



My commission expires: 12/23/18