

A. DECLARATION OF RESERVATIONS AND RESTRICTIVE
CONVENANTSPages 1-6
DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

Dated: April 6, 1990

Patten Corporation Mid-Atlantic, a Delaware corporation, is hereby referred to in this document as the "Grantor."

The Reservations and Restrictive Covenants (hereinafter "Restrictions") in this document run with the land and shall be binding upon all parties and all persons owning any portion of the property as below-described, or claiming under those persons, except Grantor.

Invalidation of any of the following Restrictions by judgment or Court order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of Restrictions at the time of violation shall not be deemed a waiver to enforce the covenant.

The Grantor herein is specifically and explicitly excluded from the provisions of this document but intends that the same will apply to subsequent purchasers of the property or any portion thereof. The Restrictions contained herein may be supplemented by Grantor by subsequently recorded instrument(s).

1. PROPERTY SUBJECT: These Restrictions are applicable to the following described property (hereinafter "Property") located in Bloomery District, Hampshire County, West Virginia:

Approximately 1250.014 acres, more or less, situate on both sides of the Great Cacapon River and located approximately 2 miles north of the Forks of the Great Cacapon River and about 1.6 miles east of the intersection of West Virginia Secondary Route 29/4 with West Virginia Route 29 at Pin Oak and as more particularly shown on that Plat draw by Lovett Enterprises, Inc., dated March 23, 1990, and recorded in Map Book 6 , at Page 13 , preceding this instrument.

AND BEING the same real estate as was conveyed unto Patten Corporation Mid-Atlantic, a Delaware corporation, Grantor herein, from Wycombe Corporation, a Delaware corporation, by Deed dated April 6, 1990, and recorded in the aforesaid Clerk's office as Instrument No. 48394 preceding this document.

2. RESIDENTIAL AND AREA USE: Grantor anticipates the subdivision of the Property as above-described and all subsequent conveyances of the Lots thereby created shall be for residential purposes only. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than a one (1) single-family dwelling containing not less than 800 square feet minimum total area, exclusive of porch, basement and garage.

A. A private garage may be built separately or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling.

B. All exterior construction must be completed and closed within one year of the commencement date of excavation.

C. There shall be no trailers, busses, mobile homes, double-wide mobile homes, prefabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for the storage of materials therein, either temporarily or permanently. Temporary camping is permitted upon Lots by the

owner thereof only through the period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as a tent, travel trailer/camper or recreational vehicle, is permitted for use as a camping shelter.

D. Improvements and construction for the maintenance of animals as permitted by paragraph 8, below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each lot owner shall maintain any such improvements placed upon any Lot and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.

3. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front lines than twenty-five (25) feet, or nearer to any side Lot lines or boundaries than ten (10) feet, or nearer to any rear Lot lines than thirty (30) feet.

4. SEWAGE: No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic system for disposal of sewage, which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot.

5. MAINTENANCE: Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and shall at all times maintain the Lot in a sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described in paragraph 2. A, above, for more than a period of thirty (30) days.

6. PARKING: No automobiles or other motor vehicles shall be parked in or within twenty-five (25) feet from the rights-of way or roads of the subdivision, and no on-street parking is permitted by lot owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are accepted and are permitted to temporarily park along said streets.

7. ADVERTISING: No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed four square feet in size. Grantor shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situated, unless the majority of the members of the Homeowners Association vote to remove or replace the same. -The Homeowners Association shall repair and maintain such signs and structures, and shall have the right to enter upon the property on which the same are affixed as is reasonably necessary for maintenance.

8. AGRICULTURE: No swine or poultry shall be raised or bred on any Lot, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to the Property and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, horses and ponies, as well as livestock, shall be permitted on subdivision lots, provided at least one acre per each such grazing animal is fenced for the maintenance of said animal. No trapping or hunting of wildlife shall be permitted within the subdivision, except on those Lots, if any, in excess of twenty-five (25) acres.

9. AMENDMENT: Grantor reserves the right to amend and/or supplement these Restrictions pursuant to subsequently recorded instrument, which document may specifically include the

establishment of a Homeowners Association and provisions for common area maintenance assessments.

WITNESS the following signature and seal of Patten Corporation Mid-Atlantic, a Delaware corporation, by David D. Myers, its Vice President, which was duly authorized by its Board of Directors.

PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation,

(CORPORATE SEAL) By: David D. Myers Its Vice President

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY,

The foregoing instrument was acknowledged before me this 6th`day April, 1990 by David D. Myers, Vice President of PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation, on behalf of the corporation.

My commission expires:

September 24, 1996

Diana Rigglemer

..... Notary Public

THIS DOCUMENT PREPARED BY:

M. Shannon Brown BOWLES, RICE, MCDAVID, GRAFF & LOVE Post Office Drawer 1419
Martinsburg, WV 25401

B. SUPPLEMENTARY DECLARATION OF RESERVATIONS AND RESTRICTIVE
COVENANTSPages 1-18
SUPPLEMENTARY DECLARATION OF

RESERVATIONS AND RESTRICTIVE COVENANTS

The Crossings at the Great Cacapon

THIS DECLARATION, made this 5th day of July, 1990, by PATTEN CORPORATION.MID-ATLANTIC, a Delaware corporation, its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a primarily residential community, roads and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance, including snow removal, of said Roads and any other Common Facilities (as hereinafter defined), and to this end, desires to subject the real property described in said Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

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

WHEREAS, Developer has incorporated under the laws of the State of West Virginia as a non-profit, non-stock corporation, The Crossings at the Great Cacapon Property Owners Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, Developer has caused to be recorded in the office of the Clerk of the Hampshire County Commission a Declaration of Reservations and Restrictive Covenants dated April 6, 1990, in Deed Book 317 at page 657, the provisions of which Declaration are incorporated herein be reference as the apply to the property described herein below ("First Declaration").

NOW, THEREFORE, the Developer declares that the real property described in Article II hereunder is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, in addition to the Covenants and Restrictions contained in the said First Declaration.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Crossings at the Great Cacapon Property Owners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration, or any Supplemental Declaration, as described in Article II, Section 1, hereof.

(c) "Roads and other common facilities" shall mean the areas of land shown on any recorded subdivision plat(s) of The Properties which is intended to be devoted to the common use of the owners of The Properties, including the bridge, Common Area Nos.1 through and including 4, the Cemetery Lot Common Area and the frontage driveway along Lots 9 and 10 paralleling West Virginia Secondary Route 29/4.

(d) "Lot" shall mean and refer to any numbered tract or plot of land, except a Common Area or a Conservation Area as shown upon any recorded subdivision plat of The Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are or become members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Bloomery District, Hampshire County, West Virginia, and is more particularly described as follows:

Lots 1 through and including Lot 214 of Phases 1 through and including 6 of "The Crossings at the Great Cacapon" as are more fully shown upon a plat thereof prepared by Davy & Lovett Enterprises, Inc., dated May 15, 1990 and recorded in the aforesaid Clerk's office in Map Book 6 at pages 21, 22 and 23, and any subsequent re-plats or resurveys thereof.

AND BEING the same real estate conveyed to Patten Corporation Mid-Atlantic, a Delaware corporation, by Deed dated April 6, 1990 and recorded in the aforesaid Clerk's office in Deed Book 317 at page 641.

all of which real property shall hereafter be referred to as, "Existing Property." That 2.861-acre residue Lot owned by Developer adjoining Phase 1 of The Properties is not subject to these Covenants and Restrictions.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

(a) ADJACENT PROPERTY: Developer has agreed that in the event the real estate currently owned by Wycombe Corporation adjacent to The Properties is subdivided and sold as residential lots, no more

than the owners of eighteen (18) lots in the adjacent subdivision (sometimes referred to as "Adjacent Lot owners" or "Adjacent Properties" herein) shall be permitted to become full participating Members of the Association, subject to all of the rules, regulations, fees and other requirements of membership as detailed in this Declaration and in the First Declaration. The Lots owned by such additional Members shall automatically be subject to a lien for assessments as provided hereinafter. Adjacent Lot owners shall notify the President of the Association (or the Developer if the first Association meeting called by the Developer has not been held) by certified mail of their election to join the Association as Members, which mailing shall include the pro rata share for each Lot owned of the assessment payable during the period of such notice, upon the receipt of which notice and payment membership shall be automatic. No Adjacent Lot Owner shall be permitted the use of the Common Areas in The Properties until such assessment payment shall have been remitted to the Association.

Voting rights of the Adjacent Lot Owners who elect Association membership shall be restricted to issues concerning maintenance assessments and other matters regarding the recreational facilities and/or Common Areas of The Properties only.

(b) MERGERS. Upon a merger or a consolidation of the Association with another Association as provided in the Articles of Incorporation, the properties, rights, and obligations of The Crossings at the Great Cacapon Property Owners Association, Inc., 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

Crossings at the Great Cacapon Property Owners Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the Covenants and Restrictions established by this Declaration for The Properties, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by the Declaration within The Properties, except as hereinafter provided. Any such proposed merger or consolidation shall be approved by at least sixty percent (60%) of the membership of The Crossings at the Great Cacapon Property Owners Association, Inc., or shall be prohibited.

Section 3. Amendment of Declaration and Conflict. Developer reserves the right to amend, delete or add to this Declaration or the First Declaration on a property-wide or individual basis at any time by subsequent recorded document, but in no event shall such subsequent recordation apply retroactively to any Lots previously conveyed by Developer except as permitted elsewhere in this Declaration. Developer further reserves the right to attach covenants and restrictions to individual Lots by the deeds therefore. In the event of any conflict between the plat, First Declaration, subsequently recorded documents and the provisions contained herein, this Declaration shall govern.

Section 4. Plat Amendment. Developer, its representatives and assigns, reserve the right to modify the plans of the subdivision plat, to change the size and shape of blocks, sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided, however, that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the Owner thereof.

Section 5. Use of Easements and Recreation Areas by Adjoining Property Owners, Developers and its Assigns. The following-described easements as shown on the afore-referenced plat of The Crossings at the Great Cacapon connect real estate adjoining Phase 5 of The Properties with the

roadway system in The Properties, and notwithstanding anything in this Supplementary Declaration or in the First Declaration to the contrary, these easements shall not be obstructed so as to impede access to the adjoining real estate by the owners thereof, the Developer and its successors and assigns, including but not limited to the Lot Owners of any subdivisions existing in the future and created by Developer on the adjoining real estate. Such easements are shown as follows:

Phase 5: A 40-foot right-of-way extending across Lot 166 and connecting with Hemlock Court;

A 20-foot easement extending from Lot 170 through and including Lot 175;

A 20-foot right-of-way accessing Walnut Court within Lot 192.

Such easements shall provide ingress and egress to the adjoining real estate upon and across the roadways in The Properties, and Developer specifically reserves the right to use, and, upon subdivision, assign the use of the Roads and Other Common Facilities to future adjoining real estate lot owners. Any future subdivision created by Developer of such adjoining real estate shall have a property owners association independent and separate from the Association created herein, subject to the merger and consolidation provisions of Article II, Section 2(b), hereinabove. Developer may permanently convey the right of use of the Roads and Other Common Facilities in The Properties to any such future adjoining lot owners, subject to the right of use and ownership of Association members, Adjacent Lot Owners and the owners of adjoining real estate as provided hereinabove. Such future adjoining lot owners shall be subject to assessment in like manner as are lot owners within The Properties. The Association shall invoice the adjoining property owner's association and shall be entitled to receive a per-lot assessment equivalent to the per-lot amount assessed in The Properties unless Developer restricts such adjoining lots to a different amount. Developer shall require a timely remittance of such assessments by the adjoining association in its Declaration of Reservations and Restrictive Covenants. Notwithstanding anything herein to the contrary, Developer reserves no right to add adjoining or any other real estate to The Properties, create any additional lots, roads or other common facilities within The Properties, convert any lot(s) into a common facility or withdraw any real estate from The Properties without the consent of the Association membership as herein provided.

Developer reserves the right to convey a perpetual easement for the use of the subdivision roads and other common facilities to neighboring property owners in addition to the rights of use described above. Such neighbors are not required to become Association members nor must they tender assessments to the Association.

Any and all other easements and/or rights-of-way shown on any plat of The Properties or any portion thereof, in addition to the information contained in the Notes thereon, are incorporated herein by reference and are reserved by Developer across the affected portions of The Properties as indicated. Such easements and/or rights-of-way shall remain unobstructed and open for access, and are assignable at Developer's discretion.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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 by covenants of record to assessment by the Association, including the Lot owners of any future lands adjoining The Properties and subdivided by Developer as described

in Article II, Section 5, above, and further including any Adjacent Lot owners who elect membership in the Association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member, and further provided that the Developer, without regard to the assessments required as set forth herein, shall be entitled to one membership for each Lot for which it is a record Owner of a fee interest. As above indicated, voting rights of the Adjacent Lot Owners electing membership shall be restricted to issues concerning annual- maintenance assessments and other matters concerning the recreational facilities only.

Section 2. Voting Rights. The Association shall have two classes of voting membership, which shall, except for the distinctions set forth herein, be equal in all respects.

Class A. Class A Members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot 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. The Adjacent Lot Owners and the owners of any adjoining lands subdivided in the future as above-described shall be Class A Members.

Class B. Class B membership shall be limited to the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease when the Developer owns no more Lots in The Properties.

Section 3. Members' use of the Recreation Areas. Each Member's use of the recreation areas within The Properties is subject to that Member's good standing with the Association. Every Member of the Association, including Adjacent Property owners discussed in Article II, Section 2(a), above and the Lot owners of any adjoining real estate subdivided by Developer in the future as described in Article II, Section 5, above, shall ensure that the assessment due for each Lot owned is current with the Association. In the event of a default continuing in excess of two (2) months from the due date of an annual assessment, delinquent payors or Members shall automatically be prohibited from utilizing the recreation areas within The Properties. (Any such suspension shall also include voting privileges on issues exclusively concerning monetary expenditures.) All privileges and membership shall be reinstated upon delinquent assessments being brought current with the Association, which assessments shall then include statutory interest due for the period of default, but such Members must apply to the Board of Directors for reinstatement and the Association Minutes shall reflect the default and reinstatement by the Board. This provision shall not supersede the right of the Association to attach a lien to any Lot with overdue assessments and shall not prevent the Association from pursuing any other available remedy against delinquent Lot owners.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Every Member of the Association, including Developer, its employees and assigns, shall have a right and easement of enjoyment in and to the Roads and Other Common Facilities. A right of use of same and like easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, that the Developer, its officers and its employees shall enjoy said easements and rights of use and enjoyment perpetually, regardless of

whether the Developer owns any Lots. Developer reserves an easement to maintain a sales office on Lot 7, Phase 1 within The Properties, and to erect sales signs within The Properties in locations chosen by Developer. An easement to complete construction of all facilities and utilities in The Properties is also reserved by Developer and is assignable at Developer's discretion. Developer may permit the use of the Roads and Other Common Facilities by purchasers or potential purchasers at Developer's discretion. The use of the Roads and Other Common Facilities is expressly assignable by Developer to the future Owners of any Lots created by Developer upon adjoining real estate and to other neighbors as provided in Article II, Section 5, above.

Section 2. Title to Common Open Space. The Developer shall deed the Roads and Other Common Facilities to the Association, subject to Developer's rights to construct improvements thereon and further subject to the common easements set forth in Section 1 hereof. This dedication shall not inhibit convenient use of the Property roadways or Common Areas by any person or entity entitled to use the same hereby. Such dedication may occur prior to completion of the construction of the Roads and Other Common Facilities, but the conveyance will be subject to Developer's obligation to complete. Notwithstanding anything herein to the contrary, Developer shall convey the roads and other common facilities to the Association at the first Association meeting organized and called by Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of, or any interest in, the Roads and Other Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes for the same or as to the conditions thereof, shall be effective unless the provisions in the Articles of Incorporation .for the Association as to such transfer are complied with: .

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except the Developer and any neighbors with assigned rights of use, the Adjacent Lot Owners who elect Association membership, as well as each owner of any lot in The Properties or in any adjoining subdivision adjoining Phase 5 created by Developer in the future, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, 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 legal interest thereon and the cost of collection thereof, shall also be the personal obligation of each person who was the owner of such property at the time when the assessment fell due. Nothing herein shall be construed as requiring the Developer to maintain the roads or any Lots after Developer ceases to own the same, and said Developer shall be exempt from collection of assessments regardless of the number of Lots owned by Developer.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners of real estate within The Properties, as well as those within any adjoining or adjacent properties with memberships as provided above, and for the improvement and maintenance of Roads and Other Common Facilities,

including the bridge, devoted to this purpose and related to the use and enjoyment of the common facilities. Such levies may be expended specifically to include, but are not limited to, the payment of taxes, insurance and expenses for utilities on any common facilities, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, and such other purposes as may be set forth in the Articles of Incorporation and the By-Laws of the Association. The Association shall obtain and keep current the insurance required by West Virginia Code 368-3113.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be \$175.00 per Lot, as adjusted pursuant to West Virginia Code 36B-1-114, unless the assessment is changed by a vote of the Members as hereinafter provided for the next succeeding year; provided however, that this annual assessment cannot be increased in excess of three hundred dollars (\$300.00) per lot, as adjusted pursuant to the afore-referenced Code section, until Developer no longer has a controlling interest in the Association, unless all Members consent to such increase. The officers and Board of Directors of the Association shall at all times maintain and operate the Association on a non-profit basis. Unless otherwise provided herein, any change in assessments shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a regular or duly called special meeting pursuant to fifteen (15) days' advance notice of the purpose for said special meeting, as provided in the Association Articles and ByLaws.

Section 4. Assessment Account Balance. Notwithstanding the above assessment adjustment provisions, no decrease in the assessment amounts under one hundred seventy-five dollars (\$175.00) annually per Lot shall occur unless the assessment fund reflects a balance of at least twenty thousand dollars (\$20,000.00).

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall be on a calendar year basis, due and payable by the first business day in January annually. Lot owners purchasing from Developer will be responsible for payment at closing of the assessment pro-rated to the end of the year in which they purchase.

Section 6. Assessment Certificates. The Association shall upon demand at any time furnish to any owner liable for said assessments a certificate in writing signed by a duly authorized officer of the Association, setting forth whether said assessment has been paid. Such certification so stating shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 7. Assessment as Personal Obligation of the Owner. If an assessment is not paid on the date when due as aforesaid, such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, become a continuing lien on the Lot 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. This section is expressly made applicable to the Lots of Adjacent Lot Owners who become Association Members.

Section 8. Remedies of the Association. 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 highest legal rate. The Association or any Owner may bring an action at law against the payor personally obligated to pay the same, 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 action.

Section 9. 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 filed; 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 relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following special properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use;
- (b) all Roads and Other Common Facilities as defined in Article I, Section 1, hereof;
- (c) all properties exempted from taxation by the laws of the State of West Virginia, upon the terms and to the extent of such legal exemption; and
- (d) all properties owned by Developer during the period of Developer ownership only.

Section 11. Presumption of Payment After Three Years. Any specific annual assessment which has been due and payable for more than three (3) years shall be conclusively presumed to have been paid, unless legal action to compel payment, or to foreclose on the lien created, or to take other steps in lieu of foreclosure, shall have been initiated prior to the end of the said three-year period.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Review by Developer or his Designated Representative. No building, dwelling or other structure or construction, temporary or permanent, shall be commenced, erected, placed or maintained upon The Properties, nor shall any exterior addition be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to their compliance with the contents of this Declaration and the First Declaration by the Architectural Control Committee, as the same is hereinafter described. Said committee shall consist of the Developer until the first meeting of the Association as organized by the Developer.

Section 2. Submission. Such plans and specifications shall be sent by certified mail, return receipt requested, or shall be personally delivered to each member or his successor of the Architectural Control Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The interim Architectural Control Committee until the first meeting of the Association as organized by the Developer shall be the following employees, or their successors, of the Developer:

Hunter Wilson c/o Patten Corporation Mid-Atlantic Route 2, Box 341-F Martinsburg, WV 25401

James Macri c/o Patten Corporation Mid-Atlantic Route 2, Box 341-F Martinsburg, WV 25401

Section 3. Fences. All fences to be erected shall be approved by the Architectural Control Committee as to location and materials prior to the commencement of construction. All Lots within The Properties required to install utilities belowground in accordance with Article X of this Supplementary Declaration shall be restricted to the use of fences constructed of wood only, save that fences existing upon these Lots at the time of purchase from Developer may remain and may be maintained, repaired or replaced as necessary but cannot be expanded or lengthened except by wood fencing. All remaining Lots are restricted to the use of wood fencing along the front or street lot line, but may utilize fencing of any material along the back or side lines or in the rear of the property. No new fencing within The Properties shall exceed six feet (72 inches) in height, but any fencing for the enclosure of a tennis court may be made of wire regardless of where located on any Lot and may exceed the height limitation of this Article.

ARTICLE VII

GARAGE CONSTRUCTION

This Article expressly amends the prohibition of Item 2 of the First Declaration prohibiting installation of a garage prior to construction of a dwelling upon any Lot. Said garage may precede construction of the dwelling but shall be used only for storage and not as a residence, either temporarily or permanently.

ARTICLE VIII

SETBACK MINIMUMS

No building or any part thereof shall be erected on any Lot closer or nearer to any street lines, side, rear or boundary lines than thirty feet (30'). This provision expressly amends the restriction of Item 3 in the First Declaration. All existing structures upon The Properties at the date of this Declaration are exempted from compliance with the provisions of this Article.

ARTICLE IX

UTILITY EASEMENTS

The Developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights-of-way therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land fifteen feet (15') from the side and rear lines of each Lot, and thirty feet (30') from the rear boundary of the Lots on the perimeter of The Properties, and thirty feet (30') from all front Lot lines. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within the aforesaid easements, no structures, plantings or improvements or other materials shall be placed or permitted to remain. The easement area shall be kept as lawn so as not to inhibit access to the roadways, and shall be kept free of permanent improvements, trees, shrubbery and/or fences, in order to allow free access to service utilities. Any Lot Owner violating these provisions undertakes to do so at his or her own risk and is deemed to waive and release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the

easement area. Each road right-of-way is fifty feet (50') in total width, being twenty-five feet (25') on either side of the roadway center line.

ARTICLE X

UNDERGROUND UTILITIES

The following-described lots are subject to the same utility easements described in Article IX hereinabove, but must install all utility cables, wires, conduits and other equipment belowground so as to preserve the scenic open space surrounding these Lots:

Phase 1: Lots 1 through and including 11;

Phase 2: Lots 19 through and including 64; and Lots 130 and 131, inclusive.

ARTICLE XI

NUISANCE

No noxious, noisy or offensive activity shall be carried on within The Properties, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Properties at any time.

ARTICLE XII

WASTE

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown. No salvage or junk yard operations are permitted within the Properties. No waste shall be disposed of in the river at any time. The Association shall ensure that trash collection is provided to each Lot regardless of whether the Lot is occupied, and trash collection charges shall be collectable from Lot Owners not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Properties. All Lot Owners must comply with the mandates of the West Virginia Department of Health and the Hampshire County Health Department for the use and maintenance of the septic system for their Lot.

ARTICLE XIII

RECREATION USE

No trail bikes, mini-bikes or similar all-terrain vehicles, or snowmobiles shall be permitted to be driven upon the riverbanks or the roads within The Properties unless duly licensed, with mufflers, and then only for ingress and egress. No vehicles of any kind shall be washed or cleaned in the Great Cacapon River, and only boats and other devices manufactured for water use are permitted in the river at any time. That portion of The Properties within Conservation Area No. 1 as designated on the

subdivision plat(s) is to remain protected, such that no construction or development is permitted therein, and the land, trees and vegetation contained therein shall not be changed, removed, harvested or cut, and waters flowing on or about the area shall not be drained, dredged, filled or altered in any way.

ARTICLE XIV

COMMERCIAL USE

Lots 7 through and including 11 of Phase 1 of The Properties shall be permitted to be used for limited commercial purposes as well as for residential use. Such commercial use shall be restricted to the operation of a restaurant, sports outfitter, "bed and breakfast" establishment or other related venture consistent with the recreational and residential use of the subdivision. Developer intends that customers of such business enterprises shall use public facilities and roads, and said businesses shall not offer, permit or encourage the use of the Roads and Other Common Facilities in The Properties by their customers or potential customers except for ordinary ingress and egress. Due to the replacement effect of Article XV hereinbelow, the advertising prohibition of Item 7 of the First Declaration is expressly made inapplicable to those Lots permitted for commercial purposes and in actual commercial use, but all other restrictions not in direct contravention of such commercial use shall remain in full force and effect. This Article expressly amends any contrary effects in the restrictions of Item 2 or elsewhere in the First Declaration as to these Lots.

ARTICLE XV

SIGNS

This Article expressly amends the restriction of Item 7 of the First Declaration to require that any Lot Owner desiring to erect any sign upon a Lot within The Properties receive approval of the Architectural Control Committee prior to such erection, save that builder's job location signs are exempt from this approval requirement. No commercial signage shall exceed four feet (4') by eight feet (8') in size, and no approval shall be given for any signs not in aesthetic harmony with The Properties insofar as possible. The workmanship of such commercial signage shall consider the rural surroundings and shall not include excessive neon, moving parts or flashing lights as a part of any such sign. The Architectural Control Committee shall offer for purchase at actual cost all "For Sale" signs to be utilized within The Properties and Lot Owners shall be restricted to the use of these signs when advertising on the Lot of its offer for sale.

ARTICLE XVI

FLOOD PLAIN

In the area of the 100-year flood plain as designated on the subdivision plat(s) referenced earlier, no structures or improvements with concrete foundations or footers, or otherwise permanently affixed to the ground, are permitted on any Lot at any time. Developer has constructed or may construct permanent improvements in the flood plain of some subdivision Common Areas, which improvements shall be maintained or replaced as necessary by the Association, but the Association shall not locate any additional permanent improvements within the Common Area flood plains.

ARTICLE XVII

RIVERBANK AREAS

The land area from the normal and usual low water mark of the Great Cacapon River to ninety feet (90') up each bank inland is environmentally sensitive. The area may be mown and maintained but only trees with trunks less than four inches (4") in diameter may be removed there from without restriction. A maximum of fifty percent (50%) of trees with trunks more than four inches (4") in diameter located in this area may be removed. The land area from the normal and usual low water mark of the Great Cacapon River to twenty feet (20') up each bank inland is riverbank and is subject to erosion and extreme conditions; therefore, the Architectural Control Committee must approve the removal of any size trees there from and shall do so only upon submission of an environmental report prepared by an independent expert at the requesting Lot Owner's expense indicating that the riverbank area will not be adversely affected by the proposed removal.

ARTICLE XVIII

TREE REMOVAL ON SLOPES

No tree removal shall be permitted within The Properties from slopes exceeding 45% in grade. The Lots affected by this prohibition are the following:

Phase 1 - Lots: none Phase 2 - Lots: 29-35 Phase 3 - Lots: 75-77 Phase 4 - Lots: 78-81, 83-91 Phase 5 - Lots: 92, 93, 191, 194 Phase 6 - Lots: 155-157, 201, 202, 151, 152, 146, 147, 207, 208.

ARTICLE XIX

CAMPING

In addition to the camping provisions conferred by the First Declaration, camping is permitted upon the subdivision Lots during January and February annually, but only if residential construction is actively underway and ongoing on the Lot where persons are camping. Such camping is for the express purpose of permitting Lot Owners to monitor construction and to protect building materials. All remaining camping restrictions of the first Declaration must be complied with.

ARTICLE XX

BRIDGE MAINTENANCE

No salt or chemical de-icing compounds or solutions shall be used on the subdivision bridge or on the approaches thereto, at any time.

ARTICLE XXI

SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas shown on the plat across Lots within The Properties are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural

patterns for storm water runoff.

ARTICLE XXII

DRIVEWAY EASEMENT

As shown on the plat, a twenty-foot (20') wide right-of-way for a driveway to access Lots 8, 9 and 10 of Phase 1 is a reserved permanent easement for ingress and egress to West Virginia Secondary Route 29/4. This permanent easement is to remain open and unobstructed, and is part of the Roads and Other Common Facilities to be maintained by the Association.

ARTICLE XXIII

EASEMENTS FOR WEST VIRGINIA SECONDARY ROUTE 29/4

Lots 7, 8, 9, 10, and 11 of Phase 1 are subject to a proposed fifty-foot (50') wide easement as shown on the plat for West Virginia Secondary Route 29/4. The State of West Virginia enjoys a thirty-foot (30') wide easement for said roadway as of the date hereof, and the barn conveyed upon Lot 7 of Phase 1 encroaches upon said thirty-foot (30') easement. Developer, its successors and assigns, hereby reserves an assignable permanent fifty-foot (50') wide easement in the event a re-routing of Route 29/4 to cure the encroachment and widen the state access is effected in the future. The aforesaid Lots are also subject to a permanent construction and maintenance easement of indeterminate dimensions reserved by Developer, its successors and assigns, to permit excavation and repair of West Virginia Secondary Route 29/4, whether or not the same is increased in right-of-way as aforesaid, which permanent construction and maintenance easement shall extend from the boundary of the Route 29/4 right-of-way inward toward the Great Cacapon River over, upon and across each of the aforesaid Lots to the extent deemed necessary by Developer and/or the State of West Virginia to allow construction and reasonable, periodic maintenance of Route 29/4.

ARTICLE XXIV

OFF-SITE SEWAGE DISPOSAL

As indicated on the plats of The Properties, some Lots contain more than a single reserve area for the installation of an individual in-ground sewage disposal system, one of which such reserve area is for the use and benefit of an adjacent Lot, as designated on said plat(s). Although the host Lot includes such a reserve area in its total acreage, the ownership of each area so designated shall be subject to a perpetual easement for the legitimate, necessary and reasonable use of this area for septic system installation, maintenance and for ordinary waste disposal. Such easement shall run with the land for both Lots affected. The host Lot Owners shall not disturb the reserve area subject to this easement save for mowing and shall comply with all federal, state and local laws, rules and regulations as to the use of such area. The user Lot Owners shall maintain the system in good repair and operating order, and shall not permit said system to become a nuisance to the host Lot.

WITNESS the following signature and seal of Patten Corporation Mid-Atlantic, a Delaware corporation, by David D. Myers, its Vice President, which was duly authorized by its Board of Directors.

PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation,

(CORPORATE SEAL) By: David D. Myers Its Vice President

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY,

The foregoing instrument was acknowledged before me this 5th`day July, 1990 by David D. Myers, Vice President of PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation, on behalf of the corporation.

My commission expires:

September 24, 1996

Diana Rigglemer Notary Public

THIS DOCUMENT PREPARED BY:

M. Shannon Brown BOWLES, RICE, MCDAVID, GRAFF & LOVE Post Office Drawer 1419
Martinsburg, WV 25401

C. DECLARATION OF THE CROSSINGS AT THE GREAT
CACAPONPages 1-21
DECLARATION

OF

THE CROSSINGS AT THE GREAT CACAPON

Patten Corporation Mid-Atlantic, a Delaware corporation, and its successors or assigns, the Declarant herein, this 5th day of July, 1990, hereby designates The Crossings at the Great Cacapon as a Limited Expense Liability Planned Community pursuant to the provisions of West Virginia Code 36B-4-101(7) and hereby files the following Declaration pursuant to West Virginia Code 36B-2-105

ARTICLE 1

DEFINITIONS

Section 1.1 Act. The Uniform Common Interest Ownership Act, 36B-1-101 et seq. of the West Virginia Code as it may be amended from time to time.

Section 1.2 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to Units in the Planned Community. The Allocation of Interests are described in this Declaration.

Section 1.3 Association. The Crossings at the Great Cacapon Property Owners Association, Inc., a non-profit, non-stock corporation organized under West Virginia Code Chapter 31.

Section 1.4 Bylaws. The Bylaws of the Association, as they may be amended from time to time, pursuant to West Virginia Code Chapter 31.

Section 1.5 Common Elements. Each portion of the Planned Community owned or leased by the Association, other than a Unit.

Section 1.6 Common Expenses. The expenditures or financial liabilities of the Association, together with any allocations or reserves to be applied to the operation of the Planned Community, including, but not limited to, the following:

(1) Expenses of operation, administration, maintenance, repair or replacement of the Common Elements;

(2) Expenses declared to be Common Expenses by the Documents or by the Act;

(3) Expenses agreed upon as Common Expenses by the Association;

(4) Expenses required to enforce any and all covenants, conditions, easements, restrictions and rights-of-way as set forth and continued in the following documents and any supplements or amendments thereto in the future:

(i) That Declaration of Reservations and Restrictive Covenants dated April 6, 1990, made by Patten

Corporation Mid-Atlantic, a Delaware corporation, to apply to The Crossings at the Great Cacapon and recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 317 at page 657;

(ii) That supplemental Declaration of Reservations and Restrictive Covenants dated July 5, 1990, made by Patten Corporation Mid-Atlantic, a Delaware corporation, for The Crossings at the Great Cacapon, recorded in the aforesaid Clerk's office as Instrument No. 49121 immediately prior hereto; and

(5) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7 Common Interest Community. The real estate with respect to which each lot owner, by virtue of his ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, administration, repair, replacement or improvement, as more particularly described in Article 2, Section 2.6(b), hereinbelow.

Section 1.8 Declarant. Patten Corporation Mid-Atlantic, a Delaware corporation or its successor as defined in Subsection 1-103(12) of the Act.

Section 1.9 Declaration. This document, including any amendments and attachments.

Section 1.10 Development Rights. The rights or any combination of rights reserved by the Declarant under Article II of this Declaration to add real estate to the Common Interest Community, create Units, Common Elements or Limited Common Elements within the Common Interest Community, subdivide Units or convert Units into Common Elements or withdraw real estate from the Common Interest Community.

Section 1.11 Director. A member of the Executive Board.

Section 1.12 Documents. The Declaration, Plat and Plans, Articles of Incorporation and Reservations and Restrictive Covenants for The Crossings at the Great Cacapon, all of which are recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 Executive Board. The Board of Directors of the Association.

Section 1.14 Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles. s Section 1.15 Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) or (4) of 2-102 of the Act.

Section 1.16 Majority or Majority of Unit Owners. The owners of more than 500 of the votes in the Association.

Section 1.17 Manager. A person, firm or corporation employed or engaged to perform management

services for the Common Interest Community and the Association.

Section 1.18 Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment shall be adopted by bylaw or rule by the Association.

Section 1.19 Notice and Hearing. The right of the Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon.

The procedures for Notice and Hearing shall be adopted by bylaw or by rule by the Association.

Section 1.20 Person. An individual, corporation, business, trusts, estate, trust, partnership, association, joint venture government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.21 Plat. The plat set forth in Article II, Section 2.3 hereof and as the same may be amended in whole or in part, supplemented or extended with re-surveys) and/or replats(s) from time to time.

Section 1.22 Property. The land and all Improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

Section 1.23 Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.24 Special Declarant Rights. Rights reserved for the benefit of a Declarant to (1) complete improvements indicated on plats and plans filed with the Declaration; (2) exercise any Development right; (3) maintain sales offices, management offices, signs and advertising for the Common Interest Community, and models; (4) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; and/or (5) make the Common Interest Community subject to a master association.

Section 1.25 Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Article II of this Declaration. Section 1.26 Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

PROVISIONS OF THE DECLARATION REQUIRED PURSUANT TO WEST VIRGINIA CODE 36B-4-101(B)7 AND 36B-2-105

Section 2.1 Common Interest Community and Name of Association. The name of the Common Interest Community is The Crossings at the Great Cacapon. The name of the Association is The Crossings at the Great Cacapon Property Owners Association, Inc.

Section 2.2 County. The county in which the planned community is located is the County of Hampshire, State of West Virginia.

Section 2.3 The Property. The property which is the subject of this Declaration is all that certain parcel of real estate located in Bloomery District, Hampshire County, West Virginia, more particularly described as follows:

Lot No. 1 through and including Lot No. 214 in Phases 1 through and including 6 of "The Crossings at the Great Cacapon," including roadways, the bridge and Common Areas therein, as more fully shown on that certain plat drawn by Davy & Lovett Enterprises, Inc., dated May 15, 1990 and recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 6 at pages 21, 22 and 23, and any subsequent plats re-surveying all or a portion of the said property.

AND BEING the same real estate as was conveyed to Patten Corporation Mid-Atlantic, a Delaware corporation, from Wycombe Corporation, a Delaware corporation, by Deed dated April 6, 1990 and recorded in the aforesaid Clerk's office in Deed Book 317 at page 641.

Section 2.4 Units. The maximum number of Units which the Declarant reserves the right to create is 214. However, in accordance with the Supplementary Declaration of Reservations and Restrictive Covenants, Declarant has agreed that in the event the real estate currently owned by Wycombe Corporation adjacent to common interest community is subdivided into residential lots, no more than the owners of 18 lots in the adjacent subdivision (sometimes referred to as to "Adjacent Lot Owners" or "Adjacent Properties" herein) shall be permitted to become full participating members of the Association. Further, Declarant has reserved the right to assign the use of Common Elements in the Common Interest Community to neighboring property owners and lot owners of any future subdivision adjoining this property and created by Declarant. Any such future subdivision shall not increase the acreage of the Common Interest Community, and shall not create additional lots, roads or other common facilities within the Common Interest Community.

Section 2.5 Unit Description. The description of each Unit and its identifying number are shown on the plat afore referenced in Section 2.3, above, and will be shown on any amendments, supplements, re-plats or re-surveys of all or a portion thereof recorded in the future.

Section 2.6 - Limited Common Elements and Common Elements.

(a) Limited Common Elements. There are no Limited Common Elements within the Planned Community other than those Limited Common Elements set forth in West Virginia Code 36B-2-102(2).

(b) Common Elements. There are currently no Common Elements within the Planned Community within the meaning of West Virginia Code 36B-1-103(4). However, Declarant will convey at the first meeting of the Property Owners Association the roads, bridge, Cemetery Lot Common Area and Common Areas 1 through and including 4 within the Planned Community to The Crossings at the Great Cacapon Property Owners Association, Inc. Included in this conveyance will be all improvements and appurtenances owned by Declarant. The conveyance will also include storm drainage easements and sediment and erosion control measures in place. References made to the aforesaid plat(s) described in Section 2.3, above, and the Common Elements are subject to the Declarant's rights of assignment and use as set forth in the Supplementary Declaration of Reservations and Restrictive Covenants applicable to the Planned Community. There are excluded those portions of any Limited Common Element which are required by this Declaration or the Act to be maintained, repaired or replaced by the Unit owners.

After conveyance from the Declarant as described above, the Association shall maintain, repair and replace all of the Common Elements, except those portions of the Limited Common Elements which

are required by this Declaration or Act to be maintained, repaired or replaced by the Unit owners.

Each Unit owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except those portions thereof required by the Declaration to be maintained, repaired or replaced by the Association.

(c) Access to Limited Common Elements and Common Elements. The Declarant or any person authorized by the Board of Directors of the Association shall have the right of access to all portions of the property for purposes of correcting any condition threatening the Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit owner. In the case of emergency, no such request or notice is required and any such right of entry shall be immediate, with such force as apparently necessary to gain entrance, whether or not the Unit owner is present at the time. However, this right of entry shall not include the right of entry to any structure located on the Unit, and does not apply to the grantees of utility and other easements of record.

Section 2.7 The Description of the Real Estate Which May Be Allocated Subsequently As Limited Common Elements, Other Than the Limited Common Elements Specified in Act Provisions 36B-2-102(2) and (4), as Hereinabove Stated in Section 2.6(a). None.

Section 2.8 Description of Development Rights and Special Declarant Rights. Rights hereinafter set forth are applicable to the Planned Community as the same are described on the plat(s) afore described in Section 2.3, above.

(a) Development Rights - the Declarant reserves hereunder no future development rights other than those contemplated in this document, on the face of the aforesaid plat(s) and by Declaration of Reservations and Restrictive Covenants or the Supplementary Declaration of Reservations and Restrictive Covenants applicable to the Planned Community. No rights are reserved by the Declarant herein to add real estate to the Common Interest Community, create additional Units, create additional Common Elements or additional Limited Common Elements within the Common Interest Community, to further subdivide the Units or convert Units into Common Elements or withdraw real estate from the Common Interest Community. The Declarant, however, while not desiring the reservation of the right to create Common Elements, desires to complete the roadways and other common facilities throughout the Planned Community as designated on the plat(s) aforesaid.

(b) Special Declarant Rights - The Declarant reserves special rights for his benefit as follows: (1) The Declarant reserves an easement to complete construction of all facilities and utilities in the Planned Community, which is assignable at Declarant's discretion. (2) The Declarant reserves a perpetual easement to maintain a sales office upon Lot 7, Phase 1 within the Planned Community and to erect "For Sale" signs within the Planned Community at locations chosen by Declarant. (3) The Declarant, its officers and its employees reserve permanent easements and rights of use and enjoyment regardless of whether Declarant owns any lots within the Planned Community for the use of the roads and other common facilities, as well as the Common Elements in the community, and the Declarant may permit the use of the roads and other common facilities by purchasers or potential purchasers at Declarant's discretion. (4) The Declarant may perpetually assign the use of the roads and other common facilities to the future owners of any lots created by Declarant upon adjoining real estate, to neighboring property owners and the Adjacent Lot Owners as described in Section 2.4, hereinabove, are also permitted to

utilize the roads and other common facilities and become members of the Association, and (5) The Declarant reserves the right the perform work, repairs and to store materials in secure areas, upon unsold Units and on Common Elements, and further, the right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Association.

With the exception of perpetual or permanent easements and assignment rights as indicated above, the Special Declarants Rights, unless they are terminated, may be exercised by the Declarant so long as the Declarant owns any Unit or so long as the completion of improvements is ongoing within the community in Declarant's sole discretion.

Neither the Association nor any Unit owner may exercise any action or adopt any rule which would interfere with or diminish any Special Declarant Rights without the prior written consent of the Declarant.

Section 2.9 Other Conditions. There are no conditions or limitations under which the rights described in Section 2.8 above may be exercised or will lapse.

Section 2.10 Allocation of Allocated Interest.

(a) Voting in the Association shall be restricted to one (1) vote for each Unit, and where two (2) or more persons have a proprietary interest in the same Unit, they shall be entitled to but one (1) vote. The Declarant is permitted three (3) votes per lot owned.

(b) The expenses of the Association, unless otherwise amended by bylaw, shall be divided by the number of Units subject to this Declaration. However, in consideration of the Declarant's initial construction of the Common Elements, the Declarant shall not be responsible for those portions of the expenses which are designated or allocated by the Association to Units still owned by Declarant.

Section 2.11 Restrictive Covenants Section 1.6(4)(i) and (ii), above, refer to the location of the Declarations of Reservations and Restrictive Covenants applicable to the Planned Community, both of which contain restrictions on the use of the property and are incorporated herein by reference.

The Supplemental Declaration provides that maximum annual assessment per lot in the Planned Community may not exceed three hundred dollars (\$300.00), as adjusted pursuant to West Virginia -"de B36B-1-114, which assessment cannot be amended to increase the amount thereof until Declarant ceases to control the Association, without the consent of all lot owners. The Supplementary Declaration also provides that the Declarant does not reserve any right to add real estate to the Common Interest Community, to create additional lots, Common Elements or Limited Common Elements within the property, to further subdivide the Units or convert the same, add to the Common Elements or withdraw property from the community. The Declarant has a reasonable and good faith belief that the maximum stated assessment will be sufficient to pay the expenses of the Planned Community.

This Planned Community is excepted from the requirements of a Public Offering Statement and Resale Certificate under West Virginia Code 36B-4-101(b)(7) etc. and is in compliance therewith.

Section 2.12 Recording Data for Recorded Easements. The following easements have been recorded in the aforesaid Clerk's Office as follows:

(a) That utility easement granted to Potomac Light and Power Company by instrument dated November 7, 1916 and recorded in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 148 at page 53. This easement affects Lots 9 and 10 in Phase 1; Lots 20, 21, 38, 51 through and including 54, 130 and 131 of Phase 2 of this subdivision.

(b) That utility easement granted to Potomac Edison Company by instrument dated May 10, 1969 and recorded in the aforesaid Clerk's office in Deed Book 183 at page 331. This easement affects Lots 37 and 38 of Phase 2 of the subdivision.

(c) That utility easement granted to Potomac Light and Power Company by instrument dated August 23, 1949 and recorded in the aforesaid Clerk's office in Deed Book 117 at page 185. This easement affects Lots 1 through and including 11 of Phase 1; Common Area No. 1 in Phase 1, Lot 214 in Phase 6 and Developer's remainder lot (2.861 acres) near Phase 1 of the subdivision.

(d) Chester B. Hiatt, widower, conveyed the subdivision real estate to David M. Shoup by Deed dated December 31, 1956 and recorded in the aforesaid Clerk's Office in Deed Book 135 at page 454, subject to the reservation of an easement for the benefit of grantor, his heirs and assigns, and for the benefit of C. L. Bender and A. D. Hiatt, as follows:

This conveyance is subject to a right-of-way reserved by the grantor herein for himself, his heirs and assigns, and also for C. L. Bender and A. D. Hiatt, their heirs and assigns, through the property herein conveyed along and upon the existing road as a means of ingress and egress to their adjoining property known as the Seldom Seen Club Property of approximately 380 acres, which right-of-way is to follow the contour of the hill field through the property herein conveyed from its Western boundary to the Capon River; thence across the river at the easiest fording point through the fields on the East side of said river upon the existing roadway to Seldom Seen Farm. It is understood that said right-of-way may be gated if necessary, and that the .right-of-way may be gated if necessary, and that the right-of-way may be used by the parties hereto, both grantor and grantee, their heirs and assigns, and in event of damage to the right-of-way beyond ordinary and reasonable wear and tear, that the party damaging said rightof-way will make necessary repairs so that the roadway will be passable, and with the further right granted either party to make such repairs as he may elect to keep the road passable.

The lots affected by this Reservation of Easement are Lots 1 through and including 7 of Phase 1; Common Area No. 1 in Phase 1; Lots 193 and 194 in Phase 5; Common Area No. 3 in Phase 5; and Lots 195 through and including 214 of Phase 6 in the subdivision. (e) A right-ofway is described in the Deed dated December 31, 1956, from A. Don Hiatt and Catheryne Hiatt, husband and wife, to David M. Shoup recorded in the aforesaid Clerk's Office in Deed Book 135 at page 462. Said right-of-way is described as follows:

"There are also conveyed hereby all rights, roadways incident or appertaining to the use and enjoyment of the land herein conveyed, including the right-of-way which has been used over the Chester B . Hiatt property...

The right-of-way affects Lots 1 through and including 7 of Phase 1; Common Area No. 1 of Phase 1; Lots 12 through and including 16; 133 and 134 of Phase 2 and Lot 214 of Phase 6 of the subdivision.

(f) An easement to run with the land was granted by David M. Shoup and Zola D. Shoup, husband and wife, to Dennis B. Hiatt, Terry L. Bender and Verne D. Hiatt by Deed dated November 7, 1973, and recorded in the aforesaid Clerk's Office in Deed Book 204 at page 368, which easement is more

(1) The sewage disposal area reserved for the use of Lot 50 in Phase 2 of the subdivision is on Lot 49 and is shown on the subdivision plat. Also, the sewage disposal area reserved, for the use of Lot 137 in Phase 2 of the subdivision is located in part on Lot 136, as is also shown on the plat. Easements have been reserved by the Supplementary Declaration of Reservations and Restrictive Covenants for Lots 50 and 137 for the perpetual use, enjoyment and obligation of maintenance of the drainage reserve areas on the respective host lots for the normal and usual disposal of waste.

(m) All drainage areas reserved on the plat for natural swales and drainage patterns are to be perpetual easements which may not be obstructed or filled.

In addition to the foregoing, Declarant has reserved an easement in the Supplementary Declaration of Reservations and Restrictive Covenants to maintain a sales office in the existing structure on Lot 7, Phase 1 in the subdivision, and to place signs in or around the subdivision for sales purposes.

The Declarant is also permitted by the Restrictive Covenants to assign the use of roadway easements and easements for use of the recreation areas to future lot owners of any property developed by Declarant adjacent to Phase 5 of the subdivision. The Declarant is also allowed to assign the use of the roads and other Common Facilities to neighboring property owners. The owners of up to eighteen (18) lots developed on property adjoining Phase 1 owned by Wycombe Corporation may join the Association and may use the roads and recreation areas as well.

Finally, the Declarant has reserved an easement by the Supplementary Declaration of Reservations and Restrictive Covenants to construct, install, operate and maintain any subdivision improvements and utilities to the extent Developer is so required pursuant to the Restrictive Covenants and this Declaration.

Section 2.13 Additional Matters

(a) West Virginia Code 36B-2-106. Not applicable.

(b) West Virginia Code 36B-2-107. See Section 2.10, above.

(c) West Virginia Code 36B-2-108. There are no Limited Common Elements except as defined in West Virginia Code 36B-2-102(2).

(d) West Virginia Code 36B-2-109. See the plat of The --Crossings at the Great Cacapon afore-referenced in Section 2.3 and any amendments, replats and resurveys of all or a portion thereof.

(e) West Virginia Code 36B-2-115. See special Declarant rights in Section 2.8 above.

(f) West Virginia Code 36B-2-116. The Declarant retains an easement through the Common Elements as is reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, as hereinbefore stated. The Unit owners likewise have an easement in the Common Elements for purposes of access to their Units and an easement to use the Common Elements for all other purposes consistent with the restrictions covenants afore-referenced. In addition, the Declarant has reserved the right assign additional rights of use to easements for the use of the Common Elements to lot owners of any future subdivision adjoining the property created by Declarant and to neighboring owners of real estate. Finally, the owners of a maximum of eighteen (18) lots in any subdivision created by Wycombe Corporation, an adjacent property owner to the Planned Community,

are permitted a perpetual easement for use of the Common Elements in accordance with the Restrictive Covenants.

(g) West Virginia Code 36B-3-103(d). Declarant reserves no rights to appoint and remove officers and members of the Board of Directors of the Association.

WITNESS the following signature and seal of Patten Corporation Mid-Atlantic, a Delaware corporation, by David D. Myers, its Vice President, which was duly authorized by its Board of Directors.

PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation,

(CORPORATE SEAL) By: David D. Myers Its Vice President

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY,

The foregoing instrument was acknowledged before me this 5th`day July, 1990 by David D. Myers, Vice President of PATTEN CORPORATION MID-ATLANTIC, a Delaware corporation, on behalf of the corporation.

My commission expires:

September 24, 1996 Diana Rigglemer Notary Public

THIS DOCUMENT PREPARED BY:

Shannon Brown BOWLES, RICE, MCDAVID, GRAFF & LOVE

Post Office Drawer 1419

Martinsburg, WV 25401