

## **EXHIBIT 1**

### **DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF LANDING FIELD SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 6 day of May, 1996, by WOODLAND, INC., a Virginia Corporation ("the Declarant"). As the owner of all of that tract of land in Gore District, Hampshire County, West Virginia, shown on the attached plat and known as Lots 1 through 30 inclusive, Landing Field Subdivision. These protective covenants and restrictions do not apply in any way to any residual or residue of land which may be formed as a result of this subdivision. The tract of land thus identified shall be referred to in this Declaration as "the Property".

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall be covenants real running with the Property and every lot contained therein, whether or not specific reference is made to this Declaration in any deed or other instrument transferring or conveying any portion or all of such Property. These covenants shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### **ARTICLE I USE RESTRICTIONS**

The following restrictions shall apply to all of the lots in Landing Field Subdivision unless otherwise indicated below.

- a. Lots may be used only for recreational and single family residential purposes and for purposes incidental or accessory thereto, including one guest house, except that camping is allowed subject to the provisions of section f of this article.
- b. All exterior construction must be completed and closed within nine (9) months of the commencement of construction. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building construction operations, and in such cases for a period not to exceed six (6) months.
- c. No owner shall erect or suffer to be erected any structure within, or otherwise obstructed, any easement across his lot, nor divert or otherwise interfere with the natural flow of surface water, except that a pond which is approved by the proper authorities is permitted, nor obstruct any drainage ditch.
- d. As part of the development of any lot, the owner shall provide adequate off-street parking for himself and his guests.
- e. No sign of any kind larger than two square feet shall be displayed on any lot, except temporary signs in connection with the construction, lease or sale of buildings or lots, and except street names and directional signs.
- f. No trailer (i.e. one which can be towed by an automobile) or camper containing living or sleeping quarters may be placed on the Property, except for the purpose of camping for temporary periods or intervals, not to exceed thirty (30) consecutive days

or a total of ninety (90) days per calendar year. Any such campers or trailers cannot be located closer than 50 feet to any lot line. They must be fully self contained or connected to an approved septic system, except that legally registered recreational vehicles may be stored upon said lot if a permanent dwelling exists on said lot.

- g. Concrete or cinderblock foundations on houses must be targeted, or painted. Any mobile or modular or panelized home placed on any lot must be permanently installed on an appropriate foundation.
- h. No noxious or offensive trade or activity shall be carried on upon any lot or right-of-way, nor shall anything be done thereon which may become an annoyance or nuisance to the community. Without exclusivity, the following items and activities must be thoroughly screened by appropriate methods:
  - 1. Refuse containers (all refuse must be kept in closed sanitary containers at all times.)
- i. Each owner of a lot shall keep all improvements owned by him in good order and repair, such that the appearance of the property not detrimental to adjoining lots.
- j. The Declarant hereby creates a perpetual easement in favor of the Declarant and all lot owners on, over, under and across the ingress and egress easement area and on, over under and across a strip of land thirty (30) feet wide as follows:

There shall be a 30' public utility easement adjacent to all road rights-of-way and the perimeter boundary lines of this subdivision. In addition, there shall be a 30' public utility easement along all interior lot lines, 15' on either side of said lot lines as an easement appurtenant to each lot in the property for the installation, use, maintenance, repair, and replacement of public and private utilities, including sewer, water, gas, electricity, cable television, telephone, and telegraph. Said easement areas are not dedicated to the public. Any person exercising the easement rights granted hereby shall repair any damage to an easement area caused by such person, including but not limited to backfilling of trenches, replacement of pavement, sod, fences, shrubbery, and landscaping, but not the placement of large trees.
- k. All sewage disposal systems constructed on said lots shall conform to the regulations of the West Virginia Department of Health and any other appropriate local, state, or federal regulatory authorities. All sewage must be disposed of through an in-ground septic system. Out houses are not allowed.
- l. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes,
- m. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other household waste of any type or nature, as for cars, appliances, commercial or construction refuse or rubbish of any type.
- n. After the initial conveyance of each parcel by the Declarant herein, no further subdivision or re-subdivision of any lot shall be permitted under any circumstances, except that minor boundary line adjustments are permitted.
- o. No timber shall be harvested for commercial purposes.
- p. The following parcels are served by common driveways 1 & 2, 3 & 4, 6 & 7, 10 & 11 and 12 & 13. The cost of maintenance of said driveways is to be shared by owners of the parcels the driveways serve. This applies only to the parcels being served by common driveways and in no way applies to any other parcels in the Landing Fields

Subdivision. Lot 15, 16 & 17 will have a separate and exclusive road maintenance agreement as will parcels 18 thru 30.

- q. No single wide manufactured home may be placed on any lot except as temporary living quarter while a permanent dwelling is being build. However, in no event, shall it be permitted to stay on any lot for more than 18 months from the date it is originally placed on the lot.
- r. An easement for ingress and egress has been provided to serve lots 1, 2, 3, 4, 6, 7 and 8. If and when a road is constructed to serve these lots the cost of construction and maintenance of some shall be shared equally by the owners of lots 1, 2, 3, 4, 6, 7 and 8.

## **ARTICLE II GENERAL PROVISIONS**

- 1. Except as otherwise provided in paragraph 2 below, the protective covenants and restrictions contained in this Declaration shall continue in full force and effect until a termination or amendment of this Declaration is executed and acknowledged by the owner(s) of the majority of the lots in Landing Field Subdivision and recorded among the land records of Hampshire County. So long as the Declarant owns any lot or lots on the property, no such termination or amendment shall be effective without its consent.
- 2. Any owner of a lot shall have the right to enforce all provisions of this Declaration by any proceeding in law or equity. Failure to enforce any provision of the Declaration shall in no event be deemed a waiver of the right to do so thereafter, nor shall any liability attached to any person for failure to enforce such provision. In the event any owner brings any proceeding in law or equity against any other owner to enforce any of the provisions of this Declaration, the losing party shall pay all of the costs incurred by the prevailing party in such proceeding, including reasonable attorney's fees.
- 3. In construing this Declaration, the use of one gender or number shall imply the use of any other gender or number as the context may require.
- 4. The determination by any court that any provision of this deed is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions.
- 5. This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purposes of protecting and enhancing the value, marketability and desirability of the property.