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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CAPON BRIDGE TECHNOLOGY AND INDUSTRIAL PARK**

THIS DECLARATION is made and executed as of this 23rd day of April, 2008,
by **HAMPSHIRE COUNTY DEVELOPMENT AUTHORITY**, a West Virginia public
corporation, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer has created a commercial subdivision known as the Hampshire
County Technology and Industrial Park (the "Industrial Park") upon real estate owned by it in
Capon District, Hampshire County, West Virginia; and,

WHEREAS, the Developer desires to provide for the preservation and enhancement of
the property values, amenities and opportunities in said Industrial Park 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 lands 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; and,

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the
values and amenities in said Industrial Park, to create an agency to which should be delegated
and assigned the powers of owning, maintaining, and administrating the common properties and
facilities and administrating and enforcing the covenants and restrictions, and collecting and
disbursing the assessments and charges hereinafter created, and promoting the health, safety and
welfare of the said property owners.

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 and Restrictions and all other provisions herein set forth in or incorporated in this entire document, as may from time to time be amended.
2. "Association" shall mean and refer to the Hampshire County Technology and Industrial Park Owners Association, its successors and assigns.
3. "Developer" shall mean and refer to the Hampshire County Development Authority, a West Virginia public corporation, its successors and assigns.
4. "The Properties" shall mean and refer to all real property more particularly described in Article II hereof and all real property as may from time be annexed thereto under the provisions of Article II hereof.
5. "Common Properties" shall mean and refer to those areas of land shown on any recorded Industrial Park plat of The Properties and improvements thereto, and the streets and ingress/egress easements and rights-of-way which are intended to be devoted to the common use and enjoyment of the Owners. No portion of the water system or sewerage system serving the Industrial Park shall be considered to be Common Properties.

6. "Lot" shall mean and refer to any plot of land shown upon any recorded Industrial Park map of The Properties with the exception of the "Common Properties" or any portion of the water system or sewerage system.

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 an 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 Capon District, Hampshire County, West Virginia, and is identified as Capon Bridge Technology and Industrial Park of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 379, Page 366, and Deed Book 387, Page 138, (the "Plat").

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 right to bring within the scheme of this declaration additional real estate which is contiguous to any portion of the existing property. Such real estate may be brought in in one or more future stages of development. **NOTHING HEREIN SHALL MEAN THE DEVELOPER MUST DEVELOP ANY ADDITIONAL PROPERTIES OTHER THAN THE EXISTING PROPERTY.**

b. The additions authorized under (a.) above shall be made by the filing of record of one or more Supplementary Declarations with respect to the additional property or properties and by filing of record a general plat of development for the additional property or properties. Unless otherwise stated herein such general plat shall not bind the Developer to make the proposed additions.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Members. Every Owner 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. The Developer shall remain a member of the Association even if it is no longer an Owner.

Section 2. Voting Rights. The association shall have one class of membership. Votes shall be allocated to Owners on all matters equal to and based upon each Lot's percentage of liability for assessments as set forth in Section 2 of Article V. When more than one person holds an interest in any Lot all such persons shall be Members. The allocated vote of each of the Lots shall be exercised among the owners as they themselves determine.

**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 may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such

time as, in the sole and exclusive opinion of the Developer, the Association is able to maintain the same.

Section 3. Dedication. All streets, as a part of the Common Properties, shall be dedicated in fee or the right-of-way over the same shall be dedicated to the Association to be owned by it and dedicated for the public use as indicated on any recorded plats of the Industrial Park.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Responsibility for Assessments. Each and every Owner, their successors and assigns, of any portion of the real estate herein described, whether or not it shall be expressed in such Owner's deed, covenants and agrees to pay an annual assessment to cover a portion of the costs incurred by the Association in maintaining, repairing, replacing, and insuring the Common Properties, as defined herein. The obligation of each Owner to pay this assessment shall be a separate and independent covenant on the part of each Owner, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association to adequately perform such maintenance responsibilities, the sole remedy of each Owner for failure of the Association to perform being suit at law or in equity. In the event the Association fails to adequately perform the maintenance responsibility herein provided for, any Owner shall have the right to enforce all of the obligations provided for herein.

Section 2. Computation of Assessments. On an annual basis, the Association shall determine an estimated budget for maintaining, repairing, replacing, and insuring the Common Properties during the upcoming year in a manner consistent with, and to the level of good and reasonable engineering standards, which budget shall include an appropriate amount to be placed in a reserve fund for capital repairs and replacements and reasonable liability insurance. Such budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the

immediately preceding year, as compared to actual expenses for that period. Such budget shall be developed in a manner reflecting the cost allocated to maintaining, repairing, replacing and insuring the Common Properties as a whole. Owners of lots within the Industrial Park with access directly to Hampshire County Route 6 (Smokey Hollow Road) are exempt from paying any portion of the expenses for maintaining, repairing or insuring any interior street or road within the Industrial Park; provided, however, those Owners electing to use the interior streets or roads for access shall pay a proportionate share of said expenses.

One hundred percent (100%) of the annual budget, as adjusted (hereinafter "Commercial Basis"), shall be used as the basis for computing the total annual assessment obligation for the properties. The percentage of the total annual assessment payable by each Owner of any portion of the properties shall be based on the relative acres or square footage contained in each Owner's Lot as compared to the total acres of all of the Lots comprising the properties and shall be determined by the following formula:

$$\begin{array}{l} \text{Total Number of Acres Owned by} \\ \text{Commercial Owner} \\ \hline \end{array} \quad \times \quad \begin{array}{l} \text{Annual Budget} \\ \text{(Dollars)} \end{array} \quad = \quad \text{Assessment}$$

Total Number of Acres
in all Commercial Property

Section 3. Adoption of Budget. Within thirty (30) days after adoption of a proposed budget for the Association the Board shall provide a written summary of the budget to each Member and shall set a date for a meeting to adopt the budget. Unless at that meeting Members controlling at least fifty-one (51) percent of the votes in the Association reject the budget, the budget is ratified. If the proposed budget is rejected the periodic budget last ratified continues

until the Members ratify a budget proposed by the Board. The first annual budget of the Association shall be adopted by the Board of the Association without ratification by the Members.

Section 4. Payment of Assessments. Within thirty (30) days of receipt of notice of an annual assessment, each owner of any portion of the Assessment Lots shall pay to the Association the entire amount due. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Association may from time to time reasonably determine. If the assessment is not paid when due, a lien, as herein provided, shall attach to the property of the delinquent owner of the Assessment Lots. The lien shall include interest (not to exceed the maximum lawful rate) on the principal amount due and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may institute suit to collect such amounts and to foreclose its lien. The lien provided for in this Article shall be in favor of the Association. Upon recording of a notice of lien on any owner's portion of the Assessment Lots, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments. The initial annual assessment to be levied shall be reduced pro rata based upon the number of months remaining in the fiscal year adopted by the Association after the month in which all or portion of the Lots are first conveyed by Developer.

ARTICLE VI
NOTICE OF MEETING
CONSTITUTION OF A QUORUM

Section 1. Notices. Written notice of any meeting of the Association shall be sent to all members at least twenty (20) days in advance and shall set forth the purpose of the meeting.

Section 2. Quorum. The Members entitled to vote on any matter at a meeting of the Association shall constitute a quorum for action on the matter.

ARTICLE VII
PLAT REVISIONS AND AMENDMENTS

Section 1. Developer's Right. Developer, its successors and assigns, reserves the right to modify the plans of any plat of Lots within the Industrial Park and to change the size and shape of blocks and Lots and the direction and location of 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 and size of any Lot which has been sold or the direction or location of any 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.

ARTICLE VIII
RESTRICTION AND PROTECTIVE COVENANTS

Section 1. Permitted Uses. The purpose of the Industrial Park is to provide a basis for industrial and business job growth for the citizens of Hampshire County. All lots within the Industrial Park shall be used for manufacturing, processing, distribution, service office or retail businesses.

Section 2. Prohibited Uses.

(a) No property within the Industrial Park shall be used for any of the following purposes:

- A. Residential purposes.
- B. Commercial incineration.
- C. Auto wrecking or auto salvage yard of any type.
- D. Open storage of waste paper, cloths, rags, scrap metal, scrap glass or other discarded materials.
- E. Mixing plant for asphalt, concrete or similar materials.
- F. Processes emitting odor, dust, fumes, noise, smoke or vibrations in excess of permitted levels contained within any operating permit issued by any federal, state or local government agency with jurisdiction over such processes, or, if no specific operating permits are required, in excess of any standard operating levels established or regulated by any federal, state or local government agency with jurisdiction over such processes.
- G. No waste material or refuse shall be dumped upon or permitted to remain upon any Lot outside of any buildings constructed thereon. No waste shall be discharged to the sewerage system serving the Industrial park in excess of any standards or regulations established by the utility operating the sewerage system. All liquid and solid waste must be treated to conform with applicable standards of the West Virginia Bureau of Health and the West Virginia Division of Environmental Protection.

Section 3. Approval of Plans and Specification Required. All site plans and building plans must be approved by the Hampshire County Planning Commission. In addition, no building, garage, structure, fence, wall, sign or other improvement shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or the use thereof, be made upon any Lot no matter for what purpose or use, until complete and comprehensive

plans and specifications, showing the nature, kind, shape, height, materials, exterior architectural scheme, location and frontage on the Lot, and the grading, elevation and landscaping of the Lot to be built upon or improved, shall be submitted to and approved in writing by the Developer, its successors, or assigns, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the Developer, its successors and assigns. Nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO REFUSE APPROVAL OF ANY SUCH PLANS OR SPECIFICATIONS, OR GRADING, ELEVATION OR LANDSCAPING PLANS OR CHANGES, WHICH ARE NOT SUITABLE FOR DESIRABLE IN DEVELOPER'S OR ITS SUCCESSORS SOLE AND ABSOLUTE DISCRETION AND OPINION, FOR AESTHETIC OR OTHER REASONS. In passing upon such plans and specifications, or grading, elevation and landscaping plans, the Developer, its successors or assigns, shall have the right to take into consideration the suitability of the proposed building or improvements or erections and/or the materials of which the building or other improvements or erections are to be built and the site upon which it is proposed to be erected and used, the harmony thereof with the surroundings and the effect of such improvements, additions, alterations or changed use, as planned, or the outlook from the adjacent or neighboring property, and any and all factors which in Developer's sole and absolute discretion and opinion would effect the desirability or suitability of such proposed improvements, erections, alterations or changes. In order to insure the development and maintenance of the properties as a commercial development of high standard, the Owner of each Lot, by accepting title thereto or by occupying the same, hereby covenants and agrees that no building, structure, signage, or improvement shall be erected, altered, placed or permitted to remain upon any such Lot, or other land area, unless and until plans and specifications therefore have met the requirements of this Section. The Developer hereby reserves the right to assign the duties and responsibilities of this review and approval to the Association. The Developer shall review all plans and specifications submitted pursuant to this paragraph and make written comments thereto and deliver said written comments to the property owner within sixty (60) days of the receipt of such plans and specifications. Failure of the Developer to reply to the

property owner within the said sixty (60) day period shall be deemed to be an acceptance by the Developer of said plans and specifications.

Section 4. Setback Restrictions.

A. All Lots shall comply with the following minimum dimensions of yards and building lines. Structures shall include anything which requires location on or attachment to the ground, but does not include pavements, retaining walls or landscaping.

1. Rear Yard – All structures shall be at least 10 feet from the rear property line.

2. Side Yards – the sides of the structure shall be at least 10 feet from the side property line. The Developer may require an increase in this set back due to either exiting utility or drainage easements. Final determination will be made during site plan review.

Front Yard – The minimum front yard building setback shall be 75 feet from from the edge of the roadway. Set back may increase based on final review of site plan and park design drawings.

Section 5. Easements. In order to permit the practical and economical installation of utilities, drainage channels 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 each Lot are reserved unto the Developer, its successors and assigns, including the Association, together with the right of ingress and egress for the purpose of constructing 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 plats. 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 Association is responsible.

Section 6. Garbage Receptacles. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be placed in sanitary containers. All receptacles for garbage shall be located in a screened area and shall not be visible from any other Lot or any interior road.

Section 7. Storage Receptacles. All fuel tanks or similar storage receptacles shall be located in a screened area and shall not be visible from any other Lot or any interior road.

Section 8. Placement of Utilities. All utilities and utility lines and pipes shall be placed underground.

Section 9. Storage of Equipment, Raw Materials or Products; Parking.

A. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to the operations being carried within the building [s] located on the Lot. No storage shall be permitted within the setbacks set forth herein, and all storage shall be shielded from view from public streets and highways.

B. Each owner or occupant shall provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within the

Industrial Park. The minimum parking requirements shall be the greater of (i) one parking space for every two employees or (ii) the requirements of the Hampshire County Planning Commission. Parking for employees and customers will be allowed in the Front Lot Line setback; provided, however, it will be the owner or lessees responsibility to repair, replace or restore any surfaces placed over underground utilities that may require removal due to maintenance. All driveways, walks, parking areas, and loading areas, shall be improved with concrete, asphalt, or other hard surface material, such as crushed stone, to reduce dust and mud.

C. Loading docks shall be located so that parked trucks or other delivery vehicles do not block or restrict traffic on streets or parking area entrances or exits in the park. Loading docks and delivery areas shall not be located on the side of any buildings facing public streets or highways.

D. All sides of any building facing upon a street or public highway shall have exterior facing of architecturally approved materials such as: face brick, concrete block, architectural concrete, steel, wood, or aluminum factory-finished panels and glass. All exposed concrete block or metal must be painted or treated within ninety (90) days from the date of occupancy except those materials not normally painted or those which have been pre-finished. No structure, trailer, or other outbuilding of a temporary nature, shall be erected, situated or maintained on any part of the subject property without the prior written consent of the Developer. This shall not apply to construction buildings or storage facilities used in the course of construction of any permanent building. All temporary storage facilities shall be moved within 30 days of completion of the permanent structure.

E. All buildings, parking areas, and other parts of any Lot shall be maintained properly to provide safe conditions and display an attractive appearance. The area between the buildings and the property lines is to be used either for open landscaped and green areas, or for off-street parking. All landscaped areas shall be properly maintained in a sightly and well-kept condition.

F. The real estate herein conveyed shall not be subdivided without the prior consent of the Hampshire County Development Authority.

Section 10. Signs:

All signs erected shall be of high quality and appearance that will not detract from the overall appearance of the property. No billboards or advertising signs, other than those identifying the name, business, address, telephone number and products of the firm occupying any Lot shall be permitted. All signs shall not be lighted except for shaded light to make possible night time reading. All such signs shall be approved in writing from the Developer prior to installation.

ARTICLE IX

DEVELOPERS REPURCHASE

A. Repurchase of Lot. If, after the expiration of six (6) months from the date of a sale or lease of a parcel of real estate within the Industrial Park the Purchaser or Lessee has not begun construction of a permanent building upon said real estate, or if, within the expiration of two (2) years of from the date of sale or lease of a parcel of real estate within the Industrial Park the Purchaser or Lessee has not completed construction of permanent building upon the real estate, then in either event the Developer reserves the right to repurchase the parcel of real estate or cancel the lease, as the case may be. The purchase price for the repurchase shall be the original purchase price of the parcel. The exercise of such rights by the Developer shall be in writing and shall be delivered by first class mail to the Purchaser or Lessee at the last known address given by the Purchaser or Lessee to the Developer. In the event Developer exercises such rights the Purchaser shall convey the parcel to the Developer. Settlement shall occur not later than sixty (60) days after notice as aforesaid shall have been deposited in the United States mail. At settlement the Purchaser shall convey the real estate to the Developer by general warranty deed, free of all liens and encumbrances for a sum of money to be paid by Developer to Purchaser

equal to the Purchase Price paid to the Developer for the original sale. In the event of cancellation of a lease notice shall be given by the Developer to the Lessee as described herein. Cancellation of the lease shall be effective upon the date contained within the Notice of Cancellation, but in any event not more than sixty (60) days after notice as aforesaid shall have been deposited in the United States mail.

B. Right of First Refusal. In the event the owner or lessee of a lot within the Industrial Park receives a bona fide offer from any person, firm or corporation to purchase said lot, or to assume the lease for the lot, the owner or lessee shall deliver to the Developer a copy of the offer in writing and notify the Developer of the intention of the owner or lessee to accept the offer. The notice as aforesaid shall be deposited in the United States mail within thirty (30) days after the owner or lessee has received the offer. The Developer shall have the right within sixty (60) days after receipt of the offer of the notice of intent to accept the terms of said offer in its own name, or in the name of a nominee, for the gross purchase price and on the terms specified in said offer. If the Developer shall not so elect within the said period the owner may then sell the real estate or the lessee may assign the remaining term of the lease, as the case may be, provided said sale is on the same terms and conditions and for the price set forth in the written offer to the Developer as described herein. Said sale or assignment shall be completed within a period of not more than six (6) months after the expiration of the sixty (60) day period within which the Developer had the right to accept the offer as set forth above. Failure to complete any sale of the real estate or assignment of the lease after the expiration of said six (6) month period shall be subject to the provisions of this paragraph.

C. Remedies. The Developer may enforce its rights as set forth this Article IX herein by action at law or in equity, including but not limited to an action for mandatory injunctive relief. Venue for any such action shall be the Circuit Court of Hampshire County, West Virginia.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration and Amendment. This Declaration may be modified at any time by the owners of a majority of the lots within the Industrial Park; provided, however, that no modifications shall limit or restrict the current business activity of an owner or occupant of any Lot within the Industrial Park at the time the modification is made. All modifications shall be in writing, signed by a majority of the owners of lots within the Industrial Park and shall be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia. This declaration shall be effective for a period of twenty-five (25) years from the date hereof; provided, however, this declaration and any amendments thereto, shall automatically be renewed for successive periods of twenty-five (25) years unless terminated before the expiration of the period then in effect by writing signed by the owners of not less than seventy-five percent (75%) of all lots within the Industrial Park. The restrictions of this Declaration shall run with and bind the land, and shall inure perpetually 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.

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, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Remedies. The Association, or any Member or 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 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 or Assessment 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 the court of competent

jurisdiction, shall constitute a lien on the Lot or Assessment Lot, collectible in the same manner as assessments hereunder.

Section 4. Non-waiver. Failure of the Developer or any Member, 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 his rights and powers under this 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 provisions of this Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling 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 Members 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 a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful, or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or any clauses or phrases thereof.

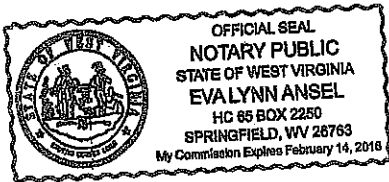
Section 8. Nonliability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association or the Developer, or their successors or assigns, any

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 or streets. Any and all persons using any such streets, Common Areas, 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.

WITNESS, the following signatures and seals as of the day and date first above written, by the Hampshire County Development Authority.

WITNESS, the following signatures and seals.

HAMPSHIRE COUNTY
DEVELOPMENT AUTHORITY



By: Walter H. Raymond
Its: President

STATE OF West Virginia
COUNTY OF Hampshire, TO-WIT:

I, Evalynn Ansel, a Notary Public of said county, do certify that Walter H. Raymond who signed the writing hereto annexed on behalf of the Hampshire County Development Authority, bearing date as of the 9th day of May, 2008, has this day in my said county, before me, acknowledged the same to be the act and deed of said company.

Given under my hand this 9 of May 2008.

Eva Lynn Orice
Notary Public
My Commission Expires February 14, 2016

Prepared by Roy Shingleton, Jr

SHARON H LINK
HAMPSHIRE COUNTY 03:21:25 PM
INSTRUMENT NO 106882
DATE RECORDED 05/09/2008
DOCUMENT TYPE CSR
BOOK-PAGE 474-112
REC/P/REGISTRATION \$0.00 \$0.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 5/9/08 3:21pm

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.