



## **The Crossings at the Great Cacapon Property Owners Association and You!**

The Crossings offers property owners and their guests the natural beauty of a peaceful river setting with an array of programs and activities. In addition to owning a section of this rural residential woodland, each owner is a member of our owners association.

### ***The Crossings POA***

The Crossings at the Great Cacapon Property Owners Association, Inc. (POA) is an all-volunteer organization that actively promotes a strong spirit of community and neighborliness. Established as a self-governing non-profit membership corporation, The Crossings POA is a Limited Liability Expense Planned Community that manages our community's affairs through a Board of Directors (BOD), elected from owners every other year. Committees, comprised of interested owners appointed by the BOD or volunteers, help to manage our community and most of its programs. This successful community oriented management depends on active voluntary participation by the owners.



### ***Property Owner Rights and Responsibilities***

As a member of the association, property owners enjoy many rights, and incur responsibilities, for the use of our common areas and their individual lots. These are established by the Crossings POA governing documents, rules and regulations, the restrictions incorporated into each owner's property deed, and State and County Laws.

**Property owners are expected to read and understand The Crossings governing documents.**

Below is a handy summary of the Crossings governing documents - covenants, bylaws and adopted rules - to inform property owners of their rights and responsibilities as a member of at the Crossings POA. The language of the those documents takes precedence over any inconsistency in the summary provided below. In addition, the POA has prepared a summary of selected

West Virginia laws and Hampshire County ordinances that may apply to owners' conduct in the Crossings.

***If you have any questions about your role in our wonderful community, please reach out to any board member at [board@thecrossingspoa.com](mailto:board@thecrossingspoa.com)***

# THE CROSSINGS

## A SUMMARY OF THE COVENANTS, RULES AND REGULATIONS

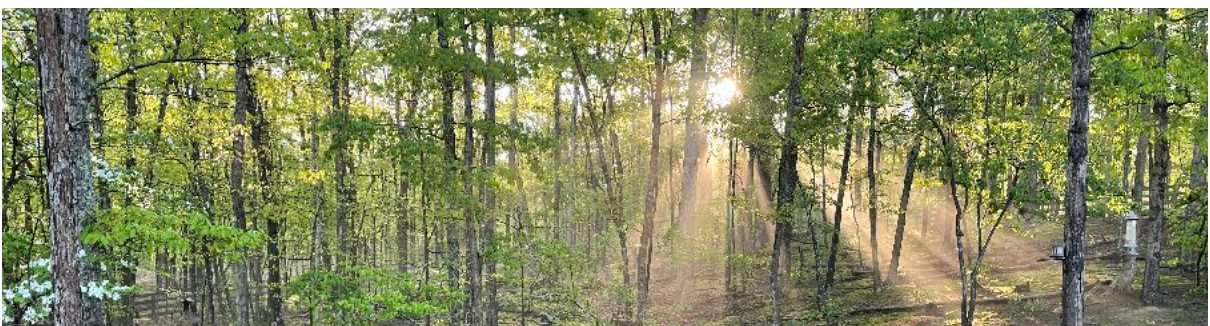
### ADMINISTRATION

Under the direction of the BOD, the Crossings POA: (1) Manages the community programs and properties, offering guidance on protecting and enhancing the value and safety of our properties through our national Firewise Program, Adopt-A-Highway Program, and Ecosystem Management Program; (2) Issues rules for the use of common properties and the conduct of owners and guests; (3) Administers and enforces the covenants and rules, and; (4) Collects and disburses assessments and fees to finance community operations.

The Crossings POA manages community programs and properties, issues rules, enforces the covenants, and collects assessments and fees to finance community operations.

In addition to holding periodic BOD meetings, the BOD hosts the annual membership meeting the first Saturday of June. This meeting is open to all property owners. The BOD provides the current status of community affairs, and the owners can discuss community operations and initiatives.

- The POA annual assessments are invoiced for \$300 in January, due January 31st. The annual assessment includes \$250.00 per lot is for the operating budget and \$50.00 for the Bridge Emergency Reserve Fund. (1993 Annual Meeting)
- An association Dues Collection Policy governs how to collect and assess fees for delinquent payments from owners. (1/1/11 BOD decision)
- The Board adopted a rule for a process where Crossings owners can report potential violations of the Crossings covenants or its rules and regulations to the Board of Directors for investigation. The rule sets standards for a valid report from an owner and establishes procedures for responding to and reporting to the community on valid complaints. The Board's objectives are to achieve consistent, fair, and reasoned enforcement of the Crossings covenants and its rules and regulations; and to improve owners awareness and understanding of the covenants and the rules and regulations. (7/25/21 BOD decision)
- Some of the properties may have undergone construction or other improvements before the establishment of the association. The covenants may contain "grandfather clauses" that exempt those properties from certain restrictions, or the individual property deeds from the developer may exempt a property from restrictions.



## COMMON PROPERTIES

Use of the Crossings amenities (the roads, bridge and Common Areas 1, 2 and 3) is exclusively for property owners and their guests. Property owners have access to all common facilities within the Crossings if they remain in good standing.

- Every owner's use and enjoyment of the recreation areas within the Crossings is subject to that owner's good standing with the POA. Owners who are delinquent in paying their annual assessment by the due date are not in good standing. *(Supplementary Restrictive Covenants, III, 3 and IV,1)*
- No owners may park motor vehicles on-street or in or within twenty-five (25) feet from the rights-of way of Crossings roads. Temporary parking is permitted for visitors, guests, delivery vehicles or others legitimately using the roads and streets. *(Restrictive Covenants, 6)*
- In Common Area 1, the area to the right of the pathway down to the put-in area is for picnicking/green space, not for parking. Only the area between the bridge and the pathway as well as the gravel area next to the Pavilion are for parking. *(7/18/20 BOD decision)*
- Speed limit on Crossings roads is 15 mph. *(Adopted by developer in 1991)* Affirmed with additional speed control signs. *(6/14/94 BOD decision)*

## HEALTH AND SAFETY

The health and safety of our community and our residents are of great importance. There are corresponding rules and restrictions for participation in our programs for security, fire prevention, and emergency response that benefits all owners.

- All lots shall be kept mown. Trash, waste, or rubbish may be kept only in sanitary containers. No salvage or junk yards may be within the properties. No waste may be placed in the river at any time. *(Supplementary Restrictive Covenants, XII)*
- No trapping or hunting of wildlife are permitted within the Crossings, except on any lots over twenty-five (25) acres. *(Restrictive Covenants, 8)*
- Owners may not store toxic or hazardous materials within the Crossings. *(Supplementary Restrictive Covenants, XI)*
- No swine or poultry can be raised or bred, nor dogs and cats bred for commercial purposes on any lot. Household pets may not be permitted to run at large so as to become an annoyance. *(Restrictive Covenants, 8)*





## CONSTRUCTION

In addition to Hampshire County construction ordinances, and state and federal environmental laws, there are several Crossings POA requirements that apply to any exterior construction. Approval by the Architectural Control Committee (ACC) is required for all projects. Be sure to check first and always get ACC approvals.

- All lots within the Crossings are restricted to residential use only, except lots 7 through 11, which may conduct certain commercial activities. (*Restrictive Covenants, Section 2 and Supplementary Restrictive Covenants, XIV*)
- No trailers, buses, mobile homes, double-wide mobile homes, prefabricated all metal homes, or any derivative of the foregoing may be situated on any lot as a residence or to store materials, either temporarily or permanently. Junk, inoperative or unlicensed vehicles may not be stored or kept on lots, unless housed in a garage, for more than 30 days. All registered trailers on lots shall be inspected when required by law. (*Restrictive Covenants 2C and 5*). Only one camper trailer may be kept on any lot at a time, and kept at least 25 feet inside lot lines. (*7/9/00 BOD decision*)
- Owners may not rent their property on a short-term basis (one year or less); doing so is prohibited commercial activity. (*2011 Annual Meeting vote*)
- The covenants contain specific requirements regarding properly maintaining property that lies in the flood plain that is depicted on the 1990 subdivision plat. For example, removing any trees within 20 feet of the riverbank requires association approval. (*Supplementary Restrictive Covenants, XVII*) These requirements are in addition to limitations imposed by Hampshire County's flood plain ordinance.
- In the area of the 100-year flood plain as designated on the 1990 subdivision plat no structures or improvements with concrete foundations or footers, or otherwise permanently affixed to the ground, are permitted on any lot at any time. (*Supplementary Restrictive Covenants, XVI*)
- POA approval is required for placement of any signs in the Crossings. No advertising signs or billboards shall be erected, placed or maintained on any lot (except for lots 7-11 for limited commercial advertising), except address identifications signs, builder's job location signs and real estate signs offering the premises for sale. (*Restrictive Covenants, 7 and Supplementary Restrictive Covenants XV and XIV*)
- Private gardens, lawns, and decorative trees and shrubbery are encouraged so long as they do not interfere with established utility, road, and water easements and they are properly maintained in a neat and presentable fashion. (*Restrictive Covenants, Section 5 and Supplementary Restrictive Covenants, IX and XVIII*)
- Certain lots on the north side of the Cacapon River (lots 34-50) make up Conservation Area No. 1, from their low-water river mark to the north property lines of those lots. The Covenants impose additional restrictions on use of properties in Conservation Area No. 1. (*Supplementary Restrictive Covenants, XIII*)
- Before removing any trees, refer to the Covenants on tree removal within the 90' environmentally sensitive area from the river. Tree removal within the 20' buffer from the river is extremely environmentally sensitive and owners must seek POA approval as well as provide an environmental study by an independent expert. No tree removal is permitted within the Crossings from designated slopes exceeding 45% in grade. (*Supplementary Restrictive Covenants, XVII and XVIII*)

- No building, dwelling or other structure or construction (including any exterior addition), temporary or permanent, may be commenced, erected, placed or maintained on a lot unless the owner submits plans and specifications showing the nature, kind, shape, height, materials, and location of the same to the association (via ACC) and receives written approval as to their compliance with the covenants. The [ACC website](#) provides instructions and requirements on this process. *(Supplementary Restrictive Covenants, VI, Section 1 and 2).*
- When reviewing an owner's request, the ACC will notify neighbors of the request for approval of a project. Neighbors without an email address will be contacted by regular mail. Overall timeline for approval is 2 weeks. *(2/27/21 BOD decision)*
- Setback minimums. No building or any part thereof may be erected on any lot closer or nearer to any street lines, side, or rear boundary lines than 30 feet. *(Supplementary Restrictive Covenants, VIII)*
- A utility easement is 30 feet from the front of each property's front and rear lot lines and 15 feet on the side lot lines. No construction of improvements, including fences, shrubbery or trees, are to be permitted within the utility easements. *(Supplementary Restrictive Covenants, VIII)*
- Any platform used for camping or adjacent to a camping trailer or motor home must be approved by the ACC. *(7/9/00 BOD decision)*
- The POA cannot approve any variances to the restrictions in the covenants. Owners can appeal disapprovals by the ACC to the BOD. *(2/27/21 BOD decision)*
- Owners and their construction contractors must follow the construction rules when working on a construction project. The [Construction Rules](#) preserve and protect The Crossings community addressing gate access, use of roads and common areas, and construction site management. *(1998, updated, 5/1/11 BOD decision)*
- Each single-family dwelling must contain a minimum of 800 square feet exclusive of porch, basement and garage. Only one dwelling may be constructed on each lot. *(Restrictive Covenants, 2)*
- Any building proposed in the flood plain shall have written approval from the Hampshire County Planning Office and the Federal Emergency Management Agency (FEMA). These approvals must accompany submission for approval by the ACC. *(8/14/04 BOD decision)* Building must be 1' above the 100-year average, and the well and septic must be capped so no backwash can occur during flooding.
- A garage may be built separately or attached to and made part of any dwelling, but must be of the same materials and conform in construction to the dwelling. The garage may precede the construction of the dwelling but may be used only for storage and not as a residence, either temporarily or permanently. *(Restrictive Covenants, 2A and Supplementary Restrictive Covenants, VII)*
- All construction must be completed and closed within one year of the commencement date of excavation. *(Restrictive Covenants, 2, B)*
- All fences must be approved by the ACC as to location and materials prior to commencement of construction. No new fencing shall exceed 6 feet in height, except for a tennis court. *(Supplementary Restrictive Covenants, VI, 3).*

## RECREATION AND BEHAVIOR

Owners should be aware of rules and covenants related to the use and storage of trailers and campers, ATVs and snowmobiles (licensed); Noisy or offensive activities and other actions.

- Temporary camping is permitted on lots only from March 1 to December 31, and campers must be removed during January and February each year. Camping is permitted on lots in January and February only if residential construction is actively underway and ongoing on the lot where persons are camping. (*Restrictive Covenants, 2,C and Supplementary Restrictive Covenants, XIX*)
- The BOD has not approved camping on common properties. (*2013 Annual Meeting*)
- No trail bikes, mini-bikes, or similar all-terrain vehicles, or snowmobiles may be driven on the riverbanks or the roads within the Crossings unless duly licensed, with mufflers, and then only for ingress and egress. (*Supplementary Restrictive Covenants, XIII*)
- No vehicles of any kind may be washed or cleaned in the Great Cacapon River, and only boats and other devices manufactured for water use are permitted in the river at any time. (*Supplementary Restrictive Covenants, XIII*)
- No noxious, noisy or offensive activity may be carried on in the Crossings, nor may anything be done herein which is or may become an annoyance or nuisance to the neighborhood. (*Supplementary Restrictive Covenants, XI*)

Property owners, and prospective owners, are expected to read and understand The Crossings POA governing documents and remain up-to-date on community rules and regulations. Additional guidance is provided on our community website.

Owners also are encouraged to understand state laws related to use of the Cacapon River, noise and other nuisances, the protection of wildlife, and use of fireworks and firearms.