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BUFFALO RIDGE RANCHETTES
SECTION II

479

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 11th day of October, 1984, by Bill V. Neff, hereinafter referred to as "Declarant".

WITNESSETH:

That, whereas Declarant is the owner of certain real property in Hampshire County, West Virginia, having acquired the same by Deed recorded in Deed Book No. 267 at page 546, among the land records of Hampshire County, West Virginia, which is more particularly described as follows: All that certain tract or parcel of land which was conveyed unto Bill V. Neff by B & B Ranches, Inc., by Deed mentioned above and containing 590 acres, more or less, as described in said Deeds and located and situate in the Bloomery District of Hampshire County, West Virginia.

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

NOW, THEREFORE, Declarant hereby declares that a portion 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, and 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 and assigns, and shall inure to the benefit of each and every owner thereof.

ARTICLE I-DEFINITIONS

1. "Association" shall mean and refer to the Buffalo Ridge Ranchettes 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 lot 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 brought within the jurisdiction of the Association.
4. "Lot" shall mean and refer to an numbered or lettered plot of land shown upon any recorded subdivision plat of the properties.
5. "Declarant" shall mean and refer to Bill V. Neff, his successors and assigns, if such successors and assigns shall acquire the remaining undeveloped lots from the Declarant for the purpose of development.
6. "Green Belt Zones" shall mean and refer to those areas of land shown on the subdivision plat, as amended from time to time in accordance herewith, as being intended to be devoted to the common use and enjoyment of all the owners and any lots that may be transferred to the Association for use.

1. Each Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of any lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. Class B Members shall be the Declarant, who shall be entitled to four (4) votes for each lot 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: August 31, 1985.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant shall assess initially, for each lot, One Hundred (\$100.00) Dollars, per year, for the use, upkeep and maintenance of the rights-of-way within all sections of said BUFFALO RIDGE RANCHETTES and such other common facilities as the said Declarant may provide therein, subject to any increase as provided hereafter.

2. Any assessment made pursuant to this paragraph, including 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 covenants herein written. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be raised by more than the assessment for the prior year plus a percentage increase not greater than the cost of Living Index Increase (urban) as published by the Department of Interior, Bureau of Standard. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Buffalo Ridge Ranchettes Property Owners Association and is deemed to covenant and agree to pay One Hundred (\$100.00) Dollars, per lot, per year, beginning, January, 1985, and to pay annually thereafter to the Property Owners Association, to be created as hereinafter set forth, an amount determined by the positive votes of owners of at least two-thirds (2/3) of the lots in said subdivision as necessary for the purpose of maintaining all fifty (50) foot wide rights of way and the roadways therein shown on the subdivision plats, and any common areas, including the removal of snow and the repairs and improvements of the roadways. During December of each year, beginning December 1984, the Association shall notify each lot owner, in writing as to the amount of the lot assessment which shall be due and payable by January 31st. In the event of a resale of one or more parcels in said subdivision, the obligation shall become the obligation of the new owners.

If the owner of any lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Property Owners Association may bring an action at law against the owner personally obligated to pay same and may also sell the lot involved at a public auction after advertisement once a week for four (4) successive weeks, in some convenient newspaper having general circulation in Hampshire County, and after thirty (30) days written notice mailed to the last known address of said owner. Cost of Sale shall be paid from the proceeds of the sale before the payment of amount involved. In exchange for Declarant's agreement to maintain said roadways and rights of way until December 31, 1984, the Declarant shall be exempt from the payment of said annual assessments.

On or before December 31, 1984 or when eighty (80%) per cent, of the lots have been sold, whichever occurs first, a property owners association shall be established with membership consisting of the owners (and only the owners) of each lot in the Buffalo Ridge Ranchettes, who shall have one (1) vote per lot owned. The Association shall be governed by the majority vote of the lot owners. A Board of Directors of three (3) to Five (5) members shall be selected by the lot owners.

ARTICLE IV USE RESTRICTIONS

1. No signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs for said lot not to exceed six (6) square feet in area (and must comply with the Hampshire County Ordinances relating to erection of signs), and except for directional and informational signs of Declarant.

2. No further subdivision is allowed on any lot of five (5) acres or less. Resubdivision must be in compliance with the Hampshire County Subdivision regulations and the Hampshire County Health Department ruling of two acre minimum for individual well and septic systems.

3. No owner of any lot shall interfere with the natural drainage or surface water from such lot to the detriment of any other lot. Consequently, in construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger, if necessary, shall be used in constructing the driveway in order to prohibit blockage of natural drainage. No parking is permitted upon any road within the property at any time; and as part of the development of any lot, the owner shall provide adequate off-road parking for himself and his guest(s).

4. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plats or any inspection sticker not more than six (6) months out of date shall be permitted to park on any lot. House trailers shall be placed on a solid foundation in wooded areas only. Setback lines for trailers shall be 100 feet from the centerline of road unless otherwise approved by the Declarant or its assigns. Temporary camping trailers may be placed on any lot provided Hampshire County and West Virginia State Laws concerning temporary camping are complied with.

5. 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 period not to exceed eight (8) months.

6. Not more than one single family residence shall be erected on a lot. Permanent residence shall contain a minimum of 320 square feet and seasonal cabins shall contain a minimum of 144 square feet of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. Seasonal cabins shall be placed in wooded areas only, 100 feet from the centerline of any roadway unless otherwise approved by Declarant or its assigns. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

7. Each lot shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot. No portion of any lot may be used as a roadway or right-of-way to any property not included on the above referenced plat, except that this restriction shall not apply to roadways or right-of-ways to any land now owned or hereafter acquired by Declarant, as well as established easements for adjoining land owners.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

- (a) Home occupations conducted by occupant.
- (b) Agricultural uses, including incidental uses and the construction of accessory buildings.
- (c) Not more than one (1) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association.

8. No building shall be erected closer than forty-five (45) feet from the front property line, nor closer than twenty (20) feet to the side or rear property lines, with the exception that where permitted and two or more tracts are used together for the consideration of one dwelling, then said twenty (20) feet setback shall apply only to outside lines. Set back for trailers and seasonal cottages outlined under #4 and #6.

9. All sanitation facilities constructed on any lot shall conform to the regulations of the West Virginia and Hampshire County Health Departments.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except for sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owners shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association upon a two-thirds (2/3) vote of its Board of Directors and after fifteen (15) days notice to the Owner, the Property Owners Association shall have the right, through its agents and employees to enter upon said lot and perform necessary maintenance (including mowing and removal of grass over 24" high in the form of hay), repairs and restoration or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the Assessment to which such lot is subject.

11. The Declarant reserved unto himself and his 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 fifty (50) foot wide rights of way and along all property lines not serving as the centerline for rights of way, in addition to easements reserved by any other instrument duly recorded.

12. Each lot owner shall have the right to ingress and egress from his lot over the rights of way and roadways as shown on the subdivision plat. No part of any lot may be sold or used as a road or right of way to any land outside the property without the advance, written permission of Declarant.

13. Reasonable cutting of wood or timber for personal use or for land clearing is permitted. However, no cutting of wood for commercial purposes will be allowed, until such property is paid for in full.

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

15. The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or debris shall be permitted to accumulate or remain on any lot. In the event any owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Declarant or Board of Directors of the Association, upon two-thirds (2/3) votes of the Board of Directors, and after fifteen (15) days notice to the owner, Declarant or Board of Directors shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance, repairs or restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and all costs of the same when performed by the Declarant or Association shall be added to and become a part of the assessment to which such lot is subject.

16. The "Green Belt Zones" shown on the subdivision plat shall constitute an easement for the use of all property owners and their guests in order that they may enjoy more fully the ecology and natural environment of Buffalo Ridge Ranchettes, Section II. Therefore, no permanent structure shall be erected within these zones.

17. If the parties hereto, or any of them, or their heirs and assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them for so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

18. Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. 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.

ARTICLE V GENERAL PROVISIONS

1. Declarant reserves the right to replat any lot or lots prior to delivery of a deed to an original purchaser. Noting herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot.

2. This property is currently subject to an oil and gas lease dated March 1, 1978, of record in the Clerk's Office of the County Commission of Hampshire County, West Virginia in Deed Book No. 233 at page 608, to Weaver Oil and Gas Corporation. Weaver Oil and Gas Corporation assigned their interest in and to said Oil and gas Lease to Exxon Corporation and Consolidated Gas. Upon purchase of property within Buffalo Ridge Ranchettes, Section II the owner of record of only lot or lots shall be entitled to any delayed rentals and/or royalties derived from said lease at the subsequent distribution thereof by said company. Said right to be assigned to owner in the deed of conveyance.

3. In the event of state, local government and utility, cooperative, declarant 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 erection, maintenance and operation thereof, as the same cost is to be determined by the appropriate authority.

4. All sewage disposal systems constructed on said lots shall conform to the regulations of the appropriate West Virginia Department of Health. Free standing toilets are also subject to the aforementioned requirements and shall be placed in a secluded area whenever possible. No building shall be constructed and no water well shall be drilled on any lot until a sewage disposal system permit has been obtained from the West Virginia Sewage Enforcement Office.

5. The Association, or any Owner, shall have the right to enforce, by any proceedings at law, or in equity, all restrictions, conditions covenants, reservations, liens, and charges not and hereafter imposed by the provisions of this Declaration. Failure by the Declarant 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.

6. Additional property may be annexed to the Property Declarant.

7. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety (90%) per cent, of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the lot owners.

Invalidation of any of the covenants, restrictions, or other provisions of this declaration by Judgement or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

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

IN WITNESS WHEREOF the said Bill V. Neff being the Declarant herein, has caused this Declaration to be signed.

Bill V. Neff (SEAL)
BILL V. NEFF

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

I Patricia L. Duckworth, a Notary Public within and for the county and state aforesaid, do hereby certify that Bill V. Neff, whose name is signed to the foregoing and annexed writing bearing date of the 11th day of October, 1984, has this day acknowledged the same before me in my said county.

Given under my hand this 11th day of October, 1984.

My Commission expires December 4, 1988.

Patricia L. Duckworth
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: October 84, at 1:58 P M.,
Be it remembered that on the 26th day of October, 1984, at 1:58 P M.,
this Declaration of 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.