

630
957-450

BOOK 957 PAGE 450

DECLARATION OF
COMMON INTEREST COMMUNITY
INCLUDING RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
MEADOW LAND SUBDIVISION

TABLE OF CONTENTS

SECTION	TITLE	PAGE
I.	SUBMISSION TO COMMON INTEREST COMMUNITY	1
II.	CIC NAME AND LOCATION	1
III.	THE LAND	1
IV.	DEFINITIONS	2
V.	THE ASSOCIATION	6
VI.	ASSESSMENTS, LIENS AND RECORDS	19
VII.	PLATS	23
VIII.	THE UNITS - USE, TRANSFER AND OTHER RESTRICTIONS AND RIGHTS	24
IX.	WARRANTY OF QUALITY	41
X.	REMEDIES	42
XI.	AMENDMENTS	43
XII.	NOTICES	
XIII.	SEVERABILITY	45
XIV.	PERPETUITIES AND RESTRAINTS ON ALIENATION	46
XV.	TERMINATION AND EMINENT DOMAIN	49
XVI.	SEPARATE TITLES AND TAXATION	49
XVII.	RIGHTS AND OBLIGATIONS OF GRANTEES	49
XVIII.	HEADINGS	49
XVIX.	DESCRIPTION INCLUSIONS BY REFERENCE	50
XX.	SUBMISSION TO LAW	50

DECLARATION OF COMMON INTEREST COMMUNITY

FOR

MEADOW LAND SUBDIVISION

THIS DECLARATION, effective the 1st day of March, 1987, by MEADOW LAND DEVELOPMENT CORPORATION, (hereinafter referred to as "DECLARANT"), the owner of certain real estate and improvements thereon and appurtenances thereto, as designated on the plats attached hereto, as for DECLARANT, and DECLARANT'S grantees and assigns, hereby makes the following declaration:

I. SUBMISSION TO COMMON INTEREST COMMUNITY OWNERSHIP

DECLARANT does hereby submit as a Planned Community the real estate as described herein, together with all roadways, improvements and other permanent fixtures now and later situated thereon, and thereof and all rights and privileges pertaining thereto (hereinafter referred to as "SUBDIVISION") to the Common Interest Community (hereinafter referred to as "CIC") form of ownership in the manner provided for by Chapter 36B of the West Virginia Code, as amended to the date hereof (the "Uniform Common Interest Ownership Act").

II. CIC NAME AND LOCATION

The name by which this CIC is to be identified is MEADOW LAND SUBDIVISION. The property comprising the SUBDIVISION is located in Morgan District, Monongalia County, West Virginia.

III. THE LAND

The land submitted to the CIC form of ownership by this

instrument is to be known and designated as "Meadow Land Subdivision," (sometimes hereinafter referred to as "Meadow Land" or "Subdivision") as more fully shown on the Plats recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet No. 2, Envelopes Nos. 345 A & B; 346 A, said plat references and any later amendments are hereby made a part for all pertinent purposes, and being part of the same parcel of real estate conveyed to the Declarant by a deed of conveyance from Mabel Doloris Martin, et al, dated the 27th day of January, 1986, and recorded in the aforesaid County Clerk's Office in Deed Book No. 937, at Page 63; and by James Charles Burbridge and Mary K. Burbridge, husband and wife, by deed dated the 27th day of January, 1986, and recorded in said Clerk's Office in Deed Book No. 937, at Page 69. The legal description of the SUBDIVISION real estate being as more fully set forth on the aforesaid plats, and further delineated and described hereafter.

IV. DEFINITIONS

Definitions of some common terms further defined and used herein and referred to in other related documents are as follows, unless as used elsewhere, the text or context in which such term is used indicates another definition:

A. Association: Meadow Land Property Owners Association, Inc., a non-profit corporation, and any wholly-owned subsidiary thereof, its successors and assigns, which Association of Unit Owners is organized as and shall be the governing body for the maintenance, repair, replacement, administration and

operation of the CIC.

B. Board: The Board of Directors of the Association herein designated to act on behalf of the Association as the same are duly elected or appointed in accordance with the Articles of Incorporation and the By-Laws of the Association, none of which Articles or By-Laws may be inconsistent with this Declaration.

C. Building Control Committee: The Committee appointed by the Board of Directors composed of three (3) members with Declarant or its designee with at least one such member until date of relinquishment of Declarant control to the Association. The Committee shall approve or disapprove plans and specifications, including color, for all buildings, structures and improvements erected or placed on any Unit.

D. By-Laws: The By-Laws of Meadow Land Property Owners Association, Inc. as the same may be amended from time to time.

E. Common Elements: All of the CIC property other than the Units, including, without limitation, the land and all the improvements and appurtenances thereto, central utilities and services, areas of common use, being ALL PORTIONS OF THE CIC EXCEPT THE INDIVIDUAL UNITS. References to "Common Elements" on the Plats are solely for general information, and do not define or limit the Common Elements.

F. Common Expenses: Expenditures made by or financial liabilities of the Association, together with any allocations to reserves, a portion of which may be assessed to individual Unit Owners as set forth hereafter.

G. Common Interest Community: The real estate with respect to which a person, by virtue of his ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvements of other real estate described in this Declaration. "Ownership of a Unit" does not include holding a leasehold interest of less than twenty (20) years in a Unit, including renewal options.

H. Declarant: Meadow Land Development Corporation, its successors and assigns, excluding as successors and assigns all purchasers and lienholders of any Unit and their successors and assigns. Declarant has reserved special declarant rights as set forth in Article VIII B(2)(C), and elsewhere herein.

I. Declaration: This document and any amendments thereto, properly recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia. This Declaration, combined with other instruments described herein and amendments thereto, shall be deemed to create a CIC.

J. Development Rights: Any rights or combination of rights reserved by Declarant in the Declaration to (1) add real estate to a common interest community; (2) create Units, Common Elements within a CIC; (3) sub-divide Units or convert Units into common elements; or (4) withdraw real estate from the CIC.

K. Dispose or Disposition: A voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but the term does not include the transfer or release of a security interest.

L. Member: Any and every person or entity holding membership in the Association in accordance with Article V

hereof.

M. Plats: Those plats of survey and plans of the CIC heretofore described and recorded in the aforesaid Clerk's Office in Map Cabinet No. 2, Env. 345 A&B; 346A, together with those plats of the CIC hereafter recorded in said Clerk's Office, and any amendments thereto later filed of record in said Clerk's Office.

N. Unit: A physical portion of the common interest community designated for separate ownership or occupancy (Lot), the boundaries of which are described. EACH UNIT SHALL BE DEEMED TO CONTAIN AS APPURTENANT TO ITS OWNERSHIP AN UNDIVIDED FRACTIONAL INTEREST IN THE COMMON ELEMENTS, AS DETERMINED BY ARTICLE VIII B(2)(g).

O. Unit Owner: Any and every record owner, whether one or more persons or entities, of a fee interest in any Unit, excluding those holding such interest merely as security for performance of an obligation, and including as a Unit Owner the Declarant, as to all unclosed and unsold Units.

P. Special Declarant Rights: Rights reserved for the benefit of a declarant to (i) complete improvements indicated on plats and plans filed with the Declaration; (ii) exercise any development right; (iii) maintain sales offices, management offices, signs advertising the CIC and models; (iv) use easements through the Common Elements for the purpose of making improvements within the CIC or within real estate that may be added to the CIC; (v) make the CIC subject to a master association; (vi) merge or consolidate a CIC with another CIC of

the same form of ownership; or (vii) appoint or remove any officer of the Association or any master association or any Board of Directors member during any period of declarant control.

V. THE ASSOCIATION

A. Membership: Every person or entity who is an owner of a fee interest in any Unit, shall, by reason of ownership, automatically be a Member of the Meadow Land Property Owners Association and be subject to the rules, regulations, covenants and restrictions of this Declaration and the Articles of Incorporation, the By-Laws of the Association, and further subject to rule and regulation by the Association in accordance with this Declaration. Ownership of a Unit is the sole qualification for membership in the Association. Regardless of the foregoing, there is excluded from membership any person or entity having an interest in such a Unit merely as security for performance of any obligation. Following a termination of the CIC, Members shall be deemed to be all former Unit Owners entitled to distribution of proceeds hereunder. Membership as defined in the By-Laws shall not be inconsistent with the provisions of this Article.

B. Powers of the Association: Subject to other provisions of the Declaration, the Association may:

- (1) Adopt and amend By-Laws and Rules and Regulations;
- (2) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments for Common Expenses from Unit Owners;
- (3) Hire and discharge managing agents and other