

**DECLARATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION, INC.**  
**A West Virginia non-profit corporation, and**  
**a Statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A.**

This Declaration of Keyes Ferry Acres Maintenance Association, Inc., a West Virginia non-profit corporation, and a statutory Maintenance Association formed pursuant to WV Code Chapter 7, Article 12A, made this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Association”).

Whereas, Keyes Ferry Acres, sometimes also referred to on various recorded maps and plats as “Keys Ferry Acres”, “Keyes Feery Acres”, “Keys Ferry Subdivision” and “Keyes Ferry Subdivision” (hereinafter “Keyes Ferry” or “Subdivision”), is a common law residential subdivision situate east of the Shenandoah River in the Harpers Ferry Magisterial District of Jefferson County, West Virginia; and

Whereas, between 1964 and 1973, Howard W. Speaks, Sr., created the Subdivision by subdividing land into 750 original platted residential home-sites or lots (“Lots”) and certain roadways and common areas (“Common Areas”), all as depicted and shown on maps of plats for 36 separate phases or sections (“Sections”) of Keyes Ferry Acres; and

Whereas, the Sections, Lots and Common Areas are depicted and shown on that certain map entitled “Keyes Ferry Acres Subdivision” attached as **Exhibit A**; and

Whereas, Mr. Speaks’ original survey maps or plats establishing each of the 36 Sections are recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, as set forth on **Exhibit B** (hereinafter collectively “Section Plats”); and

Whereas, the common law division of land into lots, streets, alleys, parks and recreation areas depicted on a plat, and subsequent sale of the lots by reference to the plat without reservation, establishes an easement by private dedication appurtenant to each lot to use such streets, alleys and parks to the extent necessary to enjoyment and value of such lots; and

Whereas, Mr. Speaks conveyed the Keyes Ferry Acres Lots by reference to the recorded Section Plats and thereby privately dedicated the street, alley, park and recreation Common Areas as non-exclusive easements appurtenant to each Lot; and

Whereas, the Common Area streets depicted and shown on the Plats (“Roads”) are orphan roads and/or subdivision roads, within Jefferson County and outside of any municipality; and

Whereas, Howard W. Speaks, Sr. conveyed all of his remaining Lots to Oak Meadow L.L.C., a West Virginia limited liability company (“Oak Meadow”), by Deed dated June 29, 2000, which is recorded in the Office of said Clerk in Deed Book 976 at Page 445 (“Oak Meadow Deed”); and

Whereas, Howard W. Speaks, Sr. also conveyed to Oak Meadow his remaining fee interest servient estate to the Roads and Common Area easements; and

Whereas, the common law duty to maintain an easement in such condition that it may be enjoyed is upon those entitled to its use, in absence of some contractual or prescriptive obligation upon owner of servient estate to so maintain it; and

Whereas, the instruments creating Keyes Ferry Acres include no mechanism whereby the owners of the 750 Lots may collectively fulfill their shared duty to maintain their shared Road and Common Area easements; and

Whereas, the instruments creating Keyes Ferry Acres include express allocation of Road and Common Area easement costs and expenses among the Lots; and

Whereas, WV Code § 7-12A permits the Jefferson County Commission to form a statutory maintenance association for the maintenance and improvement of persons owning 60% of the properties on both sides of an orphan road, subdivision road, state road or public road in any unincorporated area; and

Whereas the Roads are orphaned subdivision roads and not, "State local service road[s]", "State road[s]", "Trunkline[s]", "Expressway[s]", "Feeder[s]", "Park and Forrest Road[s]" or otherwise "Public Roads" and as a result they are not part of "State Road System", all as defined by WV Code § 7-12A-1;

Whereas, the requisite statutory majority of owners of Lots in Keyes Ferry Acres identified on **Exhibit C**, desire that the Lots, Roads and parks and recreation area comprising the Additional Property be subjected to a statutory maintenance association to provide a mechanism for construction, improvement and maintenance of said Common Areas, with all Owners of all Lots in the Subdivision, comprising the members of the statutory maintenance association on an equal per Lot basis; and

Whereas, Oak Meadow supports and desires formation of a statutory maintenance association both in its capacity as a Lot owner and also in its capacity as owner of the fee underlying Roads and a fee interest in the parks and recreation areas; and

Whereas, Oak Meadow has agreed to convey its fee interest in the Common Area Roads, parks and recreation areas to the maintenance association established for Keyes Ferry Subdivision if and when formed by Order of the County Commission of Jefferson County, West Virginia; and

Whereas, a duly verified petition was made to the County Commission of Jefferson County by persons owning sixty (60%) percent of the Lots, requesting approval of the formation of a statutory maintenance association with regard to the Maintenance Area and Keyes Ferry Subdivision;

Whereas, said petition was accompanied by the Maintenance Area Map attached as **Exhibit A** defining the boundaries of the proposed statutory maintenance association for Keyes Ferry Acres; and

Whereas, said petition was also accompanied by this instrument, proposed articles of incorporation and bylaws of the proposed statutory maintenance association for Keyes Ferry Acres (together with the Maintenance Area Map collectively the "Maintenance Association Documents"); and

Whereas, the Maintenance Association Documents establishes residential Lots as units ("Units") for the purpose of allocating statutory maintenance association expenses and voting rights to land within the Maintenance Area; and

Whereas, the Maintenance Association Documents further authorize and empower the statutory maintenance association to act in a democratically organized representative capacity in behalf of the Lot owning members to maintain the Common Areas of Keyes Ferry Acres; and

Whereas, by Order attached hereto as **Exhibit D**, the County Commission of Jefferson County, West Virginia, approved the Maintenance Association Documents, established the Maintenance Area, and made Keyes Ferry Acres Maintenance Association, Inc., the statutory maintenance association for Keyes Ferry Acres (“Association”); and

Whereas, said Order further subjected all Lots and Common Areas to this Declaration, and made all owners of all Lots members of the Association for the purpose of maintaining the Common Areas; and

Whereas, the Association will be incorporated prior to recording of this Declaration by in the Office of the Clerk of the County Commission of Jefferson County, West Virginia; and

Whereas, this Declaration is recorded to create public record notice pursuant to WV Code 40-1-9, of all of the foregoing.

WITNESSETH, effective this \_\_\_\_ day of \_\_\_\_\_, 2017, the County Commission of Jefferson County, West Virginia, acting by and under the authority of West Virginia Code Chapter 7, Article 12A, et seq., and further acting upon petition of the persons identified on **Exhibit C**, being the owners of sixty (60%) per cent of the land subject to this instrument, hereby makes this Declaration.

**1.0 Definitions.** In this instrument the following terms shall have the meanings ascribed to them:

**1.1** “**Allocated Interest**” means each Unit’s share of the Common Expenses of, and votes in, Association.

**1.2** “**Assessment**” means the charge or levy by Association of its Common Expenses to each Unit in accordance with the Unit’s Allocated Interest.

**1.3** “**Association**” has the same meaning as “Maintenance Association” and means Keyes Ferry Acres Maintenance Association, Inc.

**1.4** “**Board**” and “**Board of Directors**” means the group of persons vested with management of the affairs of the corporation irrespective of the name by which the group is designated.

**1.5** “**Budget**” means the Association’s Common Expense budget prepared pursuant to Article 6 for the purpose of meeting Association’s fiscal needs.

**1.6** “**Common Area**” means all Roads, parks and recreation areas within the Maintenance Area that are owned by Association or within the jurisdiction of the Association for maintenance and improvement purposes. A Common Area may be fee or easement. The Common Area includes, but is not limited to, the real estate depicted on **Exhibit A**, which is the servient estate to the existing Roads, and also the parks and recreation areas designated in the Oak Meadow Deed to be conveyed from Oak Meadow to Association for the purpose of assuring that the Members of Association own and control said lands for their mutual benefit and protection. The Common Areas specifically include both the KFA Roads and also Common Areas A through K as listed on **Exhibit E** within the Maintenance Area Boundary depicted on **Exhibit A**.

**1.7** “**Common Expenses**” means all costs and expenses of the Association.

**1.8** “Commission” means the Jefferson County Commission.

**1.9** “Improvements” means any present or future street, Road, sidewalk, curbing, drainage facility, lighting, signage, or other improvement or fixture to a Common Area which is owned, constructed or maintained by Association for the benefit of the Units. Improvements shall not include any fixture, structure, pipe, drain, wire, conduit, paving, curb, mailbox, light, or other structure which is situate in a Common Area but owned by a private individual, a governmental entity, or a utility provider pursuant to a license, private third-party easement or otherwise with the specific intent of this limitation being to exclude driveways and other improvements placed in the Common Area by Unit Owners to service the Lot or Unit.

**1.10** “Lot” means the original building lot parcels depicted on the original Subdivision plats as opposed to Units which are the current, future and evolving configuration of Lots for allocation of voting rights and Common Expenses of the Association.

**1.11** “Maintenance Association” and “Association” mean Keyes Ferry Acres Maintenance Association, Inc., an incorporated non-profit association established pursuant to the requirements of WV Code Section 7-12A, and WV Code Chapter 31E.

**1.12** “Maintenance Association Area” means all of the Units and the Common Areas within the perimeter or “Maintenance Association Boundary” depicted and shown on **Exhibit A**.

**1.13** “Maintenance Association Boundary” means the perimeter of the Subdivision as depicted on **Exhibit A**.

**1.14** “Maintenance Association Member” and “Member” mean any person owning a Lot or Unit that fronts on either side of the Roads which are designated by this Declaration and includes all Owners of all Lots or Units. All Owners are members of Association and membership is allotted on a per Unit basis without regard to the number of Owners of a Unit.

**1.15** “Maintenance Association Documents” means this Declaration, and also the Articles of Incorporation, Bylaws and Rules and Regulations of Association, all as approved by the Commission as meeting the requirements of this article and filed with the clerk of the Commission, and any amendments or modifications thereto.

**1.16** “Maintenance” means the improvements to and upkeep of Common Areas and Improvements, including, clearing, grading, graveling, paving, patching, repairing, building, rebuilding, plowing, and maintaining the same for the protection of health, safety and welfare of Members and the general public.

**1.17** “Owner” means any and every record owner, whether one or more persons or entities, of a fee interest in any Unit, excluding those holding an interest merely as security for performance of an obligation and those holding only a leasehold interest or right to occupy a Unit. Ownership of a security interest in, or leasehold interest in, a Unit does not result in membership in the Association.

**1.18** “Requisite Majority” means the sixty (60%) percent or more of the Lots, with regard to the petition made to the Commission, and sixty (60%) percent or more of the Units with regard to certain actions by the Maintenance Association.

**1.19** “Roads” means all KFA Roads depicted and shown on **Exhibit A** or any of the Plats excluding therefrom all portions of the State Road System. Roads specifically include Barbara Lane, Beverly Place, Brook Road, Burkett Road, Cedar Hill Drive, Chestnut Drive, Rollison Road, Daisy Lane, Dogwood Road, Dogwood Place, Fox Drive, Greenwood Place, Greenwood Road, Greenwood Drive, Hardwood Circle, Laurie Drive, Hill Top, Honeysuckle Drive, Jeanie G Road, Kelly Drive, Keys Ferry Road, Lake Drive, Lakeview Drive, Maple Drive, Oak Drive, Oak Place, Oak Square, Renie Drive, Ridge Drive, Secret Place, Shady Lane, Shenandoah Drive, Short Drive, Wagon Trail, Wagon Trail Place, Walnut Circle, Walnut Hill Drive, and White Oak Drive. Certain Roads were renamed by Jefferson County as follows: Twin Lake Drive, Keyes Gap Road, Greentree Drive, Scarlet Oak Drive, Mata Lane, Bliss Road, Canyon Road, Little Brook Road, Renie Place, White Dogwood Road, White Dogwood Place, Honeysuckle Rose Drive, McArthur Drive, Hilltop Loop Road, Daisy Ridge Lane, Scarlet Oak Place, Pin Oak Square, Hardwood Lane, Wagon Trail Loop, and Old Chestnut Drive.

**1.20** “Unit” means a portion or parcel of land designated as a residential home site either by operation of the original Section Plats as modified or as adjusted by certain mergers of original Lots under the requirements, and with the approval, of the Jefferson County Planning Commission. This Declaration depicts and shows Units on **Exhibit A** for purposes of Allocated Interests and differs from the original Lot configuration to reflect and accommodate four (4) decades of real property conveyances, development and occupancy as well to accommodate future evolution of Keyes Ferry Acres in regard to the construction of homes to meet the needs of the people of Jefferson County. It is the express intent of this instrument that the definition of “Unit” shall be evolutionary to reflect consolidation, combination or subdivision of Lots in the future with the express written approval and consent of the Jefferson County Planning Commission.

**1.21** “WV NPCA” means the West Virginia Non-Profit Corporations Act which is codified as Chapter 31E of the West Virginia Code.

**2.0 Purpose of the Association.** The Association is established pursuant to WV Code § 7-12A-2 to maintain, insure, administer and regulate the Common Area within its jurisdiction and in accordance with the directives of its Membership. The Association is created with the objective of establishing and maintaining the Common Area, including existing and future Improvements thereto, which include, but are not limited to, the Roads, streets, drainage facilities, sidewalks, signs, street lights and other improvements necessary for the protection of health, safety and welfare of the Unit Owners and general public. Provided, that such Improvements shall not include any utility system, pipe, drain, wire, main, pole, conduit, cable, support, guy wire, transformer, other utility component or Improvement owned by any private party, public utility provider or any instrumentality, agency or division of State government, including, but not limited to the West Virginia Department of Transportation, or the County of Jefferson. The Association is formed to exercise its powers for the collective benefit of all Units and also the general public but shall owe no duty not otherwise imposed by law to any individual Unit Owner.

Association is further authorized to cause, make and complete Improvements to the Common Area for the benefit of the Keyes Ferry Acres, the Lots and Owners thereof and also the Association.

**3.0 Powers of the Association.** The Maintenance Association shall have all the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including without limitation, the powers set forth in WV Code § 7-12A-5, or WV Code § 31E-3-302, to:

- 3.1** Assess fees for essential services, and
- 3.2** Institute suits for the collection of past due and delinquent fees, and also attorney fees and court costs resulting from such collection efforts.
- 3.3** To sue and be sued, complain and defend in its corporate name;
- 3.4** To make and amend bylaws, not inconsistent with its articles of incorporation or with this Declaration or the laws of this state, for managing and regulating the affairs of the Association as a corporation;
- 3.5** Hire and discharge managing agents and other employees, agents and independent contractors;
- 3.6** Make contracts and incur liabilities; borrow money; issue its notes, bonds, and other obligations; and secure any of its obligations by mortgage, deed of trust, or pledge of any of its property, franchises, or income;
- 3.7** Regulate, improve the maintain, repair, replace and modify the Common Area and Improvements thereto;
- 3.8** Cause additional Improvements to be made as a part of the Common Area;
- 3.9** Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Area in the Maintenance Association Area may be conveyed or subjected to a security interest only pursuant with the prior written consent of the Requisite Majority of the Units;
- 3.10** Grant easements, leases, licenses and concessions through or over the real property or estate or interest in land owned by it;
- 3.11** Cause to be placed or kept in effect liability insurance on Common Area and Improvements thereto;
- 3.12** Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;
- 3.13** Exercise any other powers necessary and proper for the governance and operation of the real property and Improvements owned by it, and;
- 3.14** Employ and retain such professionals and other experts whose services may be reasonably required to effectively perform these duties.

**3.15** To invest and reinvest its funds;

**3.16** To elect directors and appoint officers, employees, and agents of the corporation, and define their duties;

**3.17** To impose or levy fines, penalties, dues, assessments, admission and transfer fees upon its members, provided, however, that admission and transfer fees shall be limited to actual expenses incurred as a result of changes of Unit Ownership or changes in membership; and

**3.18** To exercise such other powers as are expressly given it by this instrument, the Unit Owners or the County Commission.

**4.0 Conduct of Business.** Pursuant to West Virginia Code § 7-12A-4:

**4.1** The Association is and shall be a West Virginia non-stock non-profit corporation formed pursuant to the WV NPCA and shall conduct its business in accordance with said Act, and its Articles of Incorporation, Bylaws and Rules and Regulations, all as may be amended from time to time. This Declaration shall govern any conflicting provision in the Articles of Incorporation, Bylaws and Rules and Regulations. The Articles of Incorporation shall govern with regard to any conflicting provision of the Bylaws or Rules and Regulations. The Bylaws shall govern with regard to any conflicting provision of any Rules and Regulations.

**4.2** Except as set forth below, or otherwise as restricted by the Maintenance Association Documents, or applicable law, the Association's Board may act in all instances on behalf of the Association. The Board of Directors may not act on behalf of the Association to amend this Declaration contrary to Sections XI and XII, below, to terminate the Association, or to elect, or to determine the qualifications, powers and duties, or terms of office of Board members, but the executive board may fill vacancies in its membership for the unexpired portion of any term.

**4.3** The Association shall hold an annual Member meeting to elect a Board of Directors with no fewer than five (5) members. All directors shall serve two (2) year staggered terms. The term of a director elected or appointed to fill a vacancy shall expire at the next annual meeting of the Members at which directors shall be elected. Notwithstanding the expiration of a director's term, such director shall continue to serve as a director until his or her successor shall be elected and qualified or until there shall be a decrease in the number of directors. An increase or decrease in the number of Directors shall require the affirmative vote of a Requisite Majority of the Units.

**4.4** Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all Units represented and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

**4.5** A quorum for Association business at a meeting of the members shall be twenty (20%) per cent of the Units.

**4.6** Meetings of the Members and the voting rights of the Members shall be as set forth and provided for in the Bylaws.

## **5.0 Membership, Allocation of Voting Rights and Common Expenses.**

**5.1** All Owners are members of Association by virtue of the ownership interest in the Unit.

**5.2** Each Unit is allocated an equal share of all voting rights in Association and all Common Expenses of Association. Each Unit's share of the votes and Common Expenses is equal to a fraction wherein the numerator is one (1) representing the Unit and the denominator is equal to the total number of Units.

**5.3** Association membership, voting rights, and Common Expense liability are not alienable or severable from ownership of a Unit and run with the land. All Unit Owners are jointly and severally liable for the total Common Expenses of Association and all Owners of a Unit are jointly and severally liable for the share of Common Expenses allocated to the Unit.

**5.4** All voting shall be cumulative by Unit on Association business and the Owners of a Unit may not cast the vote allocated to the Unit in fractional shares. If the Owners of a Unit cannot cast a consensus vote, the vote allocated to the Unit shall be disregarded on any matter of Association business.

## **6.0 Budgets and Assessment of Common Expenses.**

**6.1** All Common Expenses shall be assessed equally to all Units in accordance with the Common Expense Allocations set forth in Section V. Provided, however, that any Common Expense attributable to misuse, abuse, damage or destruction to any Improvement to the Common Areas by the Owners or occupants of less than all Units, may be assessed to only the applicable Units.

**6.2** The Association's Board shall annually adopt a proposed Budget for the succeeding calendar year which shall be reasonably calculated to meet the anticipated costs and expenses of the Association for the succeeding calendar year. The Budget may include annualized future costs of reasonably anticipated capital expenditures to occur in future years for items such as comprehensive future paving, gravelling, clearing, grading or resurfacing of roads and streets, construction of drainage facilities appurtenant to roads and streets, and other Improvements. The Board shall thereafter send the Budget to all members of the Association by certified mail not less than thirty (30) days prior to the time the first installment due there under is payable. In the event that multiple owners share an address, only one notice per address need be sent by the Association. Revised Budgets may be adopted and amended mid-year or as needed to meet the actual costs of the Association.

**6.3** The proposed budget shall automatically pass and be assessed to the Units unless, the Owners of at least thirty (30%) percent of the Units, shall be signed petition delivered to Association within fifteen (15) days of the mailing, protest the Budget. In the event of a timely protest of the proposed Budget, the most recently enacted Budget of the Association shall remain in full force and effect until either: (a) the proposed Budget is ratified after protest by the Requisite Majority of the Units; or (b) a new Budget is proposed and published without subsequent protest by Owners of thirty (30%) percent of Units.



**7.0 Budget Requirements.** The Association's annual Budget shall include, without limitation, premiums relative to insurance covering the Common Areas and the Association's operations, premiums relative to officer and director errors and omissions insurance, the cost and expense of utilities, professional services, mailings, governmental filings, and Common Area repairs, snow removal, maintenance, and improvement, and all other annual or annualized operating expenses of the Association. Annualized costs may be anticipated capital expenses such as paving and may be included in multiple Budgets over multiple years to defer such costs over time by building a capital reserve. No assessment based on a Budget shall be due, or payable, until thirty (30) days after publication of the Budget. Any Budget may be made payable in installments.

**8.0 Accounts.** The Association shall deposit and maintain all monies collected by it in one or more bank or deposit accounts requiring the signatures of two (2) Board members for withdrawal, transfer or release of funds. Any surplus funds or monies remaining in the possession of the Association at the end of any calendar year for which the same were budgeted and collected shall be held by the Association and credited in favor of the Units on behalf of which the same were collected. Excess funds may not be refunded to the members without consent of the Requisite Majority.

**9.0 Special Assessments:** In addition to annual assessments and annual Budgets required above, the Board may periodically levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments shall be subject to the same notice, petition and approval requirements set forth in Article 6.0 with regard to Assessment of Common Expenses.

**10.0 Enforcement of Assessments.** All fees assessed under in accordance with this Declaration are declared to be debts owing to the Association for which the debtor Unit Owners shall be personally liable. The Association, or an individual designated to act for it, may enforce this liability by appropriate civil action in a court of competent jurisdiction. After being reduced to judgment and filed with the Clerk of the County Commission of Jefferson County, West Virginia, such liability shall be a lien on the debtor's Unit.

**11.0 Amendments to this Declaration.** Except as set forth in Article 12, this Declaration may not be amended contrary to West Virginia Code 7-12A, without the prior consent and approval of the Commission. This Declaration may otherwise be amended by the Association Board if authorized to do so by written petition signed by the Owners of at a Requisite Majority of all Units. No amendment hereto shall be effective until recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia. Any amendment requiring approval of the Commission shall be recorded with written authorization by the Commission as exhibit thereto, and any Amendment requiring approval of the Unit Owners shall be recorded with the authorizing petition of the Unit Owners as exhibit thereto.

**12.0 Consolidation and Subdivision of Units and Boundary Adjustments.** Changes to the boundaries and configuration of Lots are subject to planning and zoning approval by Jefferson County. For the purposes of voting right and Common Expense allocations hereunder, a consolidation of Units or subdivision of Units by Jefferson County shall re-allocate voting rights and Common Expenses to at all times remain on a per-Unit and per-permitted home site basis. For example, if Jefferson County approves combination of two (2) Units as one (1) home site, the resulting zoning and planning parcel will automatically be one Unit hereunder allocated one (1) Association vote and one (1) share of Association expenses. By further example, if Jefferson County permits one (1) Unit to be subdivided into two (2)

parcels to be the site of two (2) homes, each resulting home site would be one (1) Unit with one (1) Association vote and one (1) share of Association expenses. Minor boundary adjustments between Units will not trigger a re-allocation of voting rights and Common Expenses unless the total number of home sites within the Maintenance Area changes by consent or agreement of Jefferson County. Association shall, from time to time prepare and record an amendment to this Declaration with accompanying amendment to **Exhibit A** to reflect Jefferson County approved boundary adjustments, subdivisions, mergers or consolidations of Units and re-allocating the Allocated Interests to reflect changes in the total number of Units in the Maintenance Association.

**13.0 Conveyance or Encumbrance of Common Area.** The Board of Directors is expressly authorized to grant easements and rights-of-way through, over, under or across the Common Area without consent of the Requisite Majority. The Association, may, however, only convey a fee interest in the Common Area if: a) authorized by vote or written consent of the Requisite Majority; and b) all Common Areas are retained.

**14.0 Rules and Regulations.** Subject to the conflicts provisions of Section 4.1, Rules and Regulations may be enacted and amended by the Board for the purpose of explaining, interpreting and expanding the provisions of the Maintenance Association Documents, or otherwise governing the use and occupancy of any real property owned by Association. Provided, however, that no such modification to the Rules and Regulations shall be enforceable against any party until twenty (20) days after the Rules and Regulations have been published to all Unit Owners. Rules and Regulations may be enacted by the Association for any legitimate, non-discriminatory and permitted purpose so long as the Rules and Regulations do not conflict with the Declaration, Articles, Bylaws, or applicable law.

THE COUNTY COMMISSION OF JEFFERSON COUNTY,  
WEST VIRGINIA,

By: \_\_\_\_\_  
Commissioner Name: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner Name: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner Name: \_\_\_\_\_

STATE OF WEST VIRGINIA,

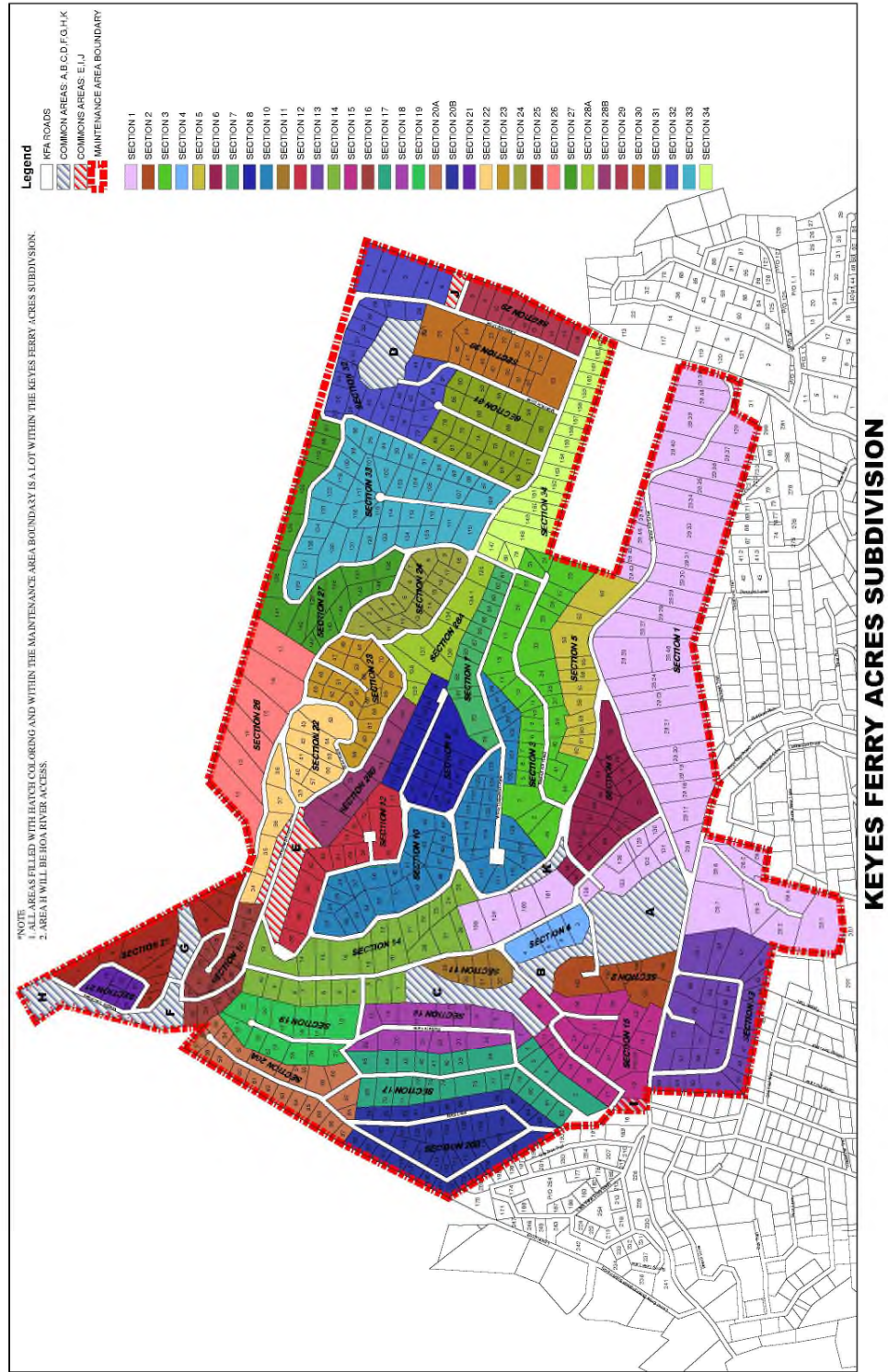
COUNTY OF JEFFERSON, to-wit:

The foregoing **DECLARATION OF KEYES FERRY ACRES MAINTENANCE ASSOCIATION, INC.,** was acknowledged before me, the undersigned Notary Public, by \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Commissioners.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# **EXHIBIT A** **MAINTENANCE AREA PLAT**



## **EXHIBIT B**

### **RECORD KEYES FERRY ACRES PLATS**

1. That certain Final Plat Section I, Keys Ferry Acres, dated May 19, 1964, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia ("Clerk's Office") in Book 267 at Page 90, as modified by that certain Plat of the Resubdivision of Lots 47-56 Section I, dated August 16, 1964, and recorded in Deed Book No. 275, at Page 114; and also as modified and amended by that certain Plat entitled Re-Subdivision of Lots #1 Through #7 Section #I "Keyes Ferry Acres Sub" dated August 16, 1964, and recorded in Book 269 at Page 163; and
2. That certain Final Plat Section II Keyes Ferry Acres, dated June 26, 1965, and recorded in Deed Book 274 at Page 304;
3. That certain Final Plat Section III Keyes Ferry Acres, dated December 4, 1965, and recorded in Deed Book 434 at Page 680;
4. That certain Final Plat Section IV Keyes Ferry Acres, dated July 16, 1966, and recorded in Deed Book 282 at Page 504;
5. That certain Final Plat Section V Keyes Ferry Acres, dated August 20, 1966, recorded in Deed Book 283 at Page 39;
6. That certain Final Plat Section VI ~ "Residential" Keyes Ferry Acres, recorded in Book 283 at Page 76, as modified and amended by that certain map or plat entitled ReSubdivision of Lots #1 THRU #4 Section VI Keyed Feery Acres, dated December 1, 1967, and recorded in Deed Book 272 at Page 358;
7. That certain Final Plat Section VII ~ "Residential" Keyes Ferry Acres, dated **September 17, 1966**, and recorded in Deed Book 284 at Page 121;
8. That certain map or plat entitled "Residential" Final Plat Section VIII Keyes Ferry Acres dated March 26, 1967, recorded in Deed Book 287 at Page 75;
9. That certain map or plat entitled "Residential" Final Plat Section IX Keyes Ferry Acres dated April 28, 1967, recorded in Deed Book 288 at Page 480;
10. That certain Final Plat, Section X – Residential Keyes Ferry Acres dated July 14, 1967, and recorded in Deed Book 288 at Page 481;
11. That certain Final Plat Section XI - Residential Keyes Ferry Acres dated August 26, 1967, recorded in Deed Book 290 at Page 521;
12. That certain map or plat entitled "Residential" Final Plat Section XII Keyes Ferry Acres dated September 20, 1967, recorded in Deed Book 290 at Page 522;

13. That certain map or plat entitled “Residential” Final Plat Section XIII Keyes Ferry Acres dated October 21, 1967, recorded in Deed Book 292 at Page 193 and also in Deed Book 293 at Page 151;
14. That certain map or plat entitled “Residential” Final Plat Section XIV Keyes Ferry Acres dated December 16, 1967, recorded in Deed Book 293 at Page 150;
15. That certain map or plat entitled “Residential” Final Plat Section XV Keyes Ferry Acres dated May 12, 1968, recorded in Deed Book 295 at Page 500;
16. That certain map or plat entitled “Residential” Final Plat Section XVI Keyes Ferry Acres dated July 26, 1968, recorded in Plat Book 1 at Pages 23;
17. That certain Final Plat “Residential” Section XVII Keyes Ferry Acres recorded October 3, 1969, in Plat Book 1 at Page 31;
18. That certain “Residential” Final Plat Section XVIII Keyes Ferry Acres recorded August 26, 1969, in Plat Book 1 at Page 25; and
19. That certain plat for Section “XIX Keyes Ferry Acres” recorded March 3, 1970, in Plat Book 1 at Page 79; and
20. That certain map or plat entitled Keyes Ferry Acres Section XX-A dated February 21, 1970, and recorded in Plat Book 2 at Page 249;
21. That certain map or plat entitled Keyes Ferry Acres Section XX-B recorded August 12, 1971, in Plat Book 1 at Page 239;
22. That certain Final Plat of Section XXI Keyes Ferry Acres recorded March 12, 1973, in Plat Book 2 at Page 363;
23. That certain map or plat entitled Section XXII Keyes Ferry Acres dated February 22, 1973, and recorded in Plat Book 2 at Page 365;
24. That certain map or plat entitled Keyes Ferry Acres Section XXIII recorded March 12, 1973, in Plat Book 2 at Page 367;
25. That certain map or plat entitled Keyes Ferry Acres Section XXIV recorded March 12, 1973, in Plat Book 2 at Page 369;
26. That certain map or plat entitled Keyes Ferry Acres Section XXV recorded November 23, 1970, in Plat Book 1 at Page 155;
27. That certain map or plat entitled Section XXVI Keyes Ferry Acres, dated August 12, 1971, and recorded in Plat Book 1 at Page 241;
28. That certain map or plat entitled Section XXVII Keyes Ferry Acres recorded March 12, 1973, and recorded in Plat Book 2 at Page 371;

**29.** That certain map or plat entitled Section XXVIII-A Keyes Ferry Acres recorded July 16, 1971 in Plat Book 1 at Page 223;

**30.** That certain map or plat entitled Section XXVIII-B Keyes Ferry Acres dated September 4, 1970, and recorded in Plat Book 2 at Page 373;

**31.** That certain map or plat entitled Section XXXIX Keyes Ferry Acres dated February 22, 1973, and recorded in Plat Book 1 at Page 221;

**32.** That certain map or plat entitled Section XXX Keyes Ferry Acres recorded April July 16, 1971, and recorded in Plat Book 1 at Page 219; and

**33.** That certain map or plat entitled Section XXXII recorded April 28, 1972, and recorded in Plat Book 2 at Page 309;

**34.** That certain map or Plat entitled Section XXXIII Keyes Ferry Acres recorded March 13, 1972, and recorded in Plat Book 2 at Page 295; and

**35.** That certain map or Plat entitled Section XXXIV Keyes Ferry Acres recorded March 12, 1973, in Plat Book 2 at Page 375; and

**EXHIBIT C**

**Petition With Signatures of Owners**

**COPY OF PETITION TO BE INSERTED**



**EXHIBIT D**  
**COMMISSION ODER**  
**COPY OF ORDER TO BE INSERTED**

## **EXHIBIT E**

### **Real Estate Owned by Oak Meadow to be conveyed to Association as Common Area**

- A. Parcel bound by Keyes Gap Road on south, Section I on the east, Twin Lake Drive on the north, and Section II and the former Howard Speaks office on the west. Property has a pond. Property is shown in part on Phase II plat.
- B. Parcel bound by Twin Lake Drive on the south, Section IV on the east, Kelly Drive on the north, Section IV and Section II on the west. Property has a pond. Property is shown in part on phase II plat.
- C. Parcel bound by Kelly Drive and Section XV on the south, Section XI on the east, Section XIV on the north, and section XVIII on the west. Property is not labeled on plats.
- D. Parcel within the Section XXXII plat area. Not plated as Lots. Labeled as "lake/other lands of Speaks". Also bound by Section XXX on the south. Property contains a pond.
- E. Parcel on both sides of Canyon Drive, bound by Section XII on the south, Section XXVIII B on the east, Section XXII on the north and Wagon Trail Road on the west.
- F. Parcel is bound by Section XXA, Section XVI and Wagon Trail Drive on the south, Wagon Trail Drive on the east and north and the former Barbara Ringer property on the west. Property is labeled as a lake on the Section XXV plat. Property contains a large pond.
- G. Parcel is shown on the Phase XXV plat, being bound by Renie Drive on the south and west. Property adjoins platted Lots on the east and north. Property is labeled "lake recreational area" on the Phase XXV plat. Property includes a very shallow pond.
- H. Parcel is east of the end of Wagon Trail road and extends to the Shenandoah River. The property was acquired by Howard Speaks via a deed of exchange from Barbara Ringer. The Parcel is contiguous to Wagon Trail road and it provides the Subdivision with access to the Shenandoah River.
- I. Parcel is shown as Lot 11 on the section XV plat and is to be conveyed for the future construction of a road to provide direct access from Keyes Gap Road to Kelly Drive thereby improving and shortening the access to the western side of Keyes Ferry Acres.
- J. The rest, residue and remainder of Lot No. 1, Section XXXII remaining after that certain deed from Howard W. Speaks and Irene G. Speaks, husband and wife, to James H. Edwards and Joan E. Edwards, dated May 4, 1977 which was recorded May 24, 1977, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia.
- K. Fee interest in all Roads subject to Common Easements.