

DECLARATION OF CONDITIONS, COVENANTS
RESTRICTIONS, AND EASEMENTS

THIS DECLARATION, made this 9th day of April, 1976,
by POTOMAC VALLEY PROPERTIES, INC., a corporation, hereinafter
called the Declarant,

WITNESSETH:

Whereas, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting the real property described in said Article I to the restrictions, covenants, reservations, easements, liens, assessments, and the charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors and interests in any owner thereof; and

Whereas, the Declarant has deemed desirable, for the efficient preservation of the values and amenities in said subdivision, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, the Declarant has incorporated under the laws of the State of West Virginia, as a non-profit corporation, THE WOODS HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the functions before said;

NOW, THEREFORE, THE DECLARANT DECLARES THAT THE REAL PROPERTY DESCRIBED in Article I, and such additions thereto as

may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, assessments and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

THE PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, assessments, and charges with respect to the various portions thereof set forth in the various articles and subdivisions of this Declaration is located in the District of Hedgesville, County of Berkeley, State of West Virginia, and is more particularly described as follows, to-wit:

"Stage 1, Section 2 of The Woods Subdivision as more fully shown upon a plat thereof prepared by John D. Emler and Associates, dated the 9th day of April, 1976, and more fully described as follows:

"Beginning at the concrete monument found in the easterly boundary of Sleepy Creek Public Hunting and Fishing Area, said monument marking the end of the N. 08° 06' 49" E. 2144.13 foot line in a deed dated November 18, 1972, from John D. and Charlotte Wood to Potomac Valley Properties, Inc., and recorded in Deed Book No. 263, at page 491; and thence running with said easterly line of Sleepy Creek Public Hunting and Fishing Area (1) N. 50° 26' 09" E. 547.74 feet to the center of a creek; thence running through the land of Potomac Valley Properties, Inc., with the center of said creek the following courses: (2) S. 18° 32' 02" E. 65.94 feet (3) S. 64° 00' 15" E. 105.63 feet (4) S. 44° 42' 30" E. 179.11 feet (5) N. 47° 07' 07" E. 52.38 feet (6) S. 80° 09' 09" E. 204.76 feet (7) S. 81° 48' 11" E. 197.00 feet (8) N. 70° 16' 28" E. 108.34 feet (9) S. 75° 57' 50" E. 41.23 feet (10) S. 84° 48' 20" E. 55.23 feet (11) S. 74° 31' 06" E. 177.13 feet (12) S. 59° 35' 26" E. 105.00 feet (13) S. 47° 42' 23" E. 153.50 feet (14) S. 86° 13' 15" E. 81.00 feet (15) S. 67° 41' 00" E. 60.00 feet (16) N. 30° 10' 36" E. 27.58 feet (17) S. 38° 47' 04" E. 143.68 feet (18) S. 64° 12' 29" E. 74.51 feet (19) S. 89° 02' 08" E. 111.00 feet (20) S. 63° 12' 47" E. 128.00 feet (21) S. 82° 21' 50" E. 43.67 feet (22) S. 52° 52' 02" E. 179.50 feet (23) S. 14° 27' 03" E. 96.00 feet (24) S. 54° 01' 53" E. 228.56 feet (25) N. 77° 16' 39" E. 63.50 feet (26) S. 66° 33' 00" E. 146.00 feet (27) S. 77° 36' 00" E. 135.00 feet (28) N. 79° 13' 30" E. 81.00 feet (29) S. 86° 52' 13" E. 94.58 feet; and (30) S. 61° 45' 35" E. 69.44 feet to a point in the westerly right-of-way line of The Woods Road (40 feet wide); thence across The Woods Road,

(31) S. 61° 45' 35" E. 41.09 feet to a point in the easterly right-of-way line of said Road, said point being the southwesterly corner of other lands of Potomac Valley Properties, Inc., known as Parcel "A", containing 23.8641 acres, adjacent to The Woods Subdivision; thence leaving said Parcel "A" and running through the land of Potomac Valley Properties, Inc., the following courses: (32) S. 15° 00' 00" W. 577.03 feet (33) N. 75° 00' 00" W. 549.38 feet (34) N. 72° 52' 07" W. 608.61 feet (35) S. 16° 19' 19" W. 111.43 feet (36) S. 36° 24' 09" W. 116.04 feet (37) S. 17° 06' 10" W. 68.01 feet (38) S. 08° 31' 51" W. 303.36 feet (39) S. 17° 23' 07" W. 180.84 feet; (40) 150.00 feet along the arc of a curve to the right whose radius is 850.00 feet, whose delta is 10° 06' 40", whose tangent is 75.20 feet, and whose chord is N. 58° 03' 20" W. 149.80 feet to a point of tangency; (41) N. 53° 00' 00" W. 315.00 feet (42) N. 03° 09' 16" W. 359.44 feet (43) N. 03° 02' 51" E. 235.19 feet (44) N. 15° 42' 07" E. 307.36 feet (45) N. 86° 44' 46" W. 100.00 feet (46) N. 10° 19' 06" E. 204.84 feet (47) S. 80° 11' 59" W. 490.00 feet (48) S. 10° 03' 18" W. 452.52 feet (49) S. 00° 08' 36" E. 171.63 feet (50) S. 07° 43' 58" W. 249.76 feet (51) S. 19° 26' 24" W. 90.14 feet (52) S. 11° 18' 36" W. 76.48 feet (53) S. 36° 01' 39" E. 68.01 feet (54) S. 11° 37' 48" E. 97.10 feet; and (55) S. 59° 20' 33" E. 58.62 feet to the center of a creek; thence continuing through the land of Potomac Valley Properties, Inc., with the center of said creek the following courses: (56) S. 65° 13' 29" W. 71.59 feet (57) N. 63° 26' 06" W. 55.90 feet (58) S. 47° 29' 22" W. 81.39 feet (59) S. 56° 18' 36" W. 126.19 feet (60) S. 84° 33' 35" W. 105.47 feet (61) N. 35° 32' 16" W. 43.01 feet (62) N. 82° 38' 51" W. 156.28 feet (63) N. 66° 02' 15" W. 49.24 feet (64) S. 77° 44' 07" W. 117.69 feet (65) S. 64° 50' 32" W. 84.77 feet (66) S. 79° 04' 43" W. 100.08 feet (67) N. 14° 02' 10" W. 41.23 feet (68) N. 53° 54' 45" W. 116.44 feet (69) S. 52° 38' 56" W. 38.87 feet, and (70) N. 48° 25' 55" W. 37.02 feet to a point in the aforesaid easterly line of Sleepy Creek Public Hunting and Fishing Area; thence with said easterly line (71) N. 08° 06' 49" E. 1710.69 feet to the point of beginning, containing 84.4090 acres."

Also a strip or parcel of land being The Woods Road and more particularly described as follows:

"Beginning at the end of the 31st or S. 41° 45' 35" E. 41.09 feet line of the above described 84.4090 acre tract; said point being the southwesterly corner of other lands of Potomac Valley Properties, Inc., known as Parcel "A", containing 23.8641 acres, and thence running reversely with said 31st line (1) N. 61° 45' 35" W. 41.09 feet to the westerly right-of-way line of The Woods Road; thence with the westerly and northerly right-of-way lines of said road (2) N. 15° 00' 00" E. 685.76 feet to a point of curvature; (3) 551.36 feet along the arc of a curve to the right whose radius is 290.00 feet, whose delta is 108° 56' 00", whose tangent is 406.07 feet, and whose chord is N. 69° 28' 00" E.

471.99 feet to a point of tangency; and (4) S. 56° 04' 00" E. 217.29 feet to the southwest corner of a parcel of land conveyed from Potomac Valley Properties, Inc., to Karl and Doris Stoecker in Deed Book No. 294, at page 166; thence with said parcel and continuing with the land of Stoecker (Deed Book No. 258, at page 570) (5) S. 56° 04' 00" E. 239.00 feet to a point of curvature; (6) 170.36 feet with the arc of a curve to the left whose radius is 850.00 feet, whose delta is 11° 29' 00", whose tangent is 85.47 feet, and whose chord is S. 61° 48' 30" E. 170.07 feet to a point of tangency; and (7) S. 67° 33' 00" E. 275.78 feet to a point in the westerly line of a 0.0566 acre parcel to be dedicated to public use for Mountain Lake Road (W. Va. Route 9/2); thence with said westerly line (8) S. 21° 47' 53" W. 64.72 feet to a point; thence leaving Mountain Lake Road and running through the land of Potomac Valley Properties, Inc., with the northerly and westerly lines of the aforesaid Parcel "A" the following courses: (9) 38.99 feet along the arc of a curve to the left whose radius is 25.00 feet, whose delta is 89° 20' 54", whose tangent is 24.72 feet and whose chord is N. 22° 52' 34" W. 35.15 feet to a point of tangency; (10) N. 67° 33' 00" W. 251.51 feet; (11) 178.38 feet along the arc of a curve to the right whose radius is 890.00 feet, whose delta is 11° 29' 00", whose tangent is 89.49 feet, and whose chord is N. 61° 48' 30" W. 178.08 feet; (12) N. 56° 04' 00" W. 456.29 feet; (13) 475.31 feet along the arc of a curve to the left whose radius is 250.00 feet, whose delta is 108° 56' 00", whose tangent is 350.06 feet, and whose chord is S. 69° 28' 00" W. 406.89 feet; and (14) S. 15° 00' 00" W. 695.17 feet to the point of beginning, containing 1.9410 acres."

AND BEING parts of the lands lying in Hedgesville District, Berkeley County, West Virginia, conveyed to Potomac Valley Properties, Inc., by the following deeds which are recorded in the office of the Clerk of the County Court of Berkeley County, West Virginia: (1) Deed dated May 17, 1972, from Joseph W. Shriver, et. al., recorded in Deed Book No. 260, at page 301; (2) Deed dated November 18, 1972, from John D. and Charlotte Wood, recorded in Deed Book No. 264, at page 491; (3) Deed dated February 28, 1973, from Frank A. and Jeannette W. Gunther, recorded in Deed Book No. 266, at page 730; and (4) Deed dated February 18, 1976, from Karl A. and Doris Stoecker, recorded in Deed Book No. 294, at page 166.

A plat of Stage 1, Section 2 of "The Woods Subdivision" prepared by John D. Emler and Associates, dated the 9th day of April, 1976, approved by the Berkeley County, West Virginia Planning Commission on May 17, 1976, and recorded in the office of the Clerk of the County Court of Berkeley County, West Virginia, immediately preceding this Declaration of Conditions, Covenants, Restrictions and Easements in Plat Cabinet 1, at Slide 5, is incorporated herein and made a part hereof by reference.

UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO, NO PROPERTY OTHER THAN THAT DESCRIBED ABOVE SHALL BE DEEMED SUBJECT TO THIS DECLARATION, IT BEING EXPRESSLY UNDERSTOOD, COVENANTED AND AGREED THAT THE PROPERTIES SHOWN IN STAGE 2 OF SECTION 2 AND

SECTIONS 1 AND 3 OF THE WOODS SUBDIVISION UPON PRELIMINARY PLATS PREPARED BY JOHN D. EMLER AND ASSOCIATES DATED THE 9th DAY OF JANUARY, 1976, SHALL NOT BE SUBJECT TO THIS DECLARATION OF RESTRICTIONS, ASSESSMENTS, COVENANTS, AND CONDITIONS THEREIN CONTAINED, UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO AS HEREINAFTER PROVIDED IN ARTICLE II HEREOF AND FURTHER THAT CERTAIN TRACT OF REAL ESTATE CONTAINING 23.8641 ACRES LYING EAST OF STAGE 1 OF SECTION 2 OF THE WOODS SUBDIVISION SHOWN AS PARCEL "A" UPON A PLAT PREPARED BY JOHN D. EMLER AND ASSOCIATES DATED THE 9th DAY OF APRIL, 1976, SHALL NOT BE DEEMED SUBJECT TO THIS DECLARATION OR THE RESTRICTIONS, COVENANTS, CONDITIONS, OR ASSESSMENTS CONTAINED THEREIN UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO.

THE DECLARANT MAY, FROM TIME TO TIME, AS HEREINAFTER SET FORTH, SUBJECT ADDITIONAL REAL PROPERTY TO THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS, LIENS, ASSESSMENTS, AND CHARGES HEREIN SET FORTH BY APPROPRIATE REFERENCES HERETO.

ARTICLE II

ADDITIONS TO THE PROPERTY SUBJECT TO THIS DECLARATION

a. (WITH CONSENT): Additional recreational property and common area may be annexed to the property subject to this Declaration with consent of a majority of each class of members.

b. (WITHOUT CONSENT):

1. Additional land within the areas described in the following listed deeds of record in the office of the Clerk of

the County Court of Berkeley County, West Virginia, and more fully shown as THE WOODS SUBDIVISION upon preliminary plats thereof prepared by John D. Emler and Associates, dated the 9th day of January, 1976, and given preliminary approval by the Berkeley County Planning Commission on March 15, 1976, may be annexed by the Declarant without consent of members within six (6) years of the date of this instrument:

- a. Real property conveyed to Potomac Valley Properties, Inc. by John B. and Charlotte Wood by deed recorded in the office of the Clerk of the County Court of Berkeley County, West Virginia, in Deed Book No. 264, at page 491.
- b. Real estate conveyed to Potomac Valley Properties, Inc. by Frank A. Gunther and wife by deed recorded in the aforesaid Clerk's office in Deed Book No. 266, at page 730.
- c. Real estate conveyed to Potomac Valley Properties, Inc. from Lacy E. Shriver, Single, by deed recorded in the aforesaid Clerk's office in Deed Book No. 292, at page 333.

2. Additional land within the area described in the following listed deeds of record in the office of the Clerk of the County Court of Berkeley County, West Virginia, and more fully shown as Parcel "A" upon a plat thereof prepared by John D. Emler and Associates dated the 9th day of April, 1976, may be annexed by the Declarant without consent of members within six (6) years of the date of this instrument; provided that Parcel "A" or any portion thereof that the Declarant wishes to annex is a recreational subdivision and that the same are similar in character as The Woods Subdivision:

- a. Real estate conveyed to Potomac Valley Properties, Inc. by Joseph W. Shriver by deed recorded in the aforesaid Clerk's office in Deed Book No. 260, at page 301.

3. Additional land within the areas described in the following listed deed of record in the office of the Clerk of the County Court of Berkeley County, West Virginia, and more fully described as approximately 400 acres lying north of West Virginia Secondary Route No. 9/22 and west of West Virginia Secondary Route No. 9/2 and abutting Section 3 of The Woods Subdivision on the south side, may be annexed by the Declarant without consent of members within ten (10) years of the date of this instrument provided that any subdivision of said 400 acres is a recreational subdivision and substantially of the same character as The Woods Subdivision:

a. Real property conveyed to John D. Wood by Back Creek Valley Orchard, Incorporated, by deed dated December 22, 1971, and recorded in the aforesaid Clerk's office in Deed Book No. 256, at page 436.

c. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing property.

d. The Declarant shall not and is not bound to make or proceed with the addition of the proposed properties.

e. MERGERS: Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the existing property except as hereinafter provided.

ARTICLE III

DEFINITIONS

Section 1: "Association" shall mean and refer to The Woods Homeowners Association, Inc., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described 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 by the Association for the common use and enjoyment of the Owners as reflected upon the plat or plats of the Properties subject to this Declaration, including the roads, parking areas, walking easements, and wells and pumping stations and the areas surrounding the same as delineated on said plat.

Section 5: "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: "Declarant" shall mean and refer to Potomac Valley Properties, Inc., a corporation, its successors, and assigns if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Declarant for the purpose of the development.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1: Members' Easements of Enjoyment: SUBJECT TO THE PROVISIONS OF SECTIONS 3, 4, 5, 6, 7, and 8, every owner shall have the right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every Lot.

Section 2: Title to Common Properties: The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than July 15, 1981.

Section 3: Extent of Owner's Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association, in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Properties, and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders rights hereunder shall be limited to a right after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the owners and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon possession of such properties shall be returned to the Association and all rights of the owners hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations; and

(d) The right of the Association to charge reasonable admission and other fees and assessments for the use, maintenance, upkeep, and capital improvement for the Common Properties, including the roads, parking areas, walking easements, wells, water distribution lines, easements, any required sewage treatment plant and distribution systems and any other properties added to the Common Properties; and

(e) The right of the Association to promulgate reasonable rules and regulations concerning the use of the Common Properties by the Lot Owners or their guests; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the owners, provided that no such dedication or transfer, determination as to purpose, or as to the condition thereof, shall be effective unless authorized by a majority of each class of members who are voting in person or proxy at a meeting duly called for this purpose written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set for the purpose of the meeting, and FURTHER PROVIDED, that the Declarant hereby specifically RESERVES, RETAINS AND EXCEPTS the right at any time prior to the dedication of the of the water production, treatment and distribution system to the Homeowner's Association, to dedicate the water production, treatment and distribution system to such public authority, utility or agency to be operated in accordance with the rules, regulations and statutes of West Virginia in such cases made and provided for, including the payment of rates set by law; AND ALSO PROVIDED that the Board of Directors of the Homeowner's Association shall have the specific right and authority to dedicate the water production, treatment and distribution system or the sewage collection and treatment plant hereinafter referred to, to such public authority, utility or agency to be operated in accordance with the rules, regulations, and statutes of West Virginia in such cases made and provided for, including the payment of rates set by law; and

(g) The water production treatment and distribution system and any future sewage treatment plant and collection system shall be operated in accordance with and subject to the rules, regulations, and statutes of West Virginia and appropriate public bodies having authority to regulate the same.

Section 4: Parking and Highway Rights: Owner's easements in the roads and parking areas shall be subject to the proviso that certain of the roads within the subdivision and properties lead from the State Highways to an area known as Sleepy Creek State Hunting and Fishing Area which abuts the subdivision and properties subject to this Declaration, and certain parking areas are provided along said roads adjacent to said State Park Area. Accordingly, the general public shall have the right to use the roads within the subdivision running in the most direct route from the public highways to the Sleepy Creek State Hunting and Fishing Area and the parking areas located along said road adjacent to said State Area for purposes of ingress to and egress from said State Area; provided, however, said use shall be limited to the hours of one (1) hour before daylight to one (1) hour after dark and further subject to such reasonable rules and regulations concerning speed and proper driving habits as may be promulgated by the Association.

AND FURTHER, THE OWNERS EASEMENT IN THE ROADS SHALL BE SUBJECT TO A RESERVATION AND PROVISO THAT, the Declarant, its successors and assigns shall have the right to use "The Woods Road" from the point where said road intersects with Mountain Lake Road to the southeasterly corner of Stage 1 of Section 2 of The Woods Subdivision for purposes of ingress to and egress from all of the Declarant's property surrounding the property which is the subject of this Declaration, more particularly known as the

real property acquired by Potomac Valley Properties, Inc. from John D. Wood and Charlotte Wood by deed recorded in the aforesaid Clerk's office in Deed Book No. 264, at page 491; the real property acquired by Potomac Valley Properties, Inc. from Frank A. Gunther and wife by deed recorded in the aforesaid Clerk's office in Deed Book No. 266, at page 730; the real property acquired by Potomac Valley Properties, Inc. from Lacy E. Shriver by deed recorded in the aforesaid Clerk's office in Deed Book No. 292, at page 333 and real property acquired by Potomac Valley Properties, Inc. from Joseph W. Shriver, et. al., by deed recorded in the aforesaid Clerk's office in Deed Book No. 260, at page 301, all of which properties may be added to the property which is the subject of this Declaration under Article II hereof, the Declarant specifically hereby RESERVING unto itself, its successors and assigns said right of ingress and egress between said surrounding properties as above-described and the public roads over "The Woods Road" as hereinbefore described, and said reservation with the right to use said road as herein retained by the Declarant, its successors and assigns shall be exercised and be in effect even though said surrounding property of the Declarant as aforesaid shall not be annexed or made subject to this Declaration. In the event the Declarant does not annex or subject said surrounding properties to this Declaration as provided in Article II hereof, then and in that event the Association shall have the right to charge and assess the Declarant, its successors or assigns, who shall be liable for and shall pay, a reasonable, common, non-profit road maintenance assessment for their use of "The Woods Road" as hereinbefore described which said charge shall be based not only on the Association's reasonable cost of maintaining said road but also on the Declarant, its successors or assigns amount of use of said

road. Should the Declarant, its successors or assigns abandon or release said reservation, then any road assessment allowed by this paragraph shall cease and terminate.

Section 5: The Declarant in engineering, constructing and installing the water production, treatment and distribution system has specifically and expressly sized the water production, treatment, and distribution system large enough to supply water to presently existing facilities upon and any and all additional and future developments upon the tract of land containing 23.6481 acres located east of Stage 1 of Section 2 of The Woods Subdivision shown upon a plat prepared by John D. Emler and Associates dated the 9th day of April, 1976, as Parcel "A", which said tract is not a part of The Woods Subdivision, and THE DECLARANT DOES HEREBY SPECIFICALLY RESERVE, EXCEPT AND RETAIN UNTO ITSELF, ITS SUCCESSORS OR ASSIGNS THE RIGHT TO HAVE SAID 23.8641 ACRE TRACT OF LAND, ANY IMPROVEMENTS THEREON, as now existing or as the same should hereafter be subdivided, connected to, served and supplied with water from the water production, treatment and distribution systems constructed in The Woods Subdivision at the same non-profit gallonage rate as provided for owners of Lots in The Woods Subdivision and that such reservation, exception, and retention shall be stated specifically in the deed of dedication from the Declarant to the Homeowner's Association. In addition, the Declarant, its successors, or assigns shall have the right to vote on any change of the water rate as provided in Article VI, and the Declarant, its successors and assigns in any balloting held on the change of the water rate shall have one (1) vote for each separately metered water location located within the aforesaid described area. Should the above-described area be subjected in whole or in part to this Declaration as provided in Article II hereof, then such area which is subjected to and added to the property subject to this Declaration shall have only

such membership and voting rights as are set forth herein for other members of the Association.

Section 6: The Woods Road in the proposed Section 3 of The Woods Subdivision, which area is specifically not subject to this Declaration at this time but may be annexed as hereinbefore provided, is subject to a right-of-way granted by Potomac Valley Properties, Inc. to John D. Wood, his successors, devisees, heirs, and assigns for purposes of ingress to and egress from and between Sleepy Creek Public Hunting and Fishing Area and other real estate acquired by John D. Wood from Back Creek Valley Orchard, Incorporated, by deed dated December 22, 1971, and recorded in the aforesaid Clerk's office in Deed Book No. 256, at page 436.

Section 7: Subject to that certain right-of-way granted to Karl and Doris Stoecker by Potomac Valley Properties, Inc., over the easterly portion of "The Woods Road" from Mountain Lake Road to the westerly property line of the Stoecker property for purposes of ingress and egress to the Stoecker property which said right-of-way is recorded in a deed of record in the office of the Clerk of the County Court of Berkeley County, West Virginia, in Deed Book No. 294, at page 166.

Section 8: Subject to the right of any duly constituted public authority and body in the State of West Virginia to condemn, take, and maintain as public roads the streets and ways within the Properties without any requirement or necessity of paying any property or lot owner for the land taken lying within the streets and ways within the property so long as all property and lot owners shall have full access to and the right to use said streets and ways.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration or which is in an addition authorized by this Declaration and subject to a properly recorded Supplementary Declaration of Covenants and Restrictions shall be a member of the Association; provided that any such person or entity who holds such an interest merely as a security for the performance of an obligation shall not be a member and further provided that all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use and all Common Properties and all Properties exempted from taxation by the laws of the State of West Virginia shall not be a member.

Section 2: Voting Rights: The Association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all those owners defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B members shall be the Declarant. The Class B members shall be entitled to three (3) votes for each Lot in which it holds the interests required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On July 15, 1981.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the lien and personal obligation of Assessments: The Declarant, except as hereinafter provided in Section 12, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for general capital improvements, and (3) special assessments for the construction and maintenance of a sewer treatment plant and collection system as more fully hereinafter provided for, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the

residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including the roads, parking areas, walking easements, and the water treatment production and distribution system and any future sewage collection and treatment plant or system and of the homes situate upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof, and a sewer treatment plant and collection system as required as hereinafter provided for, and the construction, repair, replacement, additions and extension of said sewer treatment plant and collection system and for the payment of taxes and insurances thereon, and for the costs of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments:

(a) Until the year beginning February 1, 1981, the annual assessment for all matters covered by this Article, exclusive of an assessment for the support and maintenance of the water production, treatment and distribution system and any future sewer treatment and collection system, shall be FIFTY DOLLARS (\$50.00) per lot. From and after February 1, 1981, the annual assessment for all of said areas and purposes may be increased by vote of the owners, as hereinafter provided, for the next succeeding three (3) years and at the end of such period of three (3) years, for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

(b) Until the year beginning July 16, 1981, the monthly minimal assessment for water usage from the central water system shall be SIX DOLLARS (\$6.00) per month for up to 1,500 gallons per month, payable semi-annually (July 15 and January 15), with and upon the condition, however, that if a Lot owner pays said minimum assessment on an annualized basis in full within one (1) month of the date of the beginning of the fiscal year, to-wit: July 16, said owner shall be given a discount from Seventy Two Dollars (\$72.00) to Sixty Six Dollars (\$66.00). The minimum hereinbefore provided for shall be paid by each owner whether the minimum is used or not.

In addition, all water usage shall be metered at the location of each individual residence, cottage or cabin, or other improvement, and from and after July 16, 1977, the Board of Directors of the Association shall determine the non-profit cost of producing and distributing the water to the Properties on a per-gallonage basis and shall establish a rate for the non-profit production and distribution of the water distributed to the Properties. After the rate has been established by the Board of Directors, they shall provide each and every owner with a copy of said rate and shall post a copy of the same in the office of the Association and thereafter all owners shall be billed and shall pay for any water usage in excess of the minimum hereinbefore provided for at the per gallon rate established by the Board of Directors. From and after July 16, 1981, the minimum gallonage and rate may be increased or decreased by vote of the owners, as hereinafter provided for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years. In all events the Board of

Directors of the Association and the Owners shall attempt to establish a rate for the non-profit production and distribution of the water distributed, and in no event, shall the Board of Directors or the Owners set a rate which is insufficient to provide for the reasonable operation and maintenance of said system.

(c) Should a sewer treatment plant and collection system be required to be constructed, operated and maintained as hereinafter provided for, then and in that event, the Board of Directors of the Association shall, to provide for the operation of such system, for the first three (3) years of operation of any such sewer treatment and collection plant and system, set, maintain and collect a minimum monthly and/or annual rate based on water usage or other reasonable basis, and in addition thereto set a rate over and above said minimum. Thereafter, the owners as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each such succeeding period of three (3) years may increase or decrease the minimum rate, but in all respects, the Board of Directors of the Association shall at all times set and determine the rate in excess of the minimum rate. In all events the Board of Directors and the Owners shall attempt to establish a rate for the non-profit operation of such sewer treatment and collection plant and system, but in no event, shall the Board of Directors or owners set a rate which is insufficient to provide for the reasonable operation and maintenance of said system.

Section 4. Special assessments for capital improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a

special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of described capital improvement upon the common properties, including the necessary fixtures and personal property relating thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all owners, at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Special assessments for the construction of a sewage treatment facility and sewage collection system: If a sewage treatment facility and sewage collection system should be required as hereinafter provided for, then and in that event, the Board of Directors of the Association shall see that such systems are properly engineered, constructed and maintained and shall levy, assess and collect on a pro-rata basis from the owners the initial cost of constructing said system. After the initial construction of any such system, the costs of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement of described capital improvement related to the sewer treatment system and collection system shall be provided as set forth in Section 4 hereof.

Section 6. Change in basis and maximum of annual assessments: Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes of each class of owners who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be

sent to all owners at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and the basis of the assessments undertaken as an instant to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation under Article II hereof.

Section 7. Quorum for any action authorized under Sections 4 and 6: The quorum required for any action authorized by Sections 4 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 6 hereof, the presence at the meeting of owners, or of proxies, entitled to cast sixty per cent (60%) of all of the votes of each class membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 6 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of commencement of annual assessment: Due dates: The annual assessments provided for herein shall commence on March 1, 1977.

The first annual assessment shall be made for the balance of the fiscal year and should become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the 1st day of March of each year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in said Section 3 hereof as the remaining number of months in that year bear twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 or 5 hereof shall be fixed in a resolution authorizing such assessment.

Section 9. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Properties and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The personal obligation of the Owner; the Lien; the Remedies of the

Association: If any assessments hereinbefore or hereafter provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the Property and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the court action.

Section 11. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 12. Exempt Property: The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

CLASS A EXEMPT PROPERTIES:

(a) All Properties to the extent of any easement or other interests therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article III hereof;

(c) All Properties exempt from taxation by the Laws of the State of West Virginia upon the terms and to the extent of such legal exemption.

CLASS B EXEMPT PROPERTIES:

(a) All unimproved Lots owned by the Declarant within the area covered by this Declaration; provided, that the Class B exemption shall cease as to any individual Lot or Lots owned by the Declarant upon the date that the Declarant shall remove any such Lot or Lots from its inventory of sales Lots and converts the same to other purposes other than a Lot for sale within the subdivision, exclusive of and not including the execution of a Sales Contract by the Declarant on said Lot or Lots for a proposed sale of said Lot or Lots, and cease and terminate as to all remaining Lots owned by the Declarant upon the happening of any one of the following events, whichever occurs earlier:

(1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

(2) On July 16, 1981; or

(3) The date upon which the Declarant dedicates the Common Areas to the Association.

b. As the Declarant is to be exempt from assessments as hereinbefore provided for, the Declarant does hereby covenant and agree that until such time as its exemption terminates as hereinbefore provided for, the Declarant shall be and remain responsible for the reasonable maintenance, operation and upkeep of the common areas and common facilities upon, and subject to the proviso that such funds and assessments as are collected by the Association while the Declarant is responsible for said maintenance and upkeep, shall be used and provided to the Declarant to aid and defray the Declarant's cost in maintaining and upkeeping common areas and facilities. From and after the termination of the Declarant's exemption, the Declarant shall have no responsibility for the maintenance and upkeep of the common areas and facilities in the subdivision except as a member of the Association.

ARTICLE VII

RECREATIONAL FACILITY COMMITMENT

The Declarant, Potomac Valley Properties, Inc., owns and operates on premises immediately adjoining Section 2 of The Woods Subdivision a recreational facility known as The Woods Club, now consisting of a softball field, swimming pool, tennis courts, and club house, and all owners of all Lots within the Properties, except for Potomac Valley Properties, Inc., shall be and are hereby specifically required to be and committed to be members of The Woods Club from the date of their purchase of a Lot within the properties until April 30, 1981 and are further hereby specifically required and committed to pay unto Potomac Valley Properties,

Inc., annual membership dues of ONE HUNDRED DOLLARS (\$100.00) per year per lot which said dues shall become due and payable on or before May 1, and which shall constitute a lien on the Property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The first year's assessment shall be prorated so the number of months that any owner owns any respective lot. The owners of Properties in the subdivision shall, so long, as they are committed to being members of said recreational facility and paying the annual assessment or dues hereinbefore shall be entitled to the use of said recreational facilities subject, however, to the right of the owner of said club to promulgate reasonable rules and regulations concerning the manner of use of said premises, rules of conduct upon said premises, and hours of use, and further subject to the right of the owner of said club, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any owner for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. It is understood, covenanted and agreed that the club in question is an independent business venture owned and operated by Potomac Valley Properties, Inc., which is non-exclusive in nature and that the club is in fact open to members of the general public upon due application, acceptance and payment of such membership fees and dues as its directors or officers, their successors, or assigns may from time to time establish. The Declarant hereby covenants and agrees that from and after the date any owner of any Property covered by this Declaration is committed to membership in said recreational facility, any such owner shall have the right to continue as members of said recreational facility so long as said person or persons are owners of

Properties within the subdivision subject to this Declaration and so long as said owners shall pay the dues required by Potomac Valley Properties, Inc., and shall obey the published rules and regulations of said club. AS HEREINABOVE NOTED THE WOODS CLUB IS AN INDEPENDENT BUSINESS VENTURE OWNED AND OPERATED BY POTOMAC VALLEY PROPERTIES, INC., WHICH IS INTENDED TO BE OPERATED AS A PRODUCTIVE, PROFIT-MAKING BUSINESS OR VENTURE WHICH IS NOT INTENDED TO BE OR REPRESENTED TO BE A PART OF "THE WOODS SUBDIVISION", AND NOTHING HEREIN CONTAINED SHALL BE CONSTRUED OR INTERPRETED AS REQUIRING POTOMAC VALLEY PROPERTIES, INC., TO OPERATE THE WOODS CLUB, ITS FACILITIES OR LIKE FACILITIES AFTER APRIL 30, 1981.

ARTICLE VIII

WATER SYSTEMS AND SEWER SYSTEM

All residences, cabins, or cottages erected on a Lot shall be connected to the central water production, treatment and distribution system and no residence, cabin, cottage or living structure, may be occupied or used until such time as it is connected to the central water production, treatment and distribution system and sewer system.

All residences, cabins, or cottages erected on a Lot shall be connected to any required and provided central sewage collection and treatment system and no residences, cabins, cottages, or living structures may be occupied or used until such time as it is connected to any provided central sewage treatment and collection system. Until such time as West Virginia Health Department or such other proper authority shall require a central sewage collection and treatment system, residences, cabins, cottages, and other living structures,

may be connected to individual septic systems approved by the appropriate governmental authority.

ARTICLE IX

SEWAGE TREATMENT PLANT AND COLLECTION SYSTEM COMMITMENT

It is specifically understood, covenanted, and agreed by each and every Lot Owner that if and when it is determined by the West Virginia State Department of Health, or such other State Agency as shall have the authority, that individual septic systems are failing and that a central sewage collection and treatment plant is required, that each and every one of the owners of all of the lots in Section 2 of The Woods Subdivision, for themselves, their heirs, devisees, or assigns, shall be subject to, liable for and pay an assessment for the construction costs of a sewage treatment plant and sewage collection system for the said Section 2 of The Woods Subdivision on a pro-rata basis, all Lots within said Section to be assessed on an equal basis and that said assessment shall become a continuing lien on the Property which shall bind such Property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns, and the personal obligation of the then owner to pay such assessment.

It is further understood, covenanted and agreed that upon the happening of the events specified in Paragraph 1 of this Article, that The Woods Homeowners Association, Inc. acting by and through its Board of Directors, shall, and are hereby specifically committed and required, to engineer, provide and construct any required sewage treatment plant and collection system for said Section 2 and further to levy and collect the assessments as hereinbefore provided for.

ARTICLE X

FENCING

No fencing of any type or nature, except for wood fences shall be permitted within the Property and no wood fences shall be of a solid or wall-like design or nature. All wood fences shall be on earth-tone or shades and shall set back at least ten (10) feet from the front, side, and rear lines of the Lots on which they are located.

ARTICLE XI

UTILITY DRAINAGE EASEMENT RESERVATION

The grantors reserves unto itself and/or unto The Woods Homeowners Association, Inc., their successors, and/or assigns, the right to erect, install and maintain telephone and electric light poles, conduits, equipment, sewer, gas, water lines, drainage ditches, and structures, or to grant easements or rights-of-way therefore, with the right of ingress to and egress for the purpose of erection, installation or maintenance on, over, or under a strip of land twenty (20) feet wide at any point along the front lines of each lot within the Property and a strip of land ten (10) feet wide at any point along the side or rear lines of each Lot within the Property. This easement shall be in excess of any street or road right-of-way and the twenty (20) feet wide strip shall be measured from the edge of any road right-of-way line. In addition thereto easements for drainage facilities, walkway easements and flood plain easements as shown on the recorded plat are reserved unto the grantor and/or The Woods Homeowners Association, Inc. and/or

their successors or assigns. Within all reserved easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of or the flow of drainage channels in easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each Lot and improvement in it shall be maintained continuously by the owner of the Lot, except those improvements for which the Homeowner's Association, a public authority or utility company is responsible.

ARTICLE XII

SLOPE CONTROL AREAS

The Grantor reserves unto itself and/or unto The Woods Homeowners Association, Inc. their successors and/or assigns, slope control areas or easements with the right of ingress and egress for the purpose of erection, installation or maintenance, on, over, or under a strip of land twenty (20) feet wide at any point along the side, rear, or front line adjacent to any road. In addition and for the sole purpose of conforming to Berkeley County, West Virginia subdivision regulations, additional width in excess of the twenty (20) foot wide right-of-way may be used for the purpose of slope control areas; provided, however, that in no event shall slope control areas for fills or cuts exceed an additional ten (10) feet on either side of the twenty (20) foot wide slope control easement hereinbefore mentioned and further provided that when slope control easements on any lot exceed the twenty (20) foot wide slope control easements hereinbefore reserved, that said slope control easement shall be reflected upon a plat of said lot which said plat shall be recorded with and made a part of the deed from the Declarant to the

original purchaser of said lot. Within the slope control areas, no structure, planting, or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion, or sliding problems, or which may change the direction or flow or drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIII

Each lot owner or owners, their successors or assigns, shall maintain each lot insofar as it is possible in its natural state, and shall not cut or remove trees, except for the construction of buildings permitted by these restrictions, driveways, walkways, ponds and gardens or to remove dead, injured or diseased trees.

ARTICLE XIV

Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

ARTICLE XV

No trucks, buses, old or unsightly vehicles of any type or description may be left or abandoned on said land, and no derelict junk or abandoned motor vehicles shall be parked on any lot. All vehicles parked on any lot shall be validly and currently licensed.

ARTICLE XVI

No motor vehicles shall be permitted on the walkway easements within the subdivision and no unlicensed motor vehicles, such as trailbikes or snowmobiles, shall be permitted within the subdivision.

ARTICLE XVII

No more than one residence shall be erected on any one lot and any residence erected shall contain a minimum of 672 square feet on the main floor of the structure, exclusive of any basement, garage, porch or car port, and the exterior of any improvement shall be completed within six (6) months from date upon which construction begins including staining. Any garage or small storage shed placed upon the premises must conform generally in appearance and material with any dwelling on the lot and no shed or other out building shall be constructed prior to the inception of construction of the main dwelling. Each lot owner shall maintain any improvements placed on any lot and no unsightly or delapidated buildings, fences, or other structures shall be permitted.

ARTICLE XVIII

No part of the real estate hereby conveyed may be sold or used as a right-of-way to any property outside of the real estate hereby conveyed except that portion thereof lying with the right-of-ways shown on the plat of the subdivision.

ARTICLE XIX

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other household waste of any type or nature, and no rubbish, trash, garbage, or other household wastes shall be burned or disposed of on the premises.

ARTICLE XX

No bonfires or other exterior forms of fires shall be permitted on the premises except for small family controlled picnic fires.

ARTICLE XXI

The discharge of firearms shall not be permitted within the subdivision.

ARTICLE XXII

All of said lots shall be used for recreational or residential purposes only and no commercial activity of any type or nature shall be permitted. No commercial activity of any nature shall be permitted upon any lot within the subdivision. This restriction is not intended to and shall not prohibit the developer from having, allowing, or permitting commercial activity on any real estate that is owned adjacent to the subdivision.

ARTICLE XXIII

No building shall be erected closer than twenty (20) feet to the outside boundary line of any street, road, or right-of-way nor closer than twenty (20) feet to any other property boundary.

ARTICLE XXIV

All toilets and/or septic systems constructed on said property shall conform to the regulations of the West Virginia State Health Department and no toilet and/or septic systems shall be installed prior to the approval and issuance of a permit by the West Virginia State Health Department.

ARTICLE XXV

Lots in the subdivision shall not be further subdivided in any manner except to allow for nominal boundary line adjustments.

ARTICLE XXVI

Mobile homes, pre-fabricated all metal homes or derivatives of either shall not be used or placed on said land in any manner. Camping trailers and other small travel trailers shall be permitted provided, however, that said trailers shall not be placed and allowed to remain on the land except when the lot owner or their duly authorized guests are actually in residence upon the property.

ARTICLE XXVII

GENERAL PROVISIONS

Section 1. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change the covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken. And further provided, however, that none of the articles herein requiring connection to and use of this central water system or construction and connection to and use of a central sewage and collection system shall be abrogated or annulled without the prior written consent of the West Virginia Health Department

or such other State Department or agency as shall at that time have the jurisdiction to waive such restrictive covenants.

Section 2. Enforcement: Enforcement of these covenants and restrictions shall be by any proceedings at law and in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain the violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability: Invalidation of any one of these covenants or restrictions in whole or in part by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

WITNESS the corporate signature and seal this ~~10th~~ ^{9th} day of ~~May~~ ^{April}, 1976.

(CORPORATE SEAL)

POTOMAC VALLEY PROPERTIES, INC., a corporation

BY Robert Bernstein
Its Vice Pres

STATE OF WEST VIRGINIA,

COUNTY OF BERKELEY, to-wit:

I, Rebecca Allen Handshel, a Notary Public in and for said County and State, do certify that Robert Bernstein, who signed the writing above for POTOMAC VALLEY PROPERTIES, INC., a corporation, bearing date the ~~10th~~ ^{9th} day of ~~May~~ ^{April}, 1976, has this day in my said County, before me, acknowledged the same to be the act and deed of said Corporation.

Given under my hand this 17th day of May, 1976.

Rebecca Allen Handshel
Notary Public

My commission expires:

Feb. 23, 1982