

Book 1494  
459

RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS FOR RIVERSIDE  
VILLAGE, TOWN OF CAPON BRIDGE-BLOOMERY DISTRICT,  
HAMPSHIRE COUNTY, WEST VIRGINIA

The following restrictive covenants, conditions and reservations shall apply and be binding upon all real estate, consisting of Lots 1 through 15 and commons areas, situated in Riverside Village subdivision as shown on the plat of said subdivision which shall be recorded in the Office of The Clerk of the County Commission of Hampshire County, West Virginia, in the Map Books thereof, and shall be considered covenants running with the land and shall be binding upon all owners in said subdivision, their heirs, successors, and assigns.

Article 1 - Definitions

1. "Association" shall mean and refer to the Riverside Village Homeowners Association, its successors and assigns.
2. "Owner" shall mean the record owner of the fee simple title to any lot or tract which is a part of the subdivision.
3. Property shall mean and refer to the real estate referred to herein and shown upon the aforementioned plat and such additions thereto as hereafter becomes a part of said Subdivision.
4. "Lot" shall mean and refer to any numbered or similarly designated tract or land shown upon the aforementioned subdivision plat.
5. "Declarant" shall mean and refer to the DBD of WV, LLC, a West Virginia Limited Liability Company.

6. "Common Area" means that certain 9.831 acre portion of said subdivision as shown on the above referenced plat, of which said area 6.013 acres is set aside for the use of all lot owners, the remaining commons area comprising 3.818 acres is surveyed off into 15 individual private river access area for each lot owner in the subdivision, and one common river access area for the use of all lot owners. Reference is made to the aforementioned plat for a more particular description of the common areas. Village Drive, the main roadway serving the subdivision, shall be dedicated to the Town of Capon Bridge. The common areas do include, however, the roadways set forth on said plat as "designated 20 foot wide access". The common area shall include all roads, streets, and parking areas within the property, unless the same are dedicated to the Town of Capon Bridge, county or state for public use (such as Village Drive), common facilities and recreational facilities. Reference is made to Note C on the Plat of Riverside Village subdivision for a more particular description of the lots and also the commons area and an informative discussion and disclosure of the flood plain and flood way designation on the commons area and the subdivision.

7. "Grant of Common Uses" means Declarant covenants that it will convey to the Association the common areas, and the Association shall accept from the Declarant the common areas and shall hold them subject to the provisions hereof. The conveyance shall be made no later than such a time as 75% of all the lots are sold. The common area may be conveyed as a whole or in part at the election of Declarant, so long as all the common areas are conveyed as herein provided, and after said conveyance and acceptance by the Property Owners' Association the Declarants, their heirs, successors and assigns, as the case may be, shall be released from all further duties or obligations whatsoever in connection therewith.

The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his lot remains unpaid is expressly reserved.

Declarant does further declare that all of the common areas designated on the above referenced plat containing 9.831 acres, lies within the 100 year flood plain or flood way as shown on the Note C on the above referenced plat, which said Note C is by reference made a part hereof by reference. All lot owners shall take said property subject to all local, state, county and federal regulations and ordinances governing the uses of same. No new construction shall take place in the common area unless approved by the Homeowners Association and is in compliance with all state, local and federal flood ordinances and regulations.

8. "Delegation of use" means any owner may delegate, except as otherwise herein provided, his right of enjoyment of the common areas and facilities to the members of his family and his guests, but they, as well as said owners, shall conform to all rules and regulations as promulgated by the Declarant from time to time.

9. "Structures" - No structures shall be erected placed or maintained on common area, except:

1) Structures designed exclusively for the common use of owners, including but not limited to benches, chairs, or other seating facilities, walkways; provided, that all town ordinances as well as all state, local and federal regulations and flood plain or ways regulations are complied with.

2) The common area may be graded, planted with trees, shrubs and other plants placed and maintained hereon for the use, comfort and enjoyment of the owners for the establishment, retention, or preservation of the natural growth or topography of the common area for aesthetic reasons.

3) In addition, there is incorporated herein by reference, and made a part hereof, all of the restrictions and reservations set forth on a plat prepared for Riverside Village by R & S Services, Inc., Rickie C. Davy, licensed West Virginia surveyor #535, dated June 9, 2006, and of record in the Office of the Clerk of the County Commission Hampshire County, West Virginia, in Map Book No. 10 at page 186. Particular reference is made to "Notes A through L" on said Plat, and the designation on said Plat of the flood plain and way designations, set back lines, roads and rights of way, etc., all of which are by reference made a part hereof for all pertinent and proper reasons.

10. "Rules": The Association shall have the right to prescribe reasonable rules and regulations governing the use of the common area.

11. "Reserved rights of the Declarant": The Association shall hold the common areas conveyed to it by Declarant subject to the following:

1) The reservation to Declarant of an easement to enter and pass over any part of the common area, such as an easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the property and any part thereof, including any lot. It is understood and agreed that public water and sewer shall be supplied by the Town of Capon Bridge, and that the subdivision shall also have all utilities such as telephone, electric, etc.

2) The right of the Declarant to store building supplies, construction equipment and other similar property on any lot it owns and/or on the common area. This reserved right shall expire upon completion of all improvements by the Declarant.

12. No animals may be kept, maintained or bred on any lot, except that no more than two (2) dogs, cats or similar domestic household pets be kept on any lot, provided they are not kept, bred, or maintained for any commercial purpose, and provided they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. Owners shall properly clean all litter deposited on any lot, or common area by their household pet. No livestock or poultry shall be kept or maintained on any lot within the subdivision. However, as this

subdivision is within the Town of Capon Bridge, all animal or pet ordinances of the Town must be complied with at all times.

13. Any link fences, or similar type fences, and clotheslines of any type, shall be prohibited from being erected, constructed or maintained upon any lot or lots in this Subdivision. Other fences, such as wooden or vinyl privacy fences, or split rail fencing is allowed, so long as it conforms in appearance to the home situated on the lot where it is placed.

14. No provision contained herein shall be valid if the existence or exercise of that provision shall cause to be applicable the provisions of WV Code, Chapter 36B, except as to Article 1, §105, §106, and §107. It is the intent and purpose of these restrictive covenants and conditions to create an exempt planned community under Chapter 36B, Article 1, §203.

#### **MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES**

1. Every owner of a lot shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

2. When two-thirds (2/3) of the lots in said Subdivision have been sold, an Association shall be established with membership consisting of the owners (and only the owners) of each lot in Riverside Village who shall have one (1) vote per lot owned. A Board of Directors of three (3) to (5) members shall be elected by the lot owners, except for the initial Board of Directors.

The initial Board of Directors of the Association, consisting of one to five members, shall be appointed by the Declarant, or its assigns, and thereafter the Board of Directors shall be elected by the lot owners. The initial Directors shall be responsible for calling the first meeting of the Property Owners' Association on or before September 30, 2007, and shall be responsible for the mailing of the written notice of any assessments. The meeting shall be held in Hampshire County, West Virginia, or a suitable place to be designated by the initial Board of Directors. At said meeting, the owners shall, by a majority vote, determine whether or not the Association shall be a corporation, an unincorporated association, or other legal entity, and shall elect a Board of Directors and such officers as that they may determine necessary, depending on the legal entity which they have selected.

4. The Duties and Responsibilities of the Association shall include, but not be limited to the following:

- a) Maintain Property Owners' Association, periodically elect officers and directors, and establish and collect fees and dues.
- b) Maintain Financial Records
- c) Administer the upkeep and improvements to the Subdivision.

#### **Maintenance Assessments**

1. The owner of each lot shall be a member of the Homeowner's Association Membership, and membership shall be appurtenant to ownership of all lots and shall become effective immediately upon conveyance of title of a lot to the owner. The Association shall be formed upon the sale of 2/3 of the lots in said subdivision, as defined above.

2. The owner of each lot shall pay \$150.00 per year for the maintenance of the common area management. Said maintenance shall be the sole responsibility of the Homeowner's Association. These annual dues may be increased or decreased as the case may be by the Homeowner's Association, and until the Association is formed the Declarant shall collect and assess same. Declarant is exempted from paying any assessments for any lot or lots it retains until sold.

3. Any unpaid assessments shall constitute a lien upon the owner's lot. Said lien is expressly inferior and subordinate to any mortgage lien presently existing or hereinafter placed upon any of the subject real estate. If any assessments remain unpaid for a

period of sixty (60) days after the date when the same is due, the Homeowner's Association may place a notice of such delinquency upon the public land records in the Office of the Clerk of the County Commission of Hampshire County, additionally, The association may bring an action at law against the owner to collect said delinquent assessments. Any and all fees, costs, attorney fees or other similar expenses incurred by the Association in the collection of any delinquent assessments or the preservation of the lien of said assessments shall be fully recoverable from the owner. In the event of the sale and conveyance of a lot within the subdivision upon which there is due and owing any assessments or related expenses, the obligations for said payments shall become the obligation of the new lot owner and shall be subject to the enforcement provisions set forth herein against the new owner.

#### Use Restrictions

1. All structures upon the lots shall have a minimum living space of 1,400 square feet excluding porches, garages, basements and decks. Specifically, a one-story home shall have a minimum living space of 1,400 square feet, a two-story home, which for purposes of this instrument shall also include split foyer homes, shall have a minimum total living space of 1,600 square feet. No separate or detached Garages shall be permitted, and any garage shall be attached to the home or contained therein or thereunder. One outbuilding of a size of not more than 10' by 12' is permitted provided that in construction it must conform generally in appearance and material with any dwelling on the premises, or within the subdivision. Exterior construction of the dwellings or outbuildings must be completed within TWELVE (12) MONTHS AFTER CONSTRUCTION BEGINS. All materials used for the exterior wall shall be of good quality material, such as brick, stone, aluminum, masonite, cedar, redwood, vinyl, or other quality wood siding. Any building constructed of wood must have at least two coats of paint, varnish or stain unless the wood is self-sealing nature such as redwood or cedar. Roof pitch shall be 5-12 inches or greater. No temporary shacks, house trailers, travel trailers, manufactured homes, single-wide mobile homes, double-wide mobile homes, garages, or basements shall be used as a permanent residence. The use of modular or prefabricated homes is permitted under the above requirements. Houses must be erected upon a solid foundation of concrete block, poured concrete, or solid stone or such other substantial material approved by the Homeowner's Association.

EACH LOT OWNER IS SPECIFICALLY INFORMED that if they choose to construct a basement for their home, that it must comply with all state, local or federal flood plain or flood way ordinances and regulations and that elevation certification should be obtained prior to construction.

2. All of the lots in this subdivision are served by the Town of Capon Bridge central water and central sewer systems. There shall be no open discharge of sewer or water. Also, there shall be no roof drainage, surface, or ground water discharged into the sanitary sewer lines, and all such drainage by any owner or resident is expressly prohibited.

3. These lots shall be used for single family residential purposes only. There shall be no further division of any lot in the subdivision; however, a minor boundary adjustment between any two lots, if required, will be allowed.

4. No rights-of-ways or easements shall be granted or created upon or across owners acreage except for public utilities, with the exception of lots owned by the Developer. Further, absolutely no rights of way shall be permitted to be granted across any lots or common areas in this subdivision to any adjoining land. Further, no lot in this subdivision shall be permitted to be merged with any lands lying outside the subdivision; and no owners of any lots in this subdivision shall be permitted to utilize the common area or other subdivision roadways or their own lots to gain access to adjoining realty outside the subdivision. This section does not prohibit the consolidating or merging of one or more lots within the subdivision for the construction of one residence so long as the

merged lot complies with the covenants and restrictions of this subdivision, and provided further that maintenance fees shall still be assessed against the lots so merged, separately. In other words, should a person wish to purchase two lots and build in the middle of both, the interior set back lines would be removed and same would be treated as one lot for restrictive covenant and use restrictions, but the lot owner would continue to owe two maintenance fees, as it is anticipated that maintenance fees from all lot owners will be needed to properly maintain the common areas.

5. All lots shall be maintained in a neat appearance at all times, whether or not improvements are constructed thereon. No refuse or trash shall be allowed to accumulate upon any lot and no junked cars, abandoned vehicles or other vehicles without a current license or inspection sticker may be left on the lot.

6. All lots shall have on-street parking on Village Drive for vehicles of the owner and owner's guests. Parking on any other subdivision roadways is expressly prohibited, so as not to impede access by emergency vehicles or ingress and egress of other lot owners.

7. All lots shall be used for residential purposes only. No businesses shall be located or conducted upon the residential lots with the exception of home occupations conducted by the owner which do not require admittance by the public. No signs or billboards, except for sale signs, are permitted on the lots. Signs necessary for the subdivision, as for recognition of street signs, etc. are permitted.

8. Building and construction set back lines shall apply to each lot in this subdivision as more particularly described and designated on the plat of the subdivision as set forth in Note G, which is by reference made a part hereof. Further, any homes constructed shall be built facing Village Drive and shall be built no closer than 35' or further than 45' from Village Drive, 40' from WV Sec. Rt. 15, 20' from Whitacre Street, and 5' from all other lot lines. See plat for other setback requirements.

9. No owner shall interfere with the natural drainage of surface water from any lot to the detriment of any subdivision roadway.

10. All lot owners shall surface any and all driveways or roadways leading off of the main subdivision roadways with bluestone, asphalt or concrete, for a minimum distance of thirty (30) feet long and fourteen (14) feet wide from the subdivision roadway.

10(a). The Motor Vehicle Code of the State of West Virginia shall apply to all vehicles using said roads and streets in this Subdivision. Consequently, all vehicles shall be properly registered, licensed, and inspected. Unlicensed motorcycles are expressly prohibited on said roads and streets. Further, all town ordinances for all vehicles, including ATVs and motorcycles shall be complied with at all times.

11. A building permit is required prior to commencing construction and all other Town of Capon Bridge regulations concerning Construction or maintenance of improvements shall be complied with.

12. No toxic or hazardous materials shall be manufactured, produced or stored on any of the lots, and no noxious or offensive activity shall be allowed which will constitute a nuisance in the opinion of a quorum of the Declarant members.

13. Each lot owner shall be responsible for removal of household refuse and trash by a commercial collection service. No trash or other waste shall be permitted to accumulate on any lot. The Homeowner's Association shall be expressly entitled to provide for the removal of any accumulated trash, refuse, or offensive material from any lot and the costs of said removal shall become a lien upon the affected property. After due notice of such action and expenditure by the Association to the owner, which notice shall be

in writing, the Association may record a notice of such lien among the county land records. Such expenditures, together with any and all other fees, cost, expenses or attorney fees in regard to the collection thereof, shall be collectable or recoverable from the owner.

14. Additionally, the Homeowner's Association, acting upon the two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days written notice to the owner of any lot, may through its agents or employees enter upon any lot and perform any necessary maintenance or repairs, including the mowing and removal of grass or removing of any other offending material. Such action shall not constitute a trespass so long as appropriate notice has been given in writing by mailing to the last known address of the owner and the costs of any such action by the Association shall become a part of the assessment and constitute a lien and be subject to collection and recovery as mentioned above.

15. There is hereby dedicated and reserved unto the Declarant and any and all public utility companies the right to construct, install, erect, maintain, operate, repair, replace, or remove any and all necessary facilities for the furnishing of public utility service, such as telephone, electric, sewer, water, or other similar utility within an easement or right-of-way, inside the setback lines for each of the lots and the easement for Village Drive as set forth and designated on the plat of the subdivision and Note L on the plat, which is by reference incorporated herein.

16. All lots will be served by a central water system and a central sewer system which will be owned, operated, and maintained by the Town of Capon Bridge and/or its successors and assigns. Each lot owner shall install and maintain their own driveway off of Village Drive by minimum specifications as set forth above. Also, each lot owner must enter into an agreement with the Town of Capon Bridge for use of the said water and sewer facilities and will be required to pay for said use of prevailing water/sewer rates as set forth in aforesaid agreement. In addition, each lot owner must install at their expense and maintain a sewer service line from the tap to their home and also a water service line and a pressure reducing valve, if needed, from the existing service tap at the main water line to their dwelling.

17. Although lots 1 through 7 have frontage on WV Sec. Rt. 15, no ingress and egress shall be allowed from these lots to said public highway as set forth on Note H on the plat of Riverside Village, which is by reference incorporated herein. See setbacks as set forth above.

18. All houses built in said subdivision shall be built facing Village Drive as set forth in Note K on the plat of Riverside Village, which is by reference incorporated herein. See setbacks as set forth above.

19. Lot 15 shall be taken subject to a 20' wide easement along its southeastern boundary line as shown on the plat of the subdivision for purposes of ingress and egress and utilities, etc., for all lot owners for access to the commons areas.

20. As set forth in Note J on the plat of the subdivision, there will be a tree line installed by Declarant on Lots 1 through 7 providing a barrier with WV Sec. Rt. 15. This shall be a permanent tree line and shall be maintained by the Homeowners Association. This includes an easement for the benefit of the Homeowners Association and the Declarant for the purpose of entering in and upon said lots and planting and repairing, etc., the trees. The type of trees to be used shall be decided upon by the Declarant and subsequently the Homeowners Association.

21. Portions of Lots 15 through 8 lie within the 100 year flood plain as shown on the plat of the subdivision, and all lots must comply with all town, County, State, and/or Federal Flood Plain regulations.

22. Lots 4 and 5, 9, 10, and 11 are taken subject to 10' wide drainage easements as shown on the plat of Riverside Village.

23. No renting or leasing of any lots for vacation or

recreational purposes is permitted. This does not prevent or prohibit the renting of a single family residence for long-term residential purposes.

24. A continually barking dog shall be deemed to be a public nuisance, and shall be removed from said lot. No owner may keep or maintain on a lot a Pit Bull or other vicious dog as defined by West Virginia law. No dog or other animal shall be allowed to roam freely over tracts owned by other persons in said subdivision or the common areas.

25. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. No damming or ponding of any water source upon said lots is permitted.

26. Tools, equipment, mowers, tractors and other items for maintenance of the lot must be stored inside a storage facility, as defined herein.

27. Declarant hereby dedicates as common elements which shall be used and maintained by the association, all subdivision roads as shown and designated upon subdivision plat/plats, and the right to use same for purposes of ingress and egress to the public highway shall be appurtenant to and run with the title to every tract in said subdivision.

28. Upon the sale or conveyance of 2/3 of the lots contained in said subdivision, a lot owners association shall be formed by the Declarant, and that association shall be responsible for the maintenance of any common areas or rights of way contained in said subdivision. Each lot owner shall be deemed a member of the lot owners association upon recordation of the deed for that lot.

29. The assessments levied by the Association shall be used exclusively for the purpose of improvement and maintenance within the subdivision. Such levies may be expended specifically to include, but are not limited to, the payment of insurance and expenses for any common elements, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and such other purposes as may be set forth in the Articles of Incorporation and the By-Laws of the association. The association shall obtain and keep current the insurance required by the West Virginia Code, as amended.

30. The initial annual assessment for the upkeep, maintenance, repair and replacement of common elements shall be \$ 150.00 per assessed tract. The assessment may be adjusted annually by a vote of the members of the association. The officers and Board of Directors of the association shall at all times maintain and operate the association on a non-profit basis. Unless otherwise provided herein or in the Association's articles and bylaws, any change in assessments shall be based upon the budget that is proposed by the Board and has the assent of a majority of the members who are voting in person or by proxy at a regular or duly called special meeting pursuant to the provisions contained in the association's documents.

31. Enforcement of these covenants, restrictions, conditions, liens and charges now or hereafter imposed by the provisions hereof, shall be by proceedings at law, or in equity, against any person or persons either to restrain violation or recover damages for violating or attempting to violate any covenant herein. Failure by the Declarant, or association of property owners to enforce any provisions contained herein shall in no event be deemed a waiver of the right to do so hereafter.

32. Whenever in this Declaration the context so required, the masculine gender includes the feminine and the neuter, singular includes the plural and the plural number includes the singular.

33. The invalidation of any one of the covenants by a judgment or court order shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

DESIGNATED ACCESS TO RIVER FOR EACH LOT AS LOCATED WITHIN  
THE TOTAL COMMON AREA OF 9.831 ACRES

Each lot owner in Riverside Village shall also be given exclusive rights to the use of a designated River Access Area for their individual use and enjoyment. Each lot owner shall have the same correspondingly numbered area in the designated river access area located along the banks of the Cacapon River as shown on the plat of the subdivision. In addition, each lot owner shall have the right to access and utilize, in common with all other lot owners, that certain area along the river designated as common river access. No structures or buildings shall be permitted on these River Access Areas, as these designated areas are provided for the recreational use and enjoyment for each lot owner, and shall be used subject to the following restrictions and covenants:

1. The areas are to be used for recreational use only by the individual lot owners and their immediate family and accompanied guests. No other persons shall be permitted to the use of same. Absolutely no buildings, structures, pavilions, etc. are to be constructed thereon. In addition, the areas are within the flood plain.

2. Absolutely no trailers, camper trailers, or any other portable or movable vehicles or trailers are permitted thereon. Tents are permitted for temporary camping but must be removed when not in use.

3. No recreational equipment or any other personalty shall be stored on these areas at any time.

4. Although these River Access Areas are within the commons area, each individual lot owner has the exclusive rights to the use of his/her designated River Access Area with the corresponding lot number, wherever that might be located. Each of these areas are bounded and described on the plat of Riverside Village to which reference is made for a description of each lot and each area is served by the designated 20' access way running along the back of each access area as shown on the plat.

5. The uses of this river access areas shall be for the private enjoyment of the lots owners, their immediate families and accompanied guests only. The area may not be used for any other purposes and cannot be leased or rented for any purpose.

6. The use of said area shall be done so in such a manner as to not cause a nuisance to the remaining lot owners. All local, state and federal rules and regulations shall apply to same.

7. Any other restrictions the Homeowners Association may place on these river access areas shall apply.

General Provisions

1. In the event that any state or local government or any utility or public service district requires the installation of any public utility system within the area of the subdivision, the owners of the lots within the subdivision, by acceptance of a deed for said lot, agree, and are required, to connect with such utilities, and pay their proportionate share for the cost and expense of the erection, maintenance and operation of said utility as determined by the appropriate government agency, utility or public service district.

2. Invalidation of any of the aforesaid covenants, conditions or restrictions by judgment or Court Order shall not affect the validity or enforceability of any remaining covenant, restriction or condition which shall remain in full force and effect.

IN WITNESS WHEREOF: The Declarant does hereby execute this Dedication of Plat and Declaration of Protective Covenants, Conditions, and Restrictions on Riverside Village this 10th day of October, 2006.

DBD OF WV, LLC,  
a WV Limited Liability Company



BY: *Rickie C. Davy*  
Rickie C. Davy, Member

BY: *Jamy C. Davy*  
Jamy C. Davy, Member

BY: *James R. Bergey*  
James R. Bergey, Jr., Member

STATE OF WEST VIRGINIA,  
COUNTY OF HAMPSHIRE, TO WIT:

I, Marcia A. Keister a Notary Public, in and for the  
county and state aforesaid, do hereby certify that Rickie C. Davy,  
whose name is signed and affixed to the foregoing instrument dated  
the 10th day of October, 2006, has this day acknowledged the same  
before me in my said county and state.

Given under my hand and Notarial Seal this 10th day of  
October, 2006.

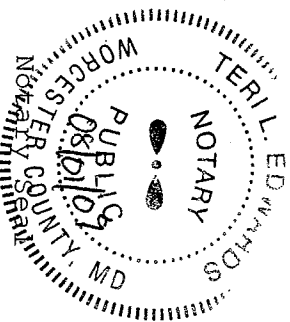


*Marcia A. Keister*  
Notary Public

STATE OF Maryland,  
COUNTY OF Worcester, TO WIT:

I, Terri L. Edwards, a Notary Public, in and for the  
county and state aforesaid, do hereby certify that Jamy C. Davy,  
whose name is signed and affixed to the foregoing deed dated the  
10th day of October, 2006, has this day acknowledged the same before  
me in my said county and state.

Given under my hand and Notarial Seal this 10th day of  
October, 2006.



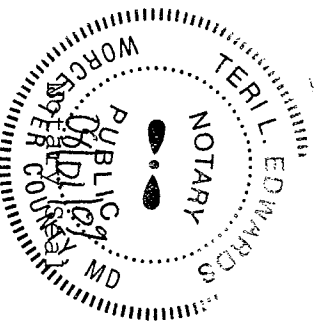
*Terri L. Edwards*  
Notary Public

STATE OF Maryland,  
COUNTY OF Worcester, TO WIT:

I, Terri L. Edwards, a Notary Public, in and for the  
county and state aforesaid, do hereby certify that James R. Bergey,

Jr., whose name is signed and affixed to the foregoing deed dated the 10th day of October, 2006, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 10th day of October, 2006.



Teri L. Edwards  
Notary Public

This document was prepared by William C. Keaton, Attorney at Law, Romney, West Virginia.