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BOOK 134 PAGE 387

OLD FIELDS LIMITED PARTNERSHIP

DECLARATION AND ESTABLISHMENTS OF CONDITIONS
RESERVATIONS, COVENANTS AND RESTRICTIONS FOR OLD FIELDS

DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS, COVENANTS AND RESTRICTIONS FOR OLD FIELDS

KNOW ALL MEN BY THESE PRESENTS:

We, LAWRENCE H. BURD, JR. and J. DOUGLAS LAKE, as the only general partners of Old Fields Limited Partnership (hereinafter referred to as "the Grantor"), a limited partnership formed and existing pursuant to the laws of the State of Maryland, being the owner of all the following described premises, situate with the counties of Hardy and Hampshire, State of West Virginia, to wit: all that part and parcel of land conveyed to the Grantor by deed recorded in Deed Book 127, Page 653 and Deed Book 127, Page 656 of the land records of Hardy County, West Virginia, the same to be known as "Old Fields" (and hereinafter referred to as such) has established a general plan for the improvement, development, use and enjoyment of said premises, and does hereby establish the conditions, reservations, covenants, and restrictions upon which and subject to which all tracts and portions of tracts shall be used, improved, or sold and conveyed. Each and every one of these conditions, reservations, and restrictions, is, and all are, for the benefit of each owner of land in Old Fields or of any interest therein, and shall inure to and pass with each and every parcel or tract of Old Fields and shall bind the respective successors in interest of the present owner thereof. These conditions, reservations, covenants and restrictions are, and each of them, is imposed upon each and every such tract, all of which are to be construed as restrictive covenants running with the land and with the title of such tract, and with each and every part and parcel thereof.

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All of the following conditions, reservations, covenants and restrictions shall forever continue and remain in full force and effect at all times against the owner or owners of any tract in Old Fields, regardless of how title was acquired; provided, however, that these conditions, reservations, covenants and restrictions may be extended, modified, or rescinded in whole or in part by the owners of three quarters of the tracts designated by the plat or plan of Old Fields and such additional tracts as may result from any subdivision thereof in accordance herewith (a copy of said plat is attached hereto and hereby made a part of this Declaration) upon their execution, acknowledgement and recordation of a proper written instrument so indicating.

In the event of the violation or breach of any of the following conditions, reservations, covenants or restrictions, or a threatened breach thereof, the Old Fields Owners Association or the owner or owners of any tract or tracts in Old Fields, or both, jointly or severally, shall have the right to enjoin the same and in addition thereto, the right to recover just damages both for themselves and on behalf of all other owners of tracts in Old Fields, and upon their prevailing in any such action or actions they shall recover an additional award of all costs and expenses incurred in such proceeding, including reasonable counsel fees.

No delay or omission in exercising any rights, power, or remedy hereinabove provided shall be construed as a waiver thereof or acquiescence therein.

The invalidation by any court of any provision of this Declaration shall in no way affect any other provision and all other provisions not expressly invalidated shall remain in full

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force and effect.

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 then 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

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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

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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 seventy-five percent (75%) ownership of 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 responsi-

bility of the Old Fields Owners Association. 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, it 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.

18. No animal or animals, domesticated or otherwise, shall be kept or maintained upon any tract of Old Fields in such a manner as to create a nuisance to the owner or owners of other tracts in Old Fields; provided, however, that this provision shall not be construed as a leash law against domesticated pets.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 1 day of December, 1973.

Laurence H. Burd, Jr. (SEAL)
Laurence H. Burd, Jr.

J. Douglas Lake (SEAL)
J. Douglas Lake

STATE OF West Virginia
COUNTY OF Hardy

Before me, a notary public in and for the State and County aforesaid, personally appeared Laurence H. Burd, Jr. and J. Douglas Lake, in said State and County this 1 day of December, 1973, who did then and there execute the foregoing instrument and make oath that the same was done as their free and voluntary act and deed.

[Signature]
Notary Public

My commission expires: August 12, 1976

STATE OF WEST VIRGINIA, Hardy County Court Clerk's Office December 10, 1973

Conditions & Reservations
The foregoing ~~XXXXXXXXXX~~ together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Tested: Lee K. Hartman Clerk.

ARTICLES OF
OLD FIELDS OWNERS ASSOCIATION

The undersigned hereby create the Old Fields Owners Association and adopt the following articles, therefor:

Article I

The name of the Association shall be "Old Fields Owners Association" (hereinafter referred to as "the Association"), and said name shall be registered by the Association as its descriptive name pursuant to the laws of the State of West Virginia.

Article II
Purpose

1. The purpose for which the Association is organized is to provide an entity pursuant to Article 9A, Chapter 47 of the Code of West Virginia for the acquisition, ownership, maintenance, operation, improvement, and disposition of the common and recreational areas, roads, easements, and rights-of-way of the Old Fields development located in Hardy and Hampshire Counties of West Virginia (hereinafter referred to as "Old Fields") and further to exercise all the duties and obligations imposed upon the Association by the Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions For Old Fields (hereinafter referred to as "the Declaration").

2. The Association shall be not for profit and shall make no distribution of income to its members.

Article III
Powers

1. The Association shall have all the statutory powers of a corporation not for profit which may be granted to

it pursuant to Article 9A, Chapter 47 of the Code of West Virginia and which are not in conflict with the terms of these Articles.

2. The powers and duties of the Association shall include, but not be limited to, the following:

- (a) To make and collect assessments against members to defray costs, expenses, and losses of the Association.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace, operate, and improve the roads, rights-of-way, and the common and recreational areas of the Old Fields development.
- (d) To purchase insurance on all real and personal property which may be in its ownership, possession, dominion or control, and insurance for the protection of the Association and its members.
- (e) To reconstruct improvements after casualty.
- (f) To make and amend reasonable regulations respecting the preservation and use of the common and recreational areas in Old Fields and the personal property of the Association.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association, and any regulation for the use of the property in Old Fields.
- (h) To contract for the maintenance or improvement of roads and rights-of-way, and the management of park and recreational areas.
- (i) To employ personnel to perform such services as may be required for the proper operation of Old Fields.
- (j) To grant suitable easements and rights-of-way to telephone, electric, and other utility companies over any

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common area, park area or roadway in the Old Fields development.

(k) To purchase, acquire, hold, deal in, sell, lease, convey, exchange, pledge, mortgage and encumber any real estate or personal property or interest therein and execute deeds, leases, contracts, or other instruments in writing.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held by the Association for the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

Article IV Members

1. Every owner or co-owner of any tract or tracts in Old Fields shall be a member of the Association. No person who is not such an owner or co-owner shall be a member of the Association.

2. Change of membership in the Association shall be established by the recording in the public records of Hardy or Hampshire County, West, Virginia, a deed or other instrument establishing the transfer of record title to a tract in Old Fields and the delivery to the Association of either a certified copy of such instrument or a verified statement of the grantor of such instrument that the same has been recorded and setting forth the name and address of the grantee or grantees therein, the new tract owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The members shall have no individual interest in the funds and assets of the Association. Neither membership in the Association nor any incidents thereof shall be assigned,

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hypothecated, or transferred in any manner except as an appurtenance to a tract in Old Fields in the manner set forth in paragraph 2 above and any attempt to do so shall be void.

4. There shall be one vote in the Association for each tract in Old Fields, the same to be cast by the members owning such tracts, or their proxy, in the manner provided by the By-Laws. In the event that any tract is subdivided as permitted by the Declaration, the resulting tracts shall be recognized as separate tracts entitled to separate votes only when ownership thereof has been conveyed in good faith for value to new owners. Exact voting procedures and proxy rules may be specified by the By-Laws of the Association.

5. An annual meeting of the members shall be held at such time and place as shall be specified in accordance with the By-Laws. Additionally, the Directors or officers may call special meetings of the members in a manner not inconsistent with the provisions of the By-Laws.

Article V Directors

1. The affairs of the Association shall be managed by a Board consisting of such number of Directors as shall be determined by the By-Laws, but not less than five Directors, and in the absence of such determination shall consist of five Directors.

2. Directors of the Association shall be elected at an annual meeting of the members in the manner determined by the By-Laws. Directors shall be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors shall not be held

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until after seventy-five (75%) percent of all tracts designated in the plat of Old Fields have been conveyed by Old Fields Limited Partnership or until said Partnership may elect to cause the same to be held at a meeting of members upon at least thirty (30) days written notice mailed to all members, whichever shall first occur.

Article VI
Officers

The affairs of the Association shall be administered by officers elected by the members or by the Board of Directors. The officers shall serve at the pleasure of the body by which they were elected whether that be the members or the Board of Directors. The first officers of the Association shall be elected at the first meeting of the members at which the first Directors of the Association are elected.

Article VII
Indemnification

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof whether or not he is a Director or officer at the time such expenses are incurred, excepting cases wherein the Director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement

and reimbursement is deemed for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article VIII
By-Laws

The first By-Laws of the Association shall be those promulgated by the subscribers hereto. Said By-Laws may be altered, amended, supplemented, or rescinded in the manner provided by those By-Laws.

Article IX
Amendments

Amendments to these Articles of Association shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.
2. A resolution approving the proposed amendment may be proposed by either the Board of Directors or by the members of the Association. The Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than seventy-five (75%) percent of the number of votes which may be cast.
4. No amendment shall make any changes in the purpose of the Association, the qualifications for membership, or the voting rights of members without approval in writing by all members.
5. No amendment shall discriminate against any tract

owner or against any tract or class or group of tracts unless the tract owners so affected shall consent.

6. A copy of each amendment shall be filed with the Secretary of the State of West Virginia and a copy thereof, duly authenticated, shall be filed in the Office of the Clerk of the County Court of the Counties of Hardy and Hampshire, West Virginia.

Article X Term

The term of the Association shall be perpetual unless the Association is terminated by the unanimous action of its members.

Article XI Effective Date - Interim Provisions

1. Operation of the Association shall not commence and its powers and purposes shall not be effective unless and until (a) seventy-five (75%) percent of all tracts designated in the plat of Old Fields have been conveyed by Old Fields Limited Partnership, or (b) said Partnership elects to activate the same by so notifying all members in writing which notice shall include the date, time and place of the first annual meeting of members.

2. Until the first annual meeting of members at which officers and Directors are elected purposes of the Association shall be fulfilled and its powers exercised by Old Fields Limited Partnership, the developer of Old Fields.

3. The Subscribers shall, until the Association shall become effective, have the power to amend these Articles should the same be required to meet any requirement of law or terms which may be imposed by any governmental or regulatory authority or utility company.

IN WITNESS WHEREOF, we, the subscribers, have hereto
affixed our hands and seals this 7 day of December, 1973.

Lawrence H. Burd, Jr. (SEAL)
Lawrence H. Burd, Jr.
7323 Bradley Boulevard
Bethesda, Maryland

J. Douglas Lake (SEAL)
J. Douglas Lake

STATE OF West Virginia
COUNTY OF Hardy ss:

Before me, a notary public in and for the State and
County aforesaid, personally appeared Lawrence H. Burd, Jr. and
J. Douglas Lake in said State and County this 7 day of
December, 1973, who did then and there execute the fore-
going Articles of Association and make oath that the same was
done as their free and voluntary act and deed.

[Signature]
Notary Public

My commission expires: August 5, 1980

STATE OF WEST VIRGINIA, Hardy County Court Clerk's Office - December 10, 1973

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

Teste: Lue B. Shetruman Clerk.