

termination. If any real estate is to be sold pursuant to the termination agreement, the agreement must set forth the minimum terms of sale.

(4) The Association, on behalf of the Unit Owners, may contract for the sale of real estate but the contract is not binding on the Unit Owners until approved pursuant to this section. Upon termination, if any real estate is to be sold following termination, title to that real estate vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all powers necessary and appropriate to effectuate the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale must be distributed to Unit Owners and lienholders as their interests may appear, in accordance with this section. Unless otherwise specified in the termination agreement, so long as the Association holds title to the real estate, each Unit Owner and the Unit Owner's successors in interest have an exclusive right to occupancy of that portion of the real estate that formerly constituted the Unit. During the period of that occupancy, each Unit Owner and the Unit Owner's successors in interest remain liable for all Assessments and other obligations imposed on Unit Owners by the Declaration.

(5) If a lien or encumbrance against a portion of real estate has priority over the Declaration and the lien or encumbrance has not been partially released, the parties foreclosing the lien or encumbrance, upon foreclosure may record



an instrument excluding the real estate subject to that lien or encumbrance from the CIC.

B. Eminent Domain: If a unit is acquired by eminent domain or any part of any Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the award must include compensation to the Unit Owner for that Unit and its allocated interests, whether or not any Common Element are acquired. Upon acquisition, unless a decree provides otherwise, that Unit's allocated interests are automatically re-allocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element. Further:

(1) Except as provided above, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless a decree provides otherwise, (i) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interests divested from the partially-acquired Unit are automatically reallocated to that Unit and to the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially-



acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

(2) If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken must be paid to the Association.

#### XVI. SEPARATE TITLES AND TAXATION

After conveyance by the Declarant, each Unit, together with its interest in the Common Elements, constitutes a separate parcel of real estate for all purposes. Each Unit so conveyed must be separately taxed and assessed.

#### XVII. RIGHTS AND OBLIGATIONS OF GRANTEES

Each Grantee of Declarant, by the acceptance of a deed of conveyance or of trust, accepts the same SUBJECT TO all restrictions, conditions, covenants, reservations, liens and charges, the jurisdiction, rights and powers created or reserved herein and ALL MATTERS SET FORTH IN THIS DECLARATION. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person at any time having any interest or estate in said land, and shall inure to the benefit of such Grantee in a like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

#### XVIII. HEADINGS

The headings or paragraphs and sections in this Declaration or the By-Laws are for reference convenience only and



shall not in any way limit or define the content or substance of such paragraphs and sections.

XIX. DESCRIPTION INCLUSIONS BY REFERENCE

The legal description of the real estate submitted to the CIC form of ownership is set forth on the Plats heretofore referenced and are made a part hereof by reference.

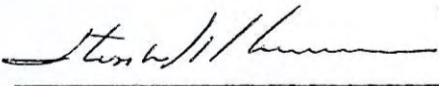
XX. SUBMISSION TO LAW

The Declarant, as the legal title holder in fee simple of the parcel expressly intends to, and by recording of this Declaration, does hereby submit the parcel and the property of the provisions of the Uniform Common Interest Ownership Act of the Code of the State of West Virginia, as amended to the date hereof.

THEREFORE

IN EXECUTION AND SUBMISSION OF THE WITHIN DECLARATION,  
NOW WITNESSETH THE NAME, SEAL AND SIGNATURE OF THE DECLARANT,  
MEADOW LAND DEVELOPMENT CORPORATION:

MEADOW LAND DEVELOPMENT  
CORPORATION,

BY 

Its President

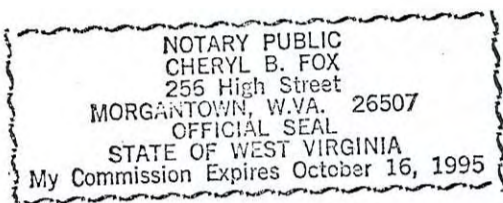
STATE OF WEST VIRGINIA,  
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this  
24th day of March, 1987, by Stephen K. Shuman, the  
President of MEADOW LAND DEVELOPMENT CORPORATION, a West  
Virginia Corporation, for and on behalf of said corporation.

My commission expires: October 16, 1995.

*Cheryl B. Fox*

NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:

John F. Wiley and  
Stephen K. Shuman  
Attorneys at Law  
256 High Street  
P. O. Box 842  
Morgantown, WV 26507-0842  
/cbf19A&B/20A&B

STATE OF WEST VIRGINIA,  
MONONGALIA COUNTY, TO-WIT,

I, THELMA J. GIBSON, Clerk of the County Commission of the County aforesaid, do certify that the  
aforesaid writing together with the certificates and \$ \_\_\_\_\_ cancelled State and County Excise Stamps,  
thereto attached was this day presented to me in my office, and was admitted to record therein, at 3:51  
o'clock P. M.

Given under my hand this 1 day of APRIL, 1987

*Thelma J. Gibson*, Clerk