

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEERFIELD VILLAGE SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by Wilmoth Construction, Inc., a West Virginia Corporation, hereinafter referred to as “Declarant”,

W I T N E S S E T H:

WHEREEAS, Declarant is the owner of certain property in the County of Jefferson, State of West Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit “A”.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit “A” hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit “A” hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section .1 “Association” shall mean and refer to Deerfield Village Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 2 “Owner” shall mean and refer to the record owner, whether a homeowner or building contractor, whether one or more persons or entities, of a 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.

Section 3 “Property” shall mean and refer to that certain real property described on Exhibit “A” hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4 “Common Area” shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the Owners, including private streets.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to Wilmoth Construction, Inc., a West Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. “Mortgagee” shall mean the holder of any recorded mortgage or the party secured or beneficiary of any recorded deed of trust, encumbering one of more of the Lots, “Mortgagee”, as used herein, shall include deeds of trust. “First Mortgage”, as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term “Mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term “holder” or “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.