

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
STEAMBOAT RUN COMMUNITY ASSOCIATION
SHEPHERDSTOWN, WV

1. No building of any description shall be erected upon any of the land in any part of the Steamboat Run Subdivision until plans and specifications therefor have been submitted to and approved in writing by the Board of Directors of the Company.

2. No building of any description shall be erected so that any part thereof exceeding four feet in height from the ground, shall project within fifty feet of the street line or within thirty feet of the side lines of any lot in Steamboat Run Subdivision except that the Board of Directors may modify these restrictions on lots of less than two acres.

3. No lot in said Steamboat Run Subdivision or any part of the same shall be improved by any structure adapted for any use other than residential for one family and no structure shall be applied to any other use.

4. No outbuilding in any part of said Steamboat Run Subdivision shall be used for any purpose or in any manner which may after notice and hearing before the Board of Directors of the Company, be prohibited by the said Board.

5. No hedge, fence or structure of any description, other than buildings approved by the Board of Directors of the Company exceeding four feet in height, shall be erected on any part of any lot or lots in said Steamboat Run Subdivision except with the consent in writing of the said Board of Directors.

6. The Company, for itself, its successors and assigns, reserves the right to enter at any time the rear ten feet and the two and one-half feet abutting upon either side line of any lot or lots in the said Steamboat Run Subdivision, for the purpose of erecting and maintaining or authorizing the erection or maintenance of overhead or underground wires, or pipes for the general use of the Steamboat Run Subdivision, and further reserves the right to enter upon any part of such lot or lots prior to the erection of a dwelling house thereon for the purpose of trimming trees, planting and cultivating flowers and shrubbery and for the removing of grass, weeds and other unsightly objects of growth.

7. The Purchaser, upon becoming a Stockholder in Steamboat Run River Estates, Inc., shall be entitled to all the rights and privileges of said Company, as defined by the By-Laws of the said Company, and covenants for himself, his heirs, executors, administrators and assigns, to comply with the said By-Laws as the same apply to such stock ownership and as the same may from time to time be amended; and further covenants that he will not lease, rent, or permit the possession of any such lot or lots to any person or family objectionable to the Board of Directors of the Company.

8. The Purchaser, for himself, his heirs and assigns, covenants that he or they will not for a period of fifty years from July 1, 1964, convey said lot or any part of the same unless and until the Purchaser becomes a stockholder in Steamboat Run River Estate, Inc., and will not permit the same to be occupied by any person not a stockholder or whose name has not been approved for stock ownership by the Board of Directors of Steamboat Run River Estate, Inc.

9. The foregoing paragraphs numbered 1 to 8 inclusive 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 the parties herein and all present and future owners of the land in Steam Run Subdivision, and any and every resubdivision thereof or any part of the same, similar conditions and restrictions having been made to apply to lots in Steamboat Run Subdivision by deeds theretofore made and to apply to all other lots in said Subdivision by such deed as shall hereafter be made by the Company, its successors or assigns, and being for the benefit of the parties hereto and of all the owners and residents in said Subdivision.

10. The term "Steamboat Run Subdivision" as used throughout this agreement 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 28th day of July, 1964, from the Bank of Charles Town, Trustee, and Tighe E. Woods and Lucy B. Woods, to Steamboat Run River Estates, Inc., a West Virginia Corporation, recorded among the land records of Jefferson County, West Virginia, in Deed Book No. 268, at Page 165, and also comprehends any and all resubdivisions of any of the said subdivision or any part of the same.

11. The parties thereto further covenant for themselves and each of them, and each of their heirs, executors, administrators, successors and assigns, that they will execute such other and further assurances as may be necessary or requisite and also such other and further contracts, instruments and deeds as they may be called upon to make from time to time to the extent that the same may be reasonably necessary or appropriate to give full effect to the true intent and meaning of this agreement and to permit the recording thereof and/or of the subject matter thereof among the Land Records of Jefferson County, West Virginia, at the cost and expense of the party making demand therefor.

12. The Principals to the contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns, except as otherwise stated.

13. No more than one dwelling unit shall be constructed or erected on the property herein conveyed except with the written consent of the Grantor or its successors and assigns.

14. Since the original conveyance of this lot, Steamboat Run River Estates, Inc., has conveyed the roadways and recreation lots within this subdivision to Steamboat Run Community Association, Inc., a non-stock and non-profit corporation, to which Steamboat Run River Estates, Inc., has assigned and delegated the supervisory and enforcement provisions of stock ownership as contained in Paragraphs 7 and 8, supra; it is now required only that a Purchaser shall become and remain a member of said Steamboat Run Community Association, Inc., in good standing, so long as Purchaser owns real estate in said subdivision, and that Purchaser submit to the rules, regulations, by-laws and assessments thereof, See agreement of record in Deed Book 402, page 247.