

become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of liens for other assessments made by the Association. The lien under this section is not subject to the provisions of homestead, dower, curtesy or other like exemptions.

(3) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due.

(4) This section does not prohibit actions to recover sums for which subsection (1) creates a lien or prohibits the Association from taking a deed in lieu of foreclosure.

(5) A judgment or decree in any action brought under this section may include costs and reasonable attorney's fees for the prevailing party.

(6) The Association, upon written request, shall furnish to a Unit Owner a statement setting forth the amount of unpaid assessments against the Unit Owner's interest in real estate. The statement must be in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the Board and/or every Unit Owner.

(7) For the purpose of perfecting and preserving its lien, the Association shall give notice to the Unit Owner by registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the Assessment. The lien shall be discharged as

to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the Office of the Clerk of the County Commission of Monongalia County, West Virginia. The notice shall contain:

(a) A legally-sufficient description of the Unit;

(b) The name or names of the Owners of the Unit;

(c) The amount of unpaid Assessments due, together with the date when each became due; and,

(d) The date of recordation.

(8) The Clerk of the County Commission in whose office the notice is recorded shall index the notice in the appropriate lien books in the name of the Unit Owners as debtors and of the Association as creditor. The cost of recordation shall be assessed against any Unit Owner found to be delinquent.

(9) Upon payment of the Assessment, the Association shall execute a written release of the lien. This release shall be recorded at the expense a responsibility of the Unit Owner in the Office of the Clerk wherein the notice of the lien was filed.

E. Other Liens:

(1) Except as provided in subsection (2), a judgment for money against the Association (if recorded) is not a lien on the Common Elements, but is a lien in favor of the judgment lienholder against all of the Units in the CIC at the time the judgment was entered. No other property of a Unit Owner is subject to the claims of creditors of the Association.

(2) If the Association has granted a security interest in the Common Elements to a creditor of the Association pursuant to Article V, Section I, the holder of that security interest shall exercise its right against the Common Elements before its judgment lien on any Unit may be enforced.

(3) A judgment against the Association must be indexed in the name of the CIC and the Association; and when so indexed, provides notice of the lien against the Units.

F. Association Records: The Association shall keep financial records sufficient to comply with its duties of assessing, managing and dispersing CIC assets and to permit the Association to provide, upon request for a Fifty Dollars (\$50.00) fee relative to each Unit, a Unit Resale Summary setting forth information required by a Unit Owner selling to lawfully reconvey his Unit pursuant to West Virginia Code Section 36B-4-109, or as such requirements may, from time to time, be amended.

VII. THE PLATS

The Plats set forth the measurements, locations and other required data with respect to (1) the parcel and its exterior boundaries; and (2) the Common Elements. Declarant reserves the right to and may cause to be recorded from time to time amended plats or plans showing the actual locations and dimensions of the boundaries of the CIC, for which amended plats or plans are completed after the date hereof. In this Declaration, whenever the terms "plats" or "plans" appear, they shall be deemed to include such amended plats or plans as may hereafter be recorded pursuant to this paragraph.

VIII. THE UNITS - USE, TRANSFER AND OTHER
RESTRICTIONS AND RIGHTS

A. Legal Description: The legal description of each Unit is generally designated by the identifying number of such Unit as shown on the Plats of the CIC. No Unit Owner shall, by deed, plat, court decree or otherwise, sub-divide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. The identifying number for each Unit shall always be deemed to include all of that Unit's appurtenant ownership interest in all appurtenant rights, duties, covenants and restrictions herein set forth or referenced.

B. Use and Occupancy Restrictions: The following covenants, restrictions, limitations, regulations and agreements are hereby imposed upon Units in the CIC as shown on the Plat. Said Restrictions shall be binding upon all purchasers or other parties having any interest therein, and are intended to be covenants running with the land:

(1) UNITS F-2, G-3 AND J-4 are hereby dedicated to SALES MODEL USE by Declarant for the purpose of display and advertisement to and for prospective purchasers of Units, and other sales purposes. AT ITS SOLE OPTION, the Declarant may convey said Unit or Units after completing or dispensing with use of the same as a sale model IN WHICH EVENT SUCH CONVEYANCE SHALL BE FOR RESIDENTIAL USE, SUBJECT TO RESIDENTIAL USE RESTRICTIONS hereafter set forth.

(2) ALL UNITS SHALL ADDITIONALLY BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

(a) These restrictions shall apply to all Units of the Subdivision and any dwelling or appurtenance placed thereon shall only be used for personal residential purposes. These restrictions shall not be applicable to the other portions of the aforesaid parcels that were conveyed to the Declarant by the aforementioned two deeds, which said remaining acreage is specifically excluded and excepted from this Declaration.

(b) Any structure or appurtenance placed upon a Unit herein may be used only for the purpose of a single family residence. Further, no more than one (1) dwelling shall be erected or maintained on a Unit.

(c) Restrictive and protective covenants:

(1) Declarant reserves unto itself, its successors or assigns, the specific right to develop the Subdivision into four (4) separate phases with each such phase being designated upon a separate plat or plats of the Subdivision. This reservation shall remain valid and effective in Declarant and all persons claiming under it until March 1, 2020. The right may be renewed and extended for succession periods of ten (10) years each, unless an instrument in writing signed by Declarant is delivered to the Association relinquishing Declarant's right; however, Declarant shall not be entitled to designate more than one hundred sixty (160) Units within the Subdivision regardless of the manner in which the the Units are allocated to each phase.

Declarant reserves unto itself, its successors or assigns, prior to the transfer of title by deed of conveyance of the first Unit within a phase (1) the right to revoke or modify all or any part of these restrictions and protective covenants as the same relate to Unit boundary sizes and dimensions, and/or minimum square footage requirements for finished living space of any dwelling constructed on a Unit in such phase; (2) the right to vacate and/or modify in size or location any and/or all of the streets or utility easements or drainage rights-of-way now designated on the recorded plats of the Subdivision with respect to such phase.

Declarant further reserves the right to designate certain Units upon which construction is limited to slab houses, i.e., houses with "pad" foundations. It is Declarant's intention that three Units will be restricted to improvement by slab houses in both Blocks G and I. However, Declarant cannot make any assurance that other Units will not be restricted similarly. ALL UNITS RESTRICTED TO IMPROVEMENT BY SLAB HOUSE WILL BE SO DENOTED ON THE PLATS, EXHIBIT 1. PURCHASER MUST CHECK THE PLATS CAREFULLY FOR SUCH DESIGNATION PRIOR TO PURCHASE OF A UNIT.

Declarant's reserved rights as aforementioned to revoke or modify shall apply only prospectively to phases from which no lots have been sold and will not apply retrospectively to phases from which sales have been made EXCEPT THAT Declarant reserves unto itself in perpetuity the right to extend or enlarge existing roadways or easements within the Common Elements into areas outside the CIC to increase access for purposes of ingress

to and egress from the CIC or to permit others to use the utility rights-of-way for acquiring service. Declarant, its successors or assigns, shall not be permitted to reduce the minimum square foot area requirement for finished living space per dwelling in the entire Subdivision to less than one thousand, two hundred (1,200) square feet, exclusive of basements, porches, decks and garages.

Declarant, its successors or assigns shall not revoke or modify the restrictions and protective covenants or vacate, modify or relocate the streets or easements to such extent as would materially change the overall nature of the Subdivision without due cause.

SUBJECT to the foregoing reserved Declarant's rights, no dwelling shall be constructed upon any Unit in the hereafter-designated blocks which contains less than the specified square footage of finished living space, exclusive of basements, porches, decks and finished or unfinished garage(s).

PHASE I

BLOCKS	MINIMUM SQ. FT. OF FINISHED LIVING AREA	PROJECTED NO. OF UNITS
A	1200	18
B	1600	21
C	1300	10
E	1800	16