

Del 8-2-95
Return- R.W. Haines

57559

GREENFIELDS SUBDIVISION

632

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 14th day of June, 1995, by BILL WHITSON and DREMA WHITSON, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH

That, whereas Declarants are the owners of certain property in Hampshire County, West Virginia, having acquired the same by Deed recorded in Deed Book No. 352 at page 579, among the land records of Hampshire County, West Virginia, which was conveyed to Bill Whitson and Drema Whitson, husband and wife, by Deed of Walter Fields, et als, by Deed dated the 10 day of May 1994 as containing 184.5 acres, more or less, as described in said deed and situated in Springfield District of Hampshire County, West Virginia.

WHEREAS: The Declarants will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the real property, which shall run with the real property, and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors or assigns, and shall insure to the benefit of each and every owner thereof.

ARTICLE I
DEFINITIONS

1. "ASSOCIATION" shall mean and refer to the GREENFIELDS PROPERTY OWNERS ASSOCIATION, its successors and assigns.
2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "PROPERTY" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.
4. "TRACT" shall mean and refer to any numbered tract of land shown upon any recorded subdivision plat of the property.
5. "DECLARANTS" shall mean and refer to BILL WHITSON and DREMA WHITSON, husband and wife, their heirs and assigns.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.
2. The association shall have two classes of voting membership: Class A. Class A shall be all owners with the exception of the Declarants and shall be entitled to one vote for each Tract. When more than one person holds an interest in any Tract, all such persons shall be members. The vote for each Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract. Class B. member shall be the Declarants,

ALPH W. HAINES
ATTORNEY AT LAW
ROMNEY, W. VA.
26787

who shall be entitled to four (4) votes for each Tract owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership, or,
- (b) Upon the completion of sales of all lots by Declarants in said subdivision.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. The Declarants may assess initially for each Tract, One Hundred Fifty (\$150.00) Dollars, per year, for the use, upkeep and maintenance of the rights-of-way within said subdivision and such other common facilities as the Declarants may provide therein, subject to any increase as provided hereinafter and for having tract mowed, at least one time per year by March 1st. Such assessment shall be due and payable in the month of January, beginning with January 1, 1996. The payment of said sum of One Hundred Fifty (\$150.00) Dollars shall be a lien upon the property conveyed to each purchaser until paid. The assessment of said fees does not apply to Lots owned by the Declarants.

2. Any assessment made pursuant to this paragraph, including a late fee of Five (\$5.00) Dollars, interest at the rate of Ten (10%) per cent, per annum, from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid and all grantees do bind themselves, their heirs and successors in title to this lien and to the mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be raised by more than Ten (10) per cent, per year, without the written affirmative vote of Two-Thirds (2/3) of the members of the association entitled to vote. The Declarants assume the responsibility for the maintenance of the roads, rights of way and common areas until January 1, 1996 or until Fifty (50%) per cent, of the property has been sold, whichever occurs first. At that time, the rights and responsibilities as created by this Declaration of Protective Covenants shall be delegated to the GREENFIELDS PROPERTY OWNERS ASSOCIATION who shall assume full responsibility for the collection of the fees and the maintenance of the roads, rights of way, common areas and storm water management pond. The payment of said assessment and levy shall initiate only upon sale of any tract in the GREENFIELD SUBDIVISION, and on or before the 1st day of January of each year thereafter. In event of a resale of one or more tracts in said subdivision, the obligation shall become the obligation of the new owner(s). An easement as shown on the plat shall be granted to the GREENFIELD PROPERTY OWNERS ASSOCIATION to allow access to Lot No. 11 for the maintenance and inspection of the storm water management pond.

ARTICLE IV USE RESTRICTIONS

1. Tracts may be used only for single-family residential purposes and for purposes incidental or accessory thereto, including a guest apartment or guest house, which may be rented when not otherwise occupied, with the exception of Lots 2 through 9 of GREENFIELDS SUBDIVISION. All lots bordering Lot No. 28 can be used commercially, provided proper screening or fencing is installed, i.e. 6' high privacy fence with 6' evergreens every 6' apart across back of property line and at least 50' up each side from rear of property. All culverts are to be at least 15" in diameter and 30' long on and off street and well maintained. All driveways are to be black topped or cemeted for the first fifty (50') feet from road. No dwelling may be constructed or maintained on any tract with a ground floor of less than (1300) square feet, exclusive of porches and garages, and shall be constructed no less than sixty (60') feet from the centerline of any access road, except lots which exceed 9% grade in the front, then only a forty (40') foot set back shall apply. The Declarants may authorize a lesser area in unusual cases where justified by the architectural design, location on tract, or landscaping. No dwelling shall be

634

erected less than twenty (20')-----feet from the side or rear line of any tract, nor less than sixty (60') feet from the centerline of any road or right of way; provided that the Board of Directors of the Association or the Declarants may authorize lesser setbacks where dictated by terrain; and provided that side line set-backs shall not apply to a property line between tracts in single ownership. All exterior construction must be completed and closed within eight (8) months from the commencement of construction. Mobile Homes are strictly forbidden.

2. No owner shall construct or suffer to be constructed any structure within or otherwise obstruct, any easement across his tract, nor divert or otherwise interfere with the natural flow of surface water, nor obstruct any drainage ditch. No parking is permitted upon any road within the Property at anytime; and as part of the development of any tract, the Owner shall provide adequate off-road parking for himself and his guest(s).

3. No noxious or offensive trade or activity shall be carried on upon any tract or right of way, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community. Without exclusion, the following items and activities must be thoroughly screened by appropriate planting or a fence of appropriate design:

- A. Refuse containers. (All refuse must be kept in closed sanitary containers at all times).
- B. Fuel storage tanks.

4. The discharge of firearms for hunting or target shooting is strictly prohibited within 150 yards of any improvement, home or living area of any tract within the subdivision.

5. The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.

6. Owners agree to repair and restore to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's Tract. All tracts, improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, refuse, trash, or inoperative vehicle or other debris shall be permitted to accumulate or remain on any tract. In the event any owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Declarants or Board of Directors of the Association, upon Two-Thirds (2/3) vote of its Board of Directors, and after Fifteen (15) days notice to the Owner, shall have the right, through its agents and employees, to enter upon said tract and perform necessary maintenance, repairs and restoration, or remove any offending material or object. Such action shall not be deemed a trespass and all costs of same when performed by the Declarants or Association shall be added to and become part of the assessment of which each tract is subject.

7. Lot Owners are to mow or brush hog all open areas on their lots at least one time per year, by July 1, of each year.

8. No part of any tract may be sold or used as a road or right of way to any land outside the property without the advance written permission of the Declarants.

9. The Association by a vote of two-thirds (2/3) of its members may make additional rules, covenants and restrictions for the use of the Property, which together with the above may be enforced by fines or other penalties.

10. The installation of any satellite reception equipment shall be done in an area, when possible, which shall conceal the dish. Only black mesh dishes are permitted.

ARTICLE V
GENERAL PROVISIONS

(635

1. Declarants reserve the right to replat any tract or tracts prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent Declarants from imposing additional covenants or restrictions on any Tract not already conveyed by them. No tract in said subdivision may be resubdivided by the Purchaser, his heirs, successors or assigns into a Tract of less than two (2) acres and any residual tract must contain at least (2) acres.

2. In the event, state, local government, any utility, cooperative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees by the acceptance of the deed do hereby agree to pay their proportionate share for the cost and expense of the construction, maintenance and operation thereof, as the same cost is determined by the appropriate authority.

3. All sewage disposal systems constructed on said Tracts shall conform to the regulation of the appropriate West Virginia Department of Health. Free standing toilets are prohibited. No building shall be constructed and no water well shall be drilled on any tracts until a sewage disposal and well permit has been obtained from the West Virginia Department of Health.

4. Fifteen (15") inch minimum culverts must be used in all driveways leading from any subdivision roads and must be at least thirty (30') feet long.

5. No truck, buses, junk cars or unsightly vehicles of any type or description may be left or abandoned on said tracts.

6. Declarants reserve the right to grant easements for installation and maintenance of all utilities between the property lines and the building set back lines of all tracts, in addition to easements reserved by any other instrument duly recorded.

7. The Association, of any Owner, shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provision of this Declaration. Failure by the Declarants or Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land.

9. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by Judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

10. Cutting of trees to be permitted for driveways, septic systems, buildings, to improve views, dying trees and for replacing with more desirable varieties. In no case is there to be random clear-cutting except with the written permission of the Declarants or the Association.

11. Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter, singular number includes the plural and plural number includes the singular.

12. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months.

636

13. The Declarants reserve unto themselves, their heirs and assigns, the right to erect, maintain, operate and replace telephone and electric light poles, conduits and related equipment and sewer, gas and water lines and the right to grant easements or rights of way thereof, on, over and under a strip of land twenty (20') feet wide along both sides of the forty (40') foot wide rights of way and along all property lines not serving as the centerline for rights of ways, in addition to easements reserved by any other instrument duly recorded, which right shall be delegated to the GREENFIELDS PROPERTY OWNERS ASSOCIATION at the same time as the maintenance of said roads, etc., as more clearly defined in ARTICLE III--Number 2, and who shall assume full responsibility for the same.

14. Each lot owner shall have the right of ingress and egress from his lot over the rights of way and roadways as shown on the subdivision plat.

15. The use of any motorcycles, dirt bikes, all terrain vehicle or motor vehicles without proper noise abatement equipment is prohibited within the subdivision.

16. Lot Nos. Thirty (30) and Thirty-One (31) of GREENFIELDS SUBDIVISION, are to share the entrance driveway off of County Route 3 and are to also share the upkeep and maintenance of said driveway equally.

17. Any garage or other improvements on said real estate must conform generally in appearance and material with any dwelling on said lot.

WITNESS the following signature and seal, this the 19th day of July, 1995.

Bill Whitson

BILL WHITSON (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO/WIT:

I, *Pamela K. Kimble*, a Notary Public within and for the county and state aforesaid, do hereby certify that Bill Whitson whose name is signed to the foregoing and annexed writing bearing date of the 14 -day of June, 1995, has this day acknowledged the same before me in my said county.

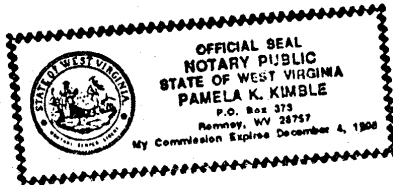
Given under my hand this 19th day of July, 1995.

My Commission expires December 4, 1998.

Pamela K. Kimble

NOTARY PUBLIC

The above instrument was prepared by:
Ralph W. Haines, Attorney at Law
Romney, WV 26757



STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

RA
A
F

Be it remembered that on the 21st day of July, 1995, at 11:31 A.M. this Covenants 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. *shl*