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CARL, KEATON & FRAZER PLLC Del: 7-8-10

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BOOK 490 PAGE 440 71054

FIRST AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
FOR
SLEEPY KNOLLS SUBDIVISION

a Planned Development form of Common Interest Community
situate in
Gore District of Hampshire County, West Virginia

THIS FIRST AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY FOR THE SLEEPY KNOLLS SUBDIVISION, is effective the 21st day of June, 2010, and Sleepy Creek Holdings, LLP, a West Virginia limited liability company (hereinafter referred to as "DECLARANT"), the owner of certain real estate and improvements for itself and its grantees and assigns, hereby makes the following declaration:

WHEREAS, Declarant dedicated Sleepy Knolls Subdivision ("Subdivision") by Declaration of Common Interest Community recorded in the Office of the Clerk of the County Commission of Hampshire county, West Virginia, in Deed Book No. 488 at Page No. 49; and

WHEREAS, Declarant desires to Amend the Declaration and Declarant owns all Units in the Subdivision.

WITNESSETH, Declarant, as owner of more than sixty-seven (67%) per cent of all Units in the Subdivision hereby modifies and amends the Declaration as set forth herein below. To the extent not expressly modified hereby, the original Declaration shall remain in full force and effect:

Amendment #1:

Paragraph 13.14 Landscaping, is modified and amended as follows.

a. Unit Owners shall cause at least five (5) bushes or trees of varieties and sizes suitable to the BCC to be planted on the Unit.

~~b. The Unit Owner shall replace any bush or tree planted in compliance with the preceding requirement, which shall not survive for a period of at least twenty-four (24) months from planting.~~

Amendment #2:

Paragraph 16.6, is modified and amended as follows:

16.6. All Units shall at all times be ~~aggressively~~ maintained in an attractive manner consistent with the Governing Documents. All lawns must be well maintained (mowed and trimmed) in an attractive condition commensurate with the Association's standards at all times. Any portion of the Common Elements situate between the paved surface of the road and a Unit must be at all times maintained and mowed by the owner of the Unit. Unless the Association expressly agrees in writing to maintain any easement, each Unit Owner shall be obligated to maintain the surface of all easements located on the owner's Unit and the improvements, including drainage controls, situate therein.

Amendment #3:

Paragraph 16.13, is modified and amended as follows:

~~16.13. No Unit or Common Element shall be used for the discharge of firecrackers, fireworks, or firearms.~~

Amendment #4:

Paragraph 16.14, is modified and amended as follows:

16.14 Hunting and trapping are is expressly prohibited in the Subdivision.

Amendment #5:

Paragraph 16.17, is modified and amended as follows:

16.17 Pets are only permitted in or on Common Elements if restrained by a leash and accompanied by the owner of the animal. All Units Owners shall actively collect and dispose of animal waste deposited in the Common Elements and shall be subject to a reasonable fine for each violation of this provision, ~~which fine shall not be less than \$50.00 per occurrence (in 2009 dollars subject to Consumer Price Index variation in accordance with WV Code § 36B-1-114).~~ The Association may revoke Common Element animal privileges as a result of any violation of this provision or other Rules and Regulations relating to the Common Elements.

Amendment #6:

Paragraph 16.18, is modified and amended as follows:

16.18. No **portion of the exterior of any** Unit shall be utilized for animal breeding and no Unit Owner shall feed stray or other animals in the Subdivision.

Amendment #7:

Paragraph 16.19, is modified and amended as follows:

16.19. No commercial signs, ~~including~~ **excluding** "Garage Sale", or other similar signs shall be erected, placed or maintained on any Unit or on any Common Element, except with the written permission of the Association, or except as may be required by legal proceedings. Not more than one "For Sale" or "For Rent" sign shall be displayed on any Unit at any time, and all such signs shall be preapproved as to substance, appearance and size by the Association. Not more than one political sign or sign advertising or advocating any candidate for public office or political issue may be displayed on, or be visible from, any Unit at any time ("Political Signs"). No Political Signs be displayed for a period of more than ten (10) days during any calendar month nor more than ten (10) days before or two (2) days after the election or vote subject of such sign and all of such signs shall be less than four (4) square feet in total placard area . **Garage Sale signs shall not be posted more than one (1) week before the event, and shall be removed within one (1) week after the event.**

Amendment #8:

Paragraph 16.22, is modified and amended as follows:

16.22 No clothes lines of any type may be erected or placed upon any Unit **except in accordance with the provisions of Sections 13.15(f).**

Amendment #9:

Paragraph 16.23, is modified and amended as follows:

16.23 Except during construction of a Dwelling, no loud power tool may be operated on the exterior of any Unit between 9:00 p.m. and ~~9:00 a.m.~~ **7:00 a.m.** Loud power tools include, but are not limited to, the following: lawn mowers, trimmers, shredders, chain saws, jack hammers, snow blowers, circular and other electric or gas powered saws, etc. Provided, however, that snow blowers and snow removal equipment shall be an exception to this requirement when utilized to remove snow from the driveway and sidewalk of a Unit.

Amendment #10:

Paragraph 20.4, is modified and amended as follows:

20.4. Minimum Annual Assessment: ~~The minimum annual assessment for Common Expenses is, at the execution hereof Four Hundred Fifty Dollars (\$450.00) if all Association costs are being paid by Association and none are being paid by Declarant and the minimum annual assessment shall never be less than the original amount.~~ The annual assessment shall always be based on the Association's budget which shall address reasonably anticipated needs of the Association.

Except to the extent expressly modified hereby, all terms, conditions, agreements and other provisions of the Declaration shall remain in full force and effect.

Witness the following signature this 25 day of June, 2010:

Declarant,
Sleepy Creek Holdings, LLP:

By: Melvin E. Berner Class A Partner
Its: Managing Partner

By: Fred Greenberg Class A Partner by Melvin E. Berner
Its: his attorney in fact

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to-wit:

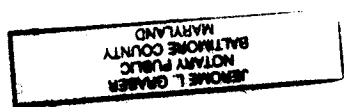
This instrument was acknowledged before me, the undersigned Notary Public, this 25th day of JULY, 2010, by Madeline C. Baum Class A Partner and Fred Greenberg Class A Partner, in their capacity as managing Partner of Sleepy Creek Holdings, LLP, a West Virginia limited liability partnership, for and on behalf of said limited liability partnership by exercise of authority duly given and as the official act thereof.

My Commission Expires: 7-11-2013

*by Madeline C. Baum
his attorney in fact*

[Signature]
Notary Public

THIS DOCUMENT PREPARED BY:



STEVEN M. PRUNTY
BOWLES RICE MCDAVID GRAFF & LOVE, LLP
7000 HAMPTON CENTER, SUITE K,
MORGANTOWN, WV 26505

Sharon H Link
HAMPSHIRE COUNTY 10:19:09 AM
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STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 7/1/10 10:19AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.