

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made and executed this 1st day of December, 1997, by HARLAN RUN LLC, a West Virginia Limited Liability Company, hereinafter referred to as Developer or Declarant.

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate located in Hedgesville District, Berkeley County, West Virginia consisting of 140.7007 acres, more or less, and more particularly described in that deed dated June 4, 1997, of record in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 582 at page 123, and

WHEREAS, the Developer desires to create within said parcel of real estate a subdivision known as the HARLAN RUN; and

WHEREAS, the Developer desires to provide for the preservation of enhancement of the property values, amenities and opportunities in said subdivision and for the maintenance of the properties and improvements thereon, and to this end desires to subject the hereinafter described real estate, being a portion of the land above referred to, 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;

WHEREAS, the Developer has deemed it 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 owning, 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 promoting the recreation, health, safety and welfare of the said property owners.

WHEREAS, the Declarant has organized under the laws of the State of West Virginia, as a non-profit Corporation, Harlan Run Homeowners Association, Inc., for the purpose of exercising the

functions aforesaid, the authority to organize said original homeowners association corporation being hereby specifically reserved to the Declarant:

WITNESSETH:

The Developer declares that the hereinafter described real estate, 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 and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

1. "Declaration" shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.
2. "Association" and "Homeowners Association" shall mean and refer to HARLAN RUN HOMEOWNERS ASSOCIATION, INC., a corporation its successors and assigns.
3. "Developer" shall mean and refer to HARLAN RUN LLC, a West Virginia Limited Liability Company, acting by and through NEWBRAUGH DEVELOPMENT COMPANY, INC., a West Virginia corporation, its manager.
4. "The Properties" shall mean and refer to all real property subject to the Declaration as set forth in Article II Section 2 herein, and all real property as may from time to time be annexed thereto under the provisions of Article II hereof.
5. "Common Properties" and "Common Facilities" and "Common Areas" are interchangeable terms and shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and improvements thereto, which are devoted to the common use and enjoyment of the members, and includes, but is not limited to, streets, roadways, park and picnic areas, ponds, lakes, and street lights.
6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of

the "Common Properties" as heretofore defined, and with the exception of any streets or roadways shown on any recorded subdivision map on the properties.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of any obligation.

8. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of the Declaration to a parcel of real estate and contains such complementary provisions for such parcels as are herein required by this declaration.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real estate which has and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Hedgesville District, Berkeley County, West Virginia and more particularly described as Section 1, Lots Number 1 thru 6, Lot 8, and Lots 11 thru 13, of the HARLAN RUN SUBDIVISION according to a plat dated October 24, 1997, prepared by Truman, Yebernetsky, & Roberts, Inc., a copy of said plat of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia in Plat Cabinet 7 at Slide 108.

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

- (a) Developer, its successors and assigns, shall have the unilateral right to bring within the scheme of this declaration additional properties in future stages of development which may or may not be a portion of those lands as were conveyed to Harlan Run LLC, a West Virginia Limited Liability Company, by deed dated the 4th day of June, 1997, of record in the office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 582, at page 123. Nothing herein shall mean

the Developer must develop any additional properties other than Section 1, Lots Number 1 thru 6, Lot 8, and Lots 11 thru 13, of the HARLAN RUN SUBDIVISION and no other lands owned by Harlan Run LLC shall be deemed subject to this declaration until and unless such lands are brought within the scheme of this declaration pursuant to the terms hereof.

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 REMAINING PROPERTIES SHOWN AND SET FORTH IN THAT CERTAIN ABOVE DESCRIBED DEED, AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN DEED BOOK 582 AT PAGE 123, AND ANY OTHER LANDS OWNED BY DECLARANT IN THE AREA SHALL NOT BE SUBJECT TO THIS DECLARATION OF RESTRICTIONS, ASSESSMENTS, COVENANTS AND CONDITIONS HEREIN CONTAINED, UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO AS HEREINAFTER PROVIDED IN ARTICLE II HEREOF, AND THAT SUCH REMAINING LANDS MAY NOT IN FACT, IN WHOLE OR IN PART, BE DEVELOPED OR USED FOR RESIDENTIAL PURPOSES, EITHER SINGLE FAMILY OR MULTI-FAMILY, AND MAY IN FACT BE DEVELOPED AND SUBDIVIDED IN WHOLE OR IN PART FOR OTHER PURPOSES, INCLUDING BUT NOT LIMITED TO HORTICULTURAL AND AGRICULTURAL. 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. THE DECLARANT MAY, SUBJECT TO APPROVAL OF THE BERKELEY COUNTY, WEST VIRGINIA, PLANNING COMMISSION, AMEND THE LAND USE RESTRICTIONS TO PROVIDE FOR REDUCED SETBACKS, SMALLER BUILDING LOT SIZES AND OTHER SIMILAR AMENDMENTS FOR SMALLER BUILDING LOTS OR FOR TOWNHOUSE, CONDOMINIUM, OR MULTIFAMILY HOUSING.

The additions authorized under (a) shall be made by the filing of a record of one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a general plat of development for the proposed additions. Unless otherwise stated therein, such general plans shall not bind the Developer to make the proposed addition.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Association, 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 with the Existing Property 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 this Declaration within the property subject to this Declaration except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the covenants of record and to assessments by HARLAN RUN HOMEOWNERS ASSOCIATION, INC., shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of each Lot shall be exercised as all of the owners of said Lot shall among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member shall be the Developer, who shall be entitled to Five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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. For the purposes of this subsection, the Declarant (Developer) shall be entitled to Five (5) votes for each lot owned, including all Lots Nos. 1 thru 6, Lot 8, and Lots 11 thru 13 of Section I of the HARLAN RUN SUBDIVISION as well as Five (5) votes for each lot owned in any additional properties which shall, pursuant to this declaration, be made subject to the terms and provisions of this declaration.

(b) On January 1, 2012.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer shall retain the legal title to the roads and other common facilities during development; after construction is complete, however, the Developer shall from time to time convey the legal title to some or all of these areas to the Association. The roads and other common facilities are dedicated to the use of the Association and shall be maintained by the Association upon the

completion of roads and other common facility construction in the properties.

Section 3. Extent of Member's 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 or as to the conditions thereto, shall be effective unless an instrument agreement to such dedication, transfer, purpose or conditions, signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership, has been recorded, and unless written notice of the proposed agreement and action thereunder is sent to every member at least fifteen (15) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Assessment. The Developer hereby covenants, and each owner of any Lot by acceptance of deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that the Association may assess initially, for each lot One Hundred Fifty Dollars (\$150.00) per year, for the use, upkeep and maintenance of rights-of-way in all sections of the said subdivision and such other common facilities as the said Developer may provide therein, subject to any increase provided hereafter. The assessment herein set forth is established subject to the exempt properties exception set forth in Section 7 of this Article.

Section 2. Creation of Lien. Any assessment made pursuant to this article, including late fee of Five Dollars (\$5.00) and interest at the rate of ten percent per annum from the date of the delinquency and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on the property until paid and all owners do bind themselves, their heirs and successors in title, to this lien to the covenants herein. This lien is

expressly inferior and subordinate to any mortgage or deed of trust encumbering the property affected by these covenants. In the event of a resale of one or more lots in the subdivision, the obligations shall become the obligation of the new owner.

Section 3. Rights, Obligations and Responsibilities of the Association. The Association shall have the right, obligations and responsibility for the collection of the moneys due under the lien assessment and for the maintenance and costs of maintenance of the streets, rights-of-ways, ponds, lakes, street lights, amenities and common properties within the subdivision, and the costs of the insurance premiums to provide property, general liability, and directors and officers liability insurance coverage of at least \$1,000,000.00 in regard to said items.

(a) The amount of such assessment shall be charged or assessed in equal proportions against each Lot within the Property.

Section 4. 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 all of 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 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.

Section 5. Establishment of Annual Assessment Rate. The Board of Directors of the Association may, after consideration of current maintenance costs, and future needs of the Association, fix the annual assessment in an amount below the original amount set forth in Section 1 hereof. The Board of Directors of the Association shall not increase the amount of the annual assessment more than ten percent (10%) per year without the written affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote. No property owner who is in default of the payment of the annual assessment lien as of the first day of

January of any year shall be entitled to vote. Until the year beginning January 1, 1999, the annual assessment shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per Lot. From and after January 1, 1999, the annual assessment may be increased by a vote of the Board of Directors of the Association. The Board shall at least annually review current maintenance costs, and replacement costs including a reasonable depreciation reserve and insurance costs, including property, general liability and directors and officers liability, and the future needs of the Association and based on said review may increase or decrease the assessments. PROVIDED, HOWEVER, that the annual average common expense liability of each Lot, inclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed \$300.00 as adjusted pursuant to Section 114, of Article 1 of Chapter 36B of the West Virginia Code, to-wit: Adjustment of dollar amounts under the West Virginia Uniform Common Interest Ownership Act.

(a) The Homeowners Association shall be operated as a non-profit organization.

Section 6. Date of Commencement Assessment; Due Date. The annual assessment as to any Lot shall commence on the first day of January, following the date the initial owner occupant occupies the home built on any lot. The contractor-builder constructing a home on any lot shall not be required to pay the annual assessment unless the contractor/builder becomes the owner occupant, in which case the annual assessment shall be payable in like manner as any other owner occupied Lot. In the event a Lot is conveyed prior to January 1, 1998, the annual assessment on the owner occupant of the Lot will commence on January 1, 1998. The annual assessment is due and payable on the first day of January of each year, beginning January 1, 1998, and shall be considered delinquent if not paid by February 1, of each year.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the annual assessment charges, and lien created herein:

CLASS "A" EXEMPT PROPERTIES:

(a) All properties to the extent of any easement or other interest therein dedicated and excepted by the local public authority and devoted to public use;

(b) All common areas, as defined in Article I 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, provided, however, that property exempted from taxation by reason of the Homestead Exemption or because of a charitable designation or status, shall not be exempt from the assessments, charges, and lien created herein.

CLASS "B" EXEMPT PROPERTIES

(a) All unimproved Lots owned by the Developer 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 Developer upon the date that the Developer 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 Developer on said Lot or Lots for a proposed sale of said Lot or Lots, and shall cease and terminate as to all the remaining Lots owned by the Developer in a particular Section upon the happening of any one (1) of the following events, which occurs earlier:

1. On January 1, 2015; or

2. The date upon which the Developer transfers legal title to the roads in a particular Section to the Association, the Developer's exemption as to all Lots owned by the Developer in that particular Section shall cease and terminate.

(i.e., If the Developer has made an addition to The Properties known as Section "B", and the Developer dedicates the roads in Section "A" to the Association, the Developer will lose its exemption as to all the Lots it then owned in Section "A", but would retain its exemption as to all Lots in Section "B" until such time as either of the above-enumerated events occur.)

(b) As the Developer is to be exempted from assessments as hereinbefore provided for, the Developer does hereby covenant and agree that until such time as its exemption terminates as to a particular Section of The Properties, as hereinbefore provided for, the Developer shall be and remain responsible for the reasonable maintenance, operation, and upkeep of the Common Properties and Roads (not including major capital improvements or expenditures) in each particular Section for which the Developer retains its exemption upon, and subject to, the proviso that such funds and assessments as are collected by the Association while the Developer is responsible for said maintenance and upkeep shall be used and provided to the Developer to aid and defray the Developer's costs in maintaining and upkeeping said Common Properties. From and after the termination of the Developer's exemption as to the Lots in a particular Section of The Properties, the Developer shall have no responsibility for the maintenance and upkeep of the Common Properties in that particular Section of The Properties where the Developer's exemption has terminated, except as a member of the Association.

Section 8. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Sections 1 and 5 hereof, the Association may levy in any assessment year a special assessment, applicable to not more than 8 years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the assent of 60% of the Association Members 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 members at least thirty (30) days in advance and shall set forth the purpose of the meeting; AND FURTHER, PROVIDED, that the annual average common expense liability of each lot, inclusive of special assessments, exclusive of optional user fees and any insurance premiums paid by the Association shall not exceed \$300.00 as adjusted pursuant to Section 114, of Article 1 of

Chapter 36B of the West Virginia Code, to-wit: Adjustment of dollar amounts under the West Virginia Uniform Common Interest Ownership Act. The quorum required for any such action shall at the first meeting be the presence at the meeting of Members or of proxies entitled to cast sixty (60%) percent of the votes of the membership of the Association, and at any subsequent meeting called due to a lack of a quorum at the first meeting, the quorum required for any such action shall be one-half of the required quorum at the first meeting. This Special Assessments for Capital Improvements Section is established subject to the exempt properties exception set forth in Section 7 of this Article.

ARTICLE VI

NOTICE OF MEETINGS

CONSTITUTION OF A QUORUM

Section 1. Notices. Written notice of any meeting of the Association shall be sent to all members of at least Fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 2. Quorum. For any action authorized under Article IV and Article V hereof the quorum shall be as follows:

(a) At the first meeting called the presence at the meeting of Members or of proxies, entitled to cast sixty per cent (60%) of all votes of each class of 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 Section 1. above, 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.

ARTICLE VII

REVISIONS

Section 1. Developer's Right. Developer, its successors and assigns, reserve the unilateral right to modify the plans of any plat of lots within the subdivision and to change the size and shape of blocks, sections and lots in the direction and location of

streets, easements and rights-of-way as shown thereon or to annul the same, provided that no change shall be made which shall alter the shape or size of any lot which has been sold or the direction or location of any street, easement or right-of-way upon which it abuts so as to cut off such lot from convenient access to public highways, without the consent of the owner thereof, or which conflicts with any statute or county ordinance.

ARTICLE VIII

RESTRICTIONS AND PROTECTIVE COVENANTS

Section 1. Residential Use. Except as hereafter specifically provided, all lots in the Subdivision shall be known and designated as single-family residential lots and shall not be used except for residential purposes. After sale and transfer of a lot by the Developer to another party, said lot sold or transferred may not be further subdivided, except as provided in Article VII herein or for the purpose of making a nominal boundary line adjustment. The ground floor area of all single-level homes or residences shall contain a minimum area of One Thousand Four Hundred (1,400) square feet, exclusive of garage and porches, and the entire floor area of all homes or residences of more than one (1) level or story shall contain a minimum area of One Thousand Seven Hundred (1,700) square feet, exclusive of garage and porches.

Section 2. Restriction Against Business Use.

(a) No commercial or business building shall be established upon or permitted upon any Lot and no commercial or business activity shall be established upon or permitted upon any lot.

(b) Neither this restriction nor any other restriction contained in this Declaration of Covenants and Restrictions shall be construed to prohibit the Developer or any other owner or builder, for either use as their personal residence or for purposes of profit and sale, from erecting, constructing, and building any structure permitted by these Restrictions, on any Lot in the subdivision, nor prohibit the Developer from erecting, constructing, or building any streets or other common amenities

within the subdivision. In addition, the Developer specifically reserves the right to and shall be permitted to operate a subdivision development and sales office out of a model home or homes which may be located on any Lot or Lots within the subdivision. Additionally, Developer may permit any builder approved by Developer to build within the subdivision to build and maintain a sales office in a model home or homes which may be located on any Lot or Lots within the subdivision, which sales office and model homes will not be subject to the payment of maintenance assessments under the provisions of Article V of this Declaration during the period of time said home is used as a sales office or as a model home.

Section 3. Restrictions as to Types of Construction.
Prohibiting Mobile Homes and Modular Homes. No trailer, mobile home, double wide or similar type structure, which moves to a building site on wheels attached to its own carriage, tent, shack, garage, barn or other type outbuildings shall at any time be used as a residence temporarily or permanently, and no trailer, mobile home, double wide, tent, shack, garage, or barn, shall be utilized as a main or single family dwelling unit on any lot. No modular or sectional home shall be erected in the subdivision as a main dwelling. Modular homes prohibited are defined, by way of illustration and not limitation, as a dwelling structure constructed with one or more modules and hauled to the site as component parts of a proposed dwelling structure. Prefabricated parts of housing units and custom building shall be the only type construction that will be approved in the area.

Section 4. Approval of Plans and Specifications Required.
No building, house, garage, fence, hedge, wall, sidewalk, swimming pool, deck, mailbox, mailbox post or support, driveway, outbuilding, storage building, or any other structure shall be commenced, erected, grown or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, design, shape, height, materials, color and location of the same

shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer, or Board of Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Association, as hereinafter set forth. In the event the Developer, Association, or the Architectural Review Committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

For purposes of this Section the Developer shall have the sole, unilateral, right to approve or disapprove any and all plans and specifications for improvements (including but not limited to all matters set forth in the preceding paragraph) to be erected or maintained in a particular section of the Harlan Run Subdivision until such time as the Developer has conveyed by deed all of the lots in the particular section of the Harlan Run Subdivision, or until the Common Areas of the particular section of the Harlan Run Subdivision have been conveyed to the Association, whichever should first occur. Thereafter, insofar as the particular section of the Harlan Run Subdivision is concerned, the Association or its designated Architectural Review Committee shall have the right to approve or disapprove of the plans and specifications for improvements to be erected or maintained in that particular section of the Harlan Run Subdivision.

Section 5. Setback Restrictions. Unless and except as otherwise shown and permitted on the recorded plat or plats of the properties, and with the exception of Lot 5 Section 1, which shall have a front lot line of 30 feet, no building or any part thereof shall be erected on any Lot nearer to the front lot line than fifty (50) feet or closer to any side lot line than fifteen (15) feet or nearer to any rear lot line than twenty (20) feet, subject to the following additional exception that the front lot line setback may be reduced to no less than thirty (30) feet at the sole, unilateral

decision of Developer. In the event the front lot line setback is reduced from fifty (50) feet to thirty (30) feet or more by the Developer, then in that event the Developer shall file in the Berkeley County, West Virginia County Clerk's office its written agreement to the reduction of the front lot line setback. A side lot line setback shall not apply to a property line between lots in a single ownership. The front lot line is defined for purposes of this Section as the lot line facing the front of the home built on the lot. The setback lines shown on the recorded plats of the properties shall take precedence over the setback lines set forth in this paragraph with the exception that the right of the Developer to reduce the front lot line setback to no less than 30 feet shall take precedence over any and all setback provisions herein or as shown on any recorded plat.

Section 6. Construction and Paying. Construction of the residence to be built on any lot must be begun within six (6) months of the sale of said lot by Developer to Purchaser. The time period by when construction must begin as herein set forth may be extended by the Developer in any section on the subdivision of which the streets, roadways, and common areas have not yet been dedicated by Developer to the HARLAN RUN HOMEOWNERS ASSOCIATION, INC. In those sections of the subdivision wherein the streets, roadways and common areas have been dedicated to the HARLAN RUN HOMEOWNERS ASSOCIATION, INC. by the Developer, the HARLAN RUN HOMEOWNERS ASSOCIATION, INC. shall have the right to extend the period when construction of the residence to be built on the lot must begin. Any residence erected upon any lot must be completed within six (6) months from the date the excavation of the lot is commenced. All driveways shall be concreted or blacktopped and all lawn seeding and landscaping shall be completed prior to occupation of the residence built on the lots or as soon after occupation as weather permits, and all driveways and other improvements shall be constructed and maintained so that water and debris shall not flow or be thrown onto the roadway, and each lot owner shall construct a galvanized steel culvert with a minimum size being fifteen (15)

inches in diameter with end sections where required or necessary to so restrict and control the flow of water and debris.

Section 7. Exterior Maintenance.

(a) In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each lot and any home, residence or other improvements erected thereon which is subject to assessment, as follows: paint, repair, replace and care for roofs, gutter, downspouts, exterior building surfaces, trees, shrubs, grounds, grass, walks, and other exterior improvements, including but not limited to sewage treatment system; provided, however the Association shall not provide any exterior maintenance upon any lot, home, residence or other improvements erected on any lot without first giving Lot owner thirty (30) days written notice of the Association's determination that said lot owner's lot, home, residence or other improvements are in need of exterior maintenance and the particulars thereof and if said Lot owner does not provide the necessary exterior maintenance within thirty (30) days of the date of notice, that it is the Association's intention to provide the necessary exterior maintenance and to assess the costs thereof to the respective Lot owner.

(b) Penalty and collection of assessment shall be as stated under Article V hereof.

Section 8. Easements and Utilities. In order to permit the practical and economical installation of utilities and amenities, easements for installation and maintenance of utilities over or under a strip of land ten (10) feet wide at any point along the front, rear, or side lines of all of the lots in the subdivision are reserved unto the Developer, its successors and assigns, including the Homeowners Association, together with the right of ingress and egress for the purpose of erecting and maintaining said utilities and amenities. In addition, easements for the installation and maintenance of said utilities and amenities are reserved as shown on the recorded plat of the Harlan Run Subdivision and any Section thereof. Within these easements,

no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities and amenities. The easement area of each Lot and all improvements in it, except as hereinafter provided, shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority, utility company, or the Homeowners Association is responsible. The term utilities as used herein includes, but is not limited to telephone, electrical power and cable television lines, pipes, wires, poles, conduits, pedestals, transformers, and equipment, and sewer, gas, water lines, drainage ditches, and all types of utility structures.

(a) The Association shall be responsible for the maintenance of drainage easements, and the area of land within any drainage easement shall be unobstructed by any structure or improvement, and individual owners shall be responsible for the maintenance of any strips of land for the property which lies between each owner's front lot line and the paved surface of the streets. Electrical power, cable and telephone utility lines which have been installed prior to sale of any Lot and which may exceed or lay outside of the ten (10) foot utility easement heretofore reserved, and insofar as said utility lines on said lots exceed said ten (10) foot easements on said lots, a right-of-way is hereby reserved for such previously installed electrical power, cable, and telephone lines at, upon, under, on and across said lots as said power, cable, and telephone lines now lie. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with such drainage and the area shall be kept as lawn only.

(b) All utilities, utility lines, utility pipes, including but not limited to electrical, gas, telephone and television service, water and sewer service, shall be placed underground, and no poles, pipes, or above ground wires or lines shall be permitted. No radio or television, aerial, antennae, tower or transmitting or receiving aerial, antenna, tower or support thereof shall be

permitted or placed upon any Lot unless it is placed adjacent to the rear/back wall of the home built on the lot and shall be placed as much out of view as reasonably possible. No satellite dish in excess of one (1) meter in width shall be placed on any lot or placed on any building located on any lot, and all satellite dishes, if placed on any building shall be placed on rear half of the roof or on the rear half of the home and if placed on the ground, shall be placed in the back yard on the lot, behind the rear wall of the building, and shall be completely covered from view. The developer shall have the right, but without the obligation, to erect an aerial or other apparatus for a master antennae or cable system for the benefit of all or a portion of the lots. Such system may be provided by the developer through an independent vendor.

Section 9. Sale and Use of Property Restricted. No part of the real estate within the Properties may be sold or used as a right-of-way to any property outside of The Properties, with the sole exception that the Developer may use or sell any portion of the real estate within the properties as a right-of-way to any property outside of the properties. This right of the Developer, and any rights established thereunder, may be sold or assigned by the Developer, in whole or in part at the Developer's unilateral option, to any person or party.

Section 10. Signs and Advertising Regulated. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on the lots in said subdivision, nor upon any building erected thereon, except address identification signs, street signs and normal and reasonable 'For Sale' signs, and except for any signs to be erected by Developer or its assigns identifying the name of the Development, and except for any temporary signs erected with permission of the Developer identifying any lending institution involved with financing the construction of the Harlan Run Subdivision Development.

Section 11. Sanitation and Water Service. All lots within the subdivision shall be serviced by public water service and individual septic/sewer systems, and all lots shall hook up to said

services and systems no later than the occupation of the home constructed on each lot. All such water and individual septic/sewer systems shall be approved by the West Virginia Health Department or such other regulatory agency as shall have jurisdiction over such matters. In the event public sewer service is made available to any lot by the appropriate governmental agency, then in that event the owner of the lot shall be required, at the individual lot owners costs and expense, to hook up to the public sewer service if and as provided and required by the rules and regulations of the West Virginia Public Service Commission and by the rules and regulations of the County Public Service District installing said service. In the event Developer installs a central sewage system, service lines shall, at Developer's expense, be brought to the property line of all lots owned by Developer and not yet sold to another party, with the party purchasing said lot or lots from Developer being responsible for the completion of the sewer service hook and costs thereof from the property line of the lot to the building/house constructed on the lot.

Section 12. Nuisances. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon a Lot which shall tend to substantially decrease the beauty of the Property as a whole, or the beauty of the specific area.

(a) No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Property. There shall not be maintained upon any Lot any plant, animal, device or thing of any sort, the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Properties. Specifically included under this Section is the prohibition against any livestock, swine, or poultry being kept on any Lots or within the improvements located on any Lot. The keeping of any non-domestic animals shall be deemed a nuisance per se under this Section; but the keeping of domestic cats and dogs, or other

traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly, or unpleasant, shall not be prohibited under this Section. The keeping, breeding or caring for profit or remuneration of any animals, including domestic animals, including dogs, cats, or other traditional household pets, or the maintaining of a kennel, shall be considered a commercial use of the Lot and is prohibited under this Section. No outside animal pens, runs, or yards shall be permitted on any Lot.

(b) No junk motor vehicles nor unregistered motor vehicles nor inoperative motor vehicles shall be permitted on any of the Lots or streets adjacent to any of the Lots within the subdivision.

(c) No dump trucks, commercial road trucks, tractors, or rigs normally used for pulling or hauling trailers, box-trailers, tank trailers, low-boys, flat beds, or other similar vehicles, heavy trucks, truck-type tractors, or other similar vehicles with or without trailers, box trailers, tank trailer, low-boys, flat beds, or other similar vehicles, no matter how propelled, or any pick-up trucks, van truck or similar vehicles having a carrying capacity in excess of one (1) ton, or any construction machinery, boats or boat trailers shall be placed, parked, stored, or permitted to remain upon any Lot or street in the Properties, except for temporary use during construction or repair of any residence or appurtenant structures, streets, utilities, or other common amenities or while actually being used in such construction or repair or for such temporary uses as moving or making deliveries.

(d) Vehicles permitted within the subdivision shall either be traveling on the subdivision streets or roadways or parked on the paved driveway or in the garage of a Lot improved by a residence. No vehicles shall be parked along or upon the streets or roadways of the subdivision or in the yard or any unpaved area of any Lot. This provision shall not apply to Lots while homes are in the process of construction on said Lots and not yet occupied.

Section 13. Fences. No lot shall be fenced in any manner except as follows:

(a) A fence may be installed to enclose a swimming pool provided the maximum height of the fence is six (6) feet or the minimum height required by any State of West Virginia or Berkeley County, law, ordinance, statute, rule or regulation mandating the fencing of private swimming pools.

(b) A fence may be installed to border or enclose all or a portion of the back yard of any lot provided the fence is placed no closer to the front lot line of the lot than the rear wall of the residential building constructed on the lot, and further subject to the requirements that the height and color of the fence and the materials used to construct the fence will be subject to the written approval of the Developer, Association, Architectural Review Committee, or their successors or assigns. Developer or its agent shall cause to be displayed at the model home located in the subdivision examples of standardized fences which will be permitted to be installed under the terms of this paragraph, the installation of which will not require further written approval of the Developer, Association, Architectural Review Committee, or their successors or assigns. Chain link fence may not be installed on any lot in regard to the matters set forth in this paragraph.

(c) Any fences existing as perimeter boundary line fences for the outer perimeter of the land purchased by the developer and developed into the Harlan Run Subdivision may be permitted to remain standing and in existence, but all interior fences not part of the outer perimeter fencing of said real estate shall not be permitted to remain standing, in existence, or replaced, subject to the exceptions set forth in items (d) and (e) of this section.

(d) The Developer, and its agents and assigns, may construct and install fencing along all or any part of the common areas, including but not limited to along streets, roads, highways, lakes, ponds, or any other bodies of water.

(e) Exception to the prohibition against installing and maintaining fences on any lot may be made the Developer or by the Association, acting by and through the Architectural Review Committee in the same manner as provided by Article VIII, Section 4 of this Declaration of Covenants and Restrictions. Any such exception, including but not limited to approvals as to height, design, materials used to construct, color and location of the proposed fence must be made in writing if approved by the Developer, Association, Architectural Review Committee, or their successors or assigns.

Section 14. Air Conditioning Units. No air conditioning units or parts thereof may be exposed to public view; but same may be installed within the main dwelling or within any accessory building, or screened or covered from view so as not to be visible.

Section 15. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; but same may be installed within the main dwelling, or within any accessory building or buried underground.

Section 16. Sale of Alcoholic Beverages. Beer and Wine Prohibited. No beer, wine, or other alcoholic beverages of any type or nature shall be sold or stored for sale on any lots.

Section 17. Swimming Pools. In-ground swimming pools are permissible, but above ground swimming pools may not be constructed, erected or maintained on any lot within the subdivision.

Section 18. Contractors. Only bona fide professional contractors shall be permitted to construct buildings, homes, outbuildings, or improvements of any kind on Lots in the subdivision. Developer shall have the unilateral and sole right to limit, approve and designate the number of and identity of contractors and builders permitted to build homes and construct improvements within the subdivision. Approval or disapproval of a contractor to perform construction on a Lot within the subdivision shall be subject to the review, approval and disapproval provisions

of Article VIII, Section 4 of this Declaration of Covenants and Restrictions.

Section 19. Recreational Vehicles, Motorcycles, Etc. Trail bikes, snow mobiles, all terrain vehicles, mini bikes and similar vehicles may be stored in a garage located on any Lot, but none of such vehicles shall be otherwise place, parked, used or permitted to remain upon any Lot or road with The Properties. No motorcycles shall be permitted in or on The Properties, except a licensed motorcycle with a muffler may be used for ingress to and egress from a Lot in The Properties.

Section 20. Rental. Homes or Lots shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as: (i) rental for any period less than 180 days, or (ii) any rental, if the occupants of the home are provided customary hotel services, such as (but not exclusively limited to) bed-and-breakfast, room service, laundry and linen service, except that any owner including a Developer or a Contractor building a home within the subdivision may rent a Home for a period of less than 180 days to a bona-fide contract purchaser. Other than the foregoing, an owner shall have the absolute right to lease a home as a non-transient residence for one household. Developer and any Contractor building a home within the subdivision, however, shall have the right to rent any unsold homes without regard to the limitation aforesaid. No owner may lease less than an entire home. Lease of a home shall not relieve the owner from the duty to pay all assessments as provided herein. In the event a tenant fails to comply with the provisions of this Declaration, in addition to all other remedies it may have, the Homeowners Association or any owner may notify the owner of the leased home of such violation(s) and demand that the same be remedied within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute any eviction action against his tenant on account of such violation(s). In the event the owner fails to fulfill the foregoing obligation in

a reasonable time and manner, than any other Lot owner, or the Homeowners Association shall have the right, but not the duty or obligation, to institute and prosecute such action.

Section 21. Trash and Garbage: 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 in a neat, clean, and sanitary condition. All Lots shall be free and clear of trash and rubbish at all times and shall be kept in an attractive, sightly manner. Each Lot shall be provided a screened area so that garbage receptacles are not visible from any other Lot or any interior subdivision road or in the alternative, provided for underground garbage receptacles or store garbage in any approved permitted accessory building.

Section 22. Clothing, Sheets, Blankets or Laundry. No Lot owner shall cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios or balconies of any building, parking areas or other portion of their Lot.

Section 23. Owner's Roster. In order to provide any orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Lot owners, each Lot owner shall give the Homeowners Association timely notice of the sale of their Lot.

Section 24. Garages. No garage shall be converted or renovated for any residential living purpose. All garages shall be kept usable as a garage for passenger motor vehicles or other permitted vehicles, subject to the following exception. The Developer or its assigns and agents are permitted to use the garages made part of the model homes as sales offices prior to the respective model home being sold to a purchaser who will occupy the home for residential purposes. Once the home is sold to the initial residential occupant the garage may no longer be used for a real estate sales office or any other business or commercial purpose.

Section 25. Tree Planting Requirement. The builder or contractor of the home on each single family residential lot shall plant at the least three hardwood trees on said Lot before said home is occupied, or as soon thereafter as weather permits.

Section 26. Tree Removal. The removal of any living trees from any lot is prohibited unless such removal is first approved by the Developer, or the Association, or the Architectural Review Board as provided by Article VIII Section 4 of this Declaration.

Section 27. Exterior Burning. No open fires shall be permitted on any of the properties or common properties. All outdoor burning shall be in small, well built, attractive exterior fire places or bar-b-que grills.

Section 28. Discharge of Firearms. The discharge of firearms shall not be permitted within the Properties or Common Properties.

Section 29. Ponds and Lakes. The ponds and lakes comprising a portion of the Common Properties within Marlan Run Subdivision may be used by Lot owners for fishing, but it is forbidden and prohibited for any person, including Lot owners, their invitees, family members, or guests, to swim, boat or place a boat, or enter into or upon the water in said ponds or lakes in any manner whatsoever. No Lot owner shall build, place, construct or attach a dock or deck of any kind which touches the water or water bed of said ponds or lakes. The prohibitions contained in this paragraph shall not apply to the Developer.

Section 30. Catch Basins and Drainage Areas. Catch basins and drainage areas are for the purpose of the natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Developer may change or rechannel the drainage flow after location and installation of drainage swales, storm sewers or other storm drains. Developer hereby preserves a perpetual easement across the Lots and Properties and Common Properties for the purpose of altering drainage and water flow.

Section 31. Landscaping at Street Intersections. All Lots located at street intersections shall be landscaped so as to permit

safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 32. Outdoor Lighting. Outdoor lighting shall be of the type and installation such that no direct glare is visible from adjoining lots.

Section 33. Construction Debris. During construction, lots shall be kept free and clear of unnecessary and unsightly debris. All trash, rubbish, and debris shall be cleaned on a reasonable, periodic basis during construction, and all trash, rubbish and debris shall be promptly removed from the lot after construction is completed. Existing storm water runoff drainage patterns for each lot shall be protected at all times both during and after construction. During construction, reasonable measures shall be taken to prevent erosion by wind and water.

Section 34. Signs, Lettering and Mail Boxes. The Developer shall determine the location, color, size, design, lettering, and all of the particulars of all mail or delivery boxes and the standards and brackets and name signs for the mail boxes in order that the mail and delivery boxes be of a similar character, but not necessarily uniform, in appearance with respect to these items. The Developer shall determine the location, color, size, design and lettering (including numbers) of any decorative features, items, plaques, words or numbers placed on the exterior of any house, garage, or any other improvement placed or located on the Lot. No free standing signs shall be allowed on any Lot except as otherwise provided in this Declaration for identification of the subdivision or the model homes or bona-fide "For Sale" signs for the sale of any improved or unimproved Lot, all of which freestanding signs may not be placed within the Development until first approved by the Developer. The Developer may designate the Association or the Architectural Review Committee to act for it in the matters set forth in this paragraph.

Section 35. Garden and Yard Statuary, Ornaments and Birdfeeders. No garden or yard statuary, ornaments, birdfeeders

or fountains shall be placed or located in the front or side yard of any lot. Such items may be placed or located in the back yard of any lot, that is, the portion of the yard behind the back wall of the house located upon the lot. No vehicle tires of any type may be placed upon a lot, except when in use and connected to a motor vehicle. Seasonal ornaments celebrating holiday seasons may be placed on a lot or the improvements thereon, but must be removed upon the expiration of the particular holiday season.

Section 36. Interior Window Treatments. All interior window treatments visible from the front of any house on any lot shall be white or beige or of a uniform neutral color.

Section 37. Vegetable Gardens. No vegetable gardens or produce may be grown or located in the front yard of any lot, but may be grown or located in the rear of any lot. The rear of the lot is defined as the portion of the lot behind the back wall of the house located upon the lot.

Section 38. Outbuilding Storage Buildings and Storage Barns. Outbuildings, storage buildings, and storage barns may be constructed on the Lot provided they do not violate the setback provisions set forth in this Declaration of Covenants and Restrictions, provided they are located in the back yard of the Lot, and provided they have a width no greater than twelve feet, a length no greater than twenty feet, walls (not including the roof) no taller than six feet, and provided they are constructed of wood and of a barn type design with a color matching that of the home on the same lot. No outbuildings, storage barns, or storage buildings made of metal shall be constructed, placed, or located upon any Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration and Amendments. The 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

twenty (20) 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 of the entire HAZEL HUN SUBDIVISION has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year 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 such action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at that time of such mailing.

Section 3. Remedies. The Association, or any Owner, shall have the right to enforce this Declaration and the Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provisions of this Declaration or any restrictions contained, to restrain violation, to require specific performance and/or to recover damages; and to proceed against any Lot to enforce any lien created by these Restrictions. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees, in the event any legal action is taken by the Association, and such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Nonwaiver. Failure of the Developer or any Owner, or their respective legal representative, heirs, successors and assigns, to enforce any Restrictions contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 5. Assignability. The Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under the Declaration, subject to the Developer's obligations hereunder.

Section 6. Construction and Interpretation. The Association, to the extent provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, and interpretation and the enforcement of the provision of this Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners to the end that the Property shall be preserved and maintained as a viable community.

Section 7. Severability. All the covenants, conditions, restrictions, and reservations contained in this Declaration are hereby declared to be severable and the finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful, or unenforceable shall not effect the validity or enforceability of any other covenants, conditions, restrictions, reservations, clause or phrase thereof.

Section 8. Nonliability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association or the Developer, or their successors or assigns, any liability whatsoever for property damage and/or personal injury occurring to any person or persons whomsoever, or by reason of any use of any Common Areas, ponds, lakes, roadways or streets. Any and all persons using any such streets, roadway, Common Areas, ponds, lakes or easements shall do so at their own risk and without any liability whatsoever on the part of the Association, the Developer or their respective successors or assigns, as the case may be.

Section 9. Applicability. All provisions of the Declaration which govern the conduct of Lot owners shall also apply

to all occupants, guests, agents, and invitees. Every Lot owner shall cause all occupants of their lot to comply with the Declaration.

WITNESS, the following signatures and seals as of the day and date first above written by the Developer herein.

HARLAN RUN LLC, a West Virginia
Limited Liability Company

BY: NEWBRAUGH DEVELOPMENT COMPANY,
a West Virginia corporation,
Manager and Member

By *H. William Newbraugh* (SEAL)
H. William Newbraugh, President

STATE OF WEST VIRGINIA.

COUNTY OF BERKELEY, to-wit:

I, *Jo Ann Roy*, a Notary Public in and for the County and State aforesaid, do hereby certify that H. William Newbraugh, President of Newbraugh Development Company, Inc., a West Virginia corporation, as Manager and Member of Harlan Run LLC, a West Virginia limited liability company, who signed the writing hereto annexed, bearing date on the 1st day of December, 1997, for and on behalf of Harlan Run LLC, a West Virginia Limited Liability Company, has this day acknowledged the same before me in my said County and State to be the act and deed of said West Virginia Corporation and West Virginia Limited Liability Company.

Given under my hand this 1st day of December, 1997.



Jo Ann Roy
Notary Public

My Commission Expires: *April 3, 2002*

This document was prepared by J. Oakley Seibert of the law firm of Bowles Rice McDavid Graff & Love, P.L.L.C., P. O. Drawer, 1419, Martinsburg, WV 25401.
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