

PROTECTIVE COVENANTS AND RESTRICTIONS  
OLD FIELDS, W. VA.

1. No tract containing an area of less than ten (10) acres shall be subdivided. Any tract containing an area of ten (10) acres or more may be subdivided only in such manner that no resulting tract shall contain an area of less than five (5) acres. As used in this paragraph, the term "subdivision" shall be deemed to include any division of ownership, use, or right or occupancy whatsoever.

2. All those tracts on the plat or plan of Old Fields attached hereto which are designated as park areas or roadways with all rights appurtenant thereto are hereby dedicated to the free use and enjoyment of the owners of the other tracts in Old Fields, jointly and severally, with their families and guests. No personal property of any tract owner or other person shall be stored in any such area. Said park areas and roadways may hereafter be conveyed or the permissible use thereof altered, only in the same manner as provided for the modification of these covenants and restrictions.

3. No tract park area or roadway in the subdivision shall be subjected to other than residential and recreational use and no activity for profit shall be conducted on any tract, except the rental of entire tracts.

4. No structure shall be erected closer than thirty (30) feet from the boundary line of any tract except that where two (2) or more tracts are used together than said setback shall apply only to outside boundaries.

5. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any tract, nor upon any building erected thereon, except directional and informational signs of the Grantors provided, however, that there may be placed on each tract a sign of reasonable size showing the owner's name or the name of the premises or both, and except as otherwise herein prohibited, a for sale sign having an area of not more than two (2) square feet. No tree in excess of fifteen (15) inches in diameter measured one (1) foot above the ground shall be cut except for the clearing of a building site and driveway thereto and in such event the same shall not

be done until immediately preceding the commencement of construction. Nothing herein shall prevent the removal of any diseased or dead tree. No tract or park area shall be commercially timbered.

6. No stream, watercourse, or spring on or near any tract may be contaminated or permanently blocked.

7. No temporary structure shall be placed or erected on any lot except those necessary for and incidental to construction operations and those constructed for such purposes shall be promptly removed when no longer required therefor.

8. No mobile home shall be placed on any tract; provided, however, that motor homes, campers, and tents may be temporarily utilized but shall not be left on any tract when not in use.

9. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed, screened, or so placed and kept as not to be visible from any road.

10. All tracts, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or other refuse thereon.

11. Any tanks for use in connection with any residence constructed on any tract, including tanks for the storage of fuel, must be buried or walled sufficiently to conceal them from the view from neighboring tracts, roads, or ways of general access.

12. 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.

13. No hunting of wild animals or fowl shall be permitted in Old Fields.

14. The construction of any driveway or roadway on any tract shall be done with the use of culvert or drainage pipe of an adequate size and type for drainage. After completion of any permitted construction or improvement the ground shall be left with a neat and orderly appearance with all trash and debris removed.

15. The Grantor shall have the right to grant suitable easements and rights-of-way to telephone and electric companies over any land in Old Fields so long as it shall retain ownership of any tract in Old Fields; thereafter the right to grant any such easement or right-of-way over any tract shall be vested solely in the owner of such tract, provided, however, that the right to grant any such easement over any common area or roadway easement shall be vested in the Old Fields Owners Association.

16. The grantor shall be and remain fully responsible for the maintenance of existing roads and common areas in Old Fields until seventy-five (75%) percent of all the tracts designated in the plat of Old Fields are conveyed by it, after which such functions, together with any improvement of any road or common area shall be the sole and exclusive function and responsibility of the Old Fields Owners Associations. The Old Fields Owners 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 the Association shall have a lien upon every tract in Old Fields 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, <sup>it</sup> may be enforced in 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.

17. For the purpose of maintaining roads, rights-of-way, common areas, waterfront, and all common community services of every kind and nature, required or desired within Old Fields for the general use and benefit of all tract owners, each and every tract owner, in accepting a deed or contract for any tract in Old Fields, or by assuming ownership thereof, shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Old Fields Owners Association.