

AMENDED DECLARATION OF
RESERVATIONS AND
RESTRICTIVE COVENANTS

DATED: June 25, _____, 1993.

EAGLE BAY PROPERTIES, INC., a Virginia Corporation, is hereby referred to in this document as "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 the RESTRICTIONS at the time of violation shall not be deemed a waiver to enforce the covenant.

The GRANTOR herein specifically and explicitly excluded from the provision 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 the GRANTOR by subsequently recorded instruments.

1. PROPERTY SUBJECT: These RESTRICTIONS are applicable

to the following described property (hereinafter "PROPERTY" located in BLOOMERY DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA:

Approximately 397.72 Acres, more or less, "FIRST TRACT", situate on the westerly side of the Great Cacapon River, and located along WV Secondary Route 29/4 at Pin Oak. All as more particularly described as Lots 4 through 18 on the Plat prepared and drawn by Davy & Lovett Enterprises, Inc., dated July 12, 1990 and recorded in Map Book 6, at Page 46.

And being a portion of the 1916.234 Acre tract acquired by the Wycombe Corporation by Deed dated February 1, 1975 and recorded in the Office of the Clerk of the County Commission of HAMPSHIRE COUNTY, WEST VIRGINIA in Deed Book 215, at Page 312.

RESIDENTIAL AND AREA USE: GRANTOR anticipates the subdivision of the Property as above-described, and all subsequent conveyances of the Lots hereby created shall be for residential/recreational purposes only. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not less than 800 square feet minimum total area, exclusive of porch, basement and garage; however, a guest house is permitted so long as the same is not occupied as a full-time residence. In no event shall these RESTRICTIONS apply to any residence or building in existence on the subject premises at the time of the recording of these Reservations and Covenants.

This clause in no way shall be construed to prohibit a commercial operation consisting of a Bed and Breakfast or similar operation as the same is compatible with the area and with residential/recreational use. All other commercial activities

are prohibited.

A. A private garage may be built separately or attached to and made a part of 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 trailer, buses, mobile homes, double-wide homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for the storage of materials therein, either permanently or temporarily; however, modular homes shall be permitted. Temporary camping is permitted on the Lots only by the owner thereof and his or her family and guests. 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 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:

There shall be an annual maintenance fee of \$100.00 for each deeded lot for the repair and maintenance of the "Common Road" beginning at the entrance off Route 29/4 between Lots 18 and 4 and ending at the CuJ De Sac on Lots 8 & 9; however, should the GRANTOR combine any lots and sell the same as one unit, such as Lots 9 & 10, 11 & 12, and 15 & 16, then the combination shall also be assessed an annual fee of \$100.00. LOTS ONE (1), TWO (2), AND THREE (3) ARE NOT SUBJECT TO ROAD MAINTENANCE FEES. This decision concerning combination of Lots is at the sole discretion of the GRANTOR. This maintenance fee may be increased by an Owner's Association or by the GRANTOR, if collecting the fees prior to the establishment of the Homeowner's Association, but only to the extent necessary to cover the actual

cost which may occur due to unexpected conditions or acts of God, i.e. unusually heavy snows, torrential down-pours causing wash-outs, etc. For purposes of this Paragraph, maintenance shall be defined as standard road maintenance, cleaning culverts, grading, normal repairs, normal snow removal (snow amounts are of course, unpredictable, and may constitute the most unforeseen expense related to road 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 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 expected 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, builder's job location signs and real estate signs affecting the premises for sale, none of which exception, 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 situate, unless the majority of the members of the Homeowner's Association vote to remove or replace the same. The Homeowner's 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 agriculture or swine 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 (20) 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 Homeowner's Association and provision for common are maintenance assessments.

WITNESS the following signature and seal of EAGLE BAY PROPERTIES, INC., a Virginia Corporation, by _____, its _____, which was duly authorized by its Board of Directors.

EAGLE BAY PROPERTIES, INC.,
A VIRGINIA CORPORATION

BY: _____
ITS: _____

(CORPORATE SEAL)

THIS INSTRUMENT WAS PREPARED BY ROYCE B. SAVILLE
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