

DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND RESERVATIONS PERTAINING  
TO "ROLLING ACRES", MOOREFIELD DISTRICT,  
HARDY COUNTY, WEST VIRGINIA.

The conveyance of all said tracts or parcels of real estate within "Rolling Acres" shall be made subject to the following protective covenants, restrictions and reservations, all of which shall be legally construed as running with the land, and shall be binding upon the heirs and assigns, successor and successors in title of all the grantees in deeds now and hereinafter made by said grantors and owners thereof:

1. The grantors reserve unto themselves, their successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, or to grant easements or rights-of-way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the rear, side or front lines of the land herein conveyed.

2. Not more than one unit of residence shall be erected or maintained on the land herein conveyed. There shall be no further subdivision of any tract. No business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock or poultry shall be kept or raised on said land, with pets, saddle horses and beef for own consumption excepted.

3. No trash, ashes, garbage, debris, junk or other refuse shall be dumped or stored on any tract nor be thrown into any right-of-way, route of general access, or common area.

4. All tracts, whether occupied or unoccupied, and all improvements placed thereon, shall be maintained at all times in such manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or other refuse thereon. No trucks, buses, old cars or unsightly vehicles of any type or description shall be left, abandoned, or used as

residence on said land.

5. The said grantors do hereby grant and convey to the said grantees, their heirs, successors and assigns, the right to use in common the streets and rights-of-ways constructed and designated and such right of ways are to be used in common with other land owners of Rolling Acres, together with the full, free and uninterrupted right of ingress and egress at any and all time. No personal property of any tract owner or other person shall be stored in any such areas.

6. The said grantors shall be and remain fully responsible for the maintenance of existing roads and common areas in Rolling Acres until fifty (50%) per cent of all the tracts designated in Rolling Acres are conveyed after which such function together with any improvement of any road or common area, shall be the sole and exclusive function and responsibility of the Rolling Acres Property Owners Maintenance Association, an organization made up of all the owners in Rolling Acres. From and after the happening of this last event, the Developers shall be deemed to be a member of the Rolling Acres Property Owners Maintenance Association and entitled to one vote for each tract which the Developers still own in the development. Such rights and privilege of the Developers will cease upon completion of the sale of all remaining tracts in the Rolling Acres Development.

7. All tract owners, in accepting a deed or contract for any tract in Rolling Acres, or by assuming ownership thereof, shall become a member of, and subject to the obligations and duly enacted by-laws and rules of the Rolling Acres Property Owners Maintenance Association. It shall be the sole responsibility of said members to organize and operate the Rolling Acres Property Owners Maintenance Association. Under no circumstances shall there be more than one vote per each tract owned in said organization and operation of the Rolling Acres Property Owners Maintenance Association.

8. For the purpose of maintaining roads, rights-of-way and common areas, the Rolling Acres Property Owners Maintenance Association may periodically, fairly and proportionately assess its members, in order to raise such revenues as may reasonably be required, to fulfill such functions and meet its obligations and said Association shall have a lien upon every tract in "Rolling Acres" to secure the prompt payment of all assessments against its owner or owners. In the event any such assessment remains unpaid for a period of ninety (90) days, it may be enforced in law or equity as in the case of any lien foreclosure; provided, however, that the same shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith for value. Any such assessment made by the Rolling Acres Owners Association may not exceed \$25 per year per tract owner; however, any additional reasonable amount deemed necessary for the common interest of all members can be made only upon the approval of a majority of the voting members of the association.

9. If the parties hereto, or any of them, or their heirs, successors or assigns, shall ever violate, or attempt to violate, any of the covenants, restrictions or reservations herein, it shall be lawful for any other person or persons owning any tract of real estate in said "Rolling Acres", to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate, any such covenant, restriction or reservation, either to prevent said person or persons from doing so, or to recover damages, dues or other assessments from said person or persons for any such violation.

10. Invalidation of any one of these covenants, restrictions or reservations herein set forth, by judgment or court order, shall in no way affect the validity of any other provision contained herein and all other provisions contained herein shall remain in full force and effect.

11. On or after January 1, 1987, these protective covenants, restrictions and reservations may be altered, changed, amended, or deleted, or new covenants, restrictions and reservations incorporated herein, if a majority of tract owners, as members of the Rolling Acres Property Owners Maintenance Association, should desire to do so, and any such changes shall be made on the basis of one vote per each tract owned.

DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND RESERVATIONS PERTAINING  
TO "ROLLING ACRES", MOOREFIELD DISTRICT,  
HARDY COUNTY, WEST VIRGINIA.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office November 7, 1989

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste

*Sue L. Haetman* Clerk.