

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

**CROSSINGS ON THE POTOMAC**

THIS DECLARATION, made as of May 1, 2003, to be effective upon recordation, by WV HUNTER, LLC, a Delaware limited liability company, its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a primarily residential community, with Roads and Other Common Facilities (as hereafter defined) for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance, including snow removal, of all Roads and Other Common Facilities (as hereinafter defined), and to this end, desires to subject the real property described in said Article II 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, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community program and facilities, and administering and enforcing the covenants and restrictions, and collecting the disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will or has incorporated under the laws of the State of West Virginia as a non-profit, non-stock corporation, Crossings on the Potomac Property Owners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Article II hereunder 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

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Crossings on the Potomac Property Owners Association, Inc.
- (b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration, or any supplemental Declaration, as described in Article II, Section 1, hereof.
- (c) "Roads and Other Common Facilities" shall mean the areas of land shown on any recorded subdivision plat(s) of The Properties which are intended to be devoted to the common use of the owners of The Properties and include any "Open Space" as labeled on said plat(s).
- (d) "Lot" shall mean and refer to any numbered tract or plot of land, except a Common Area as shown upon any recorded subdivision plat of The Properties.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are or become members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II  
PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. Lots. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Hedgesville District of Berkeley County, West Virginia, and is more particularly described as follows:

Lots 1 through and including Lot 173, Crossings on the Potomac, as are more fully shown upon a Plat of Survey thereof prepared by Fox & Associates, Inc., dated September 2002, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 10, at Slides 26 - 43, inclusive and any subsequent re-plats or re-surveys thereof.

AND BEING the same real estate conveyed to WV Hunter LLC, a Delaware limited liability company, by Deeds dated June 9, 2003, and June 12, 2003 and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 733, at pages 366 and 369, et seq., respectively, all of which real property shall hereafter be referred to as "Existing Property."

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

(a) WITHOUT CONSENT: Additional land, including but not limited to future sections of Crossings on the Potomac, may be annexed by the Developer without the consent of Members, provided, however, that street widths shall remain substantially the same as those initially constructed, and further provided that the land use restrictions shall remain substantially the same as provided for in this said Declaration.

(b) OTHER ADDITIONS WITH CONSENT. Additional property and common areas may be annexed to The Existing Property with the consent of a majority of each class pursuant to a vote of the Association's Members.

(c) SUPPLEMENTARY DECLARATION. The additions authorized under the two preceding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the Covenants established by this Declaration within The Existing Property after final conveyance by the Developer.

(d) MERGERS. Upon merger or a consolidation of the Association with another Association as provided in the Articles of Incorporation, the properties, rights, and obligations of Crossings on the Potomac Property Owners Association, Inc., 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 Crossings on the Potomac Property Owners Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the Covenants and Restrictions established by this Declaration any supplemental Declaration for 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 the Declaration(s) within The Existing Property, except as hereinafter provided. Any such proposed merger or consolidation shall be approved by at least sixty percent (60%) of the membership of Crossings on the Potomac Property Owners Association, Inc., or shall be prohibited.

Section 3. Amendment of Declaration and Conflict. Developer reserves the right to amend, delete or add to this Declaration or any supplemental Declaration on a property-wide or individual basis at any time by subsequent recorded document, but in no event shall such subsequent recordation apply retroactively to eliminate rights previously conveyed by Developer with other Lots except as may be permitted elsewhere in this Declaration. In the event of any conflict between the plat or subsequently recorded subdivision documents, the most restrictive provision shall apply.

Section 4. Plat Amendment. Developer, its representatives and assigns, reserve the right to modify the plans of the subdivision plat, to change the size and boundaries of any Lots owned by Developer, to change the size, shape and/or number of sections and Lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided, however, that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the Owner thereof.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member, and further provided that the Developer, without regard to the assessments required as set forth herein, shall be entitled to one membership for each Lot for which it is a record Owner of a fee interest.

Section 2. Voting Rights. The Association shall have two classes of voting membership, which shall, except for the distinctions set forth herein, be equal in all respects.

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot, such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B membership shall be limited to the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1. The Class B membership shall cease when the Developer owns no more Lots in The Existing Property.

Section 3. Members' Voting Rights Subject to Assessment. Each Member's right to vote is subject to that Member's good standing with the Association. Every Member of the Association shall ensure that any assessment due for each Lot owned is current with the Association. In the event of a default continuing in excess of two (2) months from the due date of an annual assessment, delinquent payers or Members shall automatically be prohibited from voting privileges on issues exclusively concerning monetary expenditures. Voting privileges shall be reinstated upon delinquent assessments being brought current with the Association, which assessments may then include statutory interest due for the period of default. Delinquent Members must apply to the Association Board of Directors for reinstatement, and the Association Minutes shall reflect the default and reinstatement of the Board. This provision shall not supersede the right of the Association to attach a lien to any Lot with overdue assessments, and shall not prevent the Association from pursuing any other available remedy against delinquent Lot owners.

### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Every Member of the Association, including Developer, its employees and assigns, shall have a right and easement of enjoyment in and to the Roads and Other Common Facilities. A right of use of same and like easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, that the

Developer, its officers and its employees shall enjoy said easements and rights of use and enjoyment perpetually, regardless of whether the Developer owns any Lots. Developer reserves an easement to maintain sales offices within The Existing Property, and to erect sales signs within The Existing Property in locations chosen by Developer. An easement to complete construction of all facilities and utilities in The Existing Property is also reserved by Developer and is assignable at Developer's discretion. Developer may permit the use of the Roads and Other Common Facilities by purchasers or potential purchasers at Developer's discretion.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer the maintenance responsibilities for 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 the same or as to the conditions thereof, shall be effective unless the provisions in the Articles of Incorporation for the Association as to such transfer are complied with.

Section 3. Title to Common Open Space. The Developer hereby dedicates the Roads and Other Common Facility to the Association, subject to Developer's rights to construct improvements thereon and further subject to the common easements set forth in Section 1 hereof. This dedication shall not inhibit convenient use of the Property roadways by any person or entity entitled to use the same hereby.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except the Developer and the Owners of Lots not subject to maintenance assessments under Section 10(d) herein, each Owner of a Lot in The Existing Property, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with legal interest thereon and the cost of collection thereof, shall also be the personal obligation of each person who was the owner of such property at the time when the assessment fell due. Nothing herein shall be construed as requiring the Developer to maintain the Roads and Other Common Facilities or any Lots after Developer ceases to own the same, and in consideration of the initial construction, said Developer shall be exempt from collection of assessments regardless of the number of Lots owned by Developer.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners of real estate within The Existing Property, the improvement and maintenance of Roads and Other common Facilities devoted to this purpose and related to the use and enjoyment of the common facilities. Such levies may be expended specifically to include, but are not limited to, the payment of taxes, insurance and expenses for utilities on any common facilities, 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 West Virginia Code 36B-3-113, as amended.

Section 3. Basis and Maximum of Annual Assessments. the maximum annual assessment shall be \$300.00 per assessed Lot, in accordance with West Virginia Code 36B-1-203(2) (1994), as adjusted pursuant to West Virginia Code 36B-1-114 as amended. The assessment may be reduced annually by a vote of the Members as hereinafter provided. 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 articles and bylaws, any change in assessments shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a regular or duly called special meeting pursuant to the advancement of provisions contained in the Association documents aforesaid.

**Section 4. Assessment Account Balance.** Notwithstanding the above assessment adjustment provisions, no decrease in the assessment amounts under Two Hundred Fifty Dollars (\$250.00) annually per Lot shall occur unless the assessment fund account reflects a balance of at least Fifty Thousand Dollars (\$50,000.00).

**Section 5. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall be on a calendar year basis, due and payable by the first business day in January annually. Lot owners purchasing from Developer will be responsible for payment at closing of the assessment pro-rated to the end of the year in which they purchase, at the initial rate of Two Hundred Fifty Dollars (\$250.00) annually. Such pro-rated assessments may be utilized by Developer for the maintenance of the Roads and other Common Facilities during the period of Developer ownership thereof. Developer may collect such annual assessments as are herein provided to fund such maintenance during the ownership period, and Developer shall enjoy all remedies of the Association in the event of non-payment of the assessment by Lot Owners. Assessments paid to the Developer shall be held in an interest-bearing bank account and unused funds shall be transferred to the Association upon its initial elections of officers comprised of Owners at the time the initial Directors of the Association resign. Subject to other conditions herein, the meeting for elections may be held at the Developer's discretion. At that meeting, the Developer will execute a Deed to the Association for the Roads and Other Common Facilities and will attend to the prompt recordation thereof in both of the aforesaid Counties. The Association shall accept such Deed and the ownership of said Roads and Other Common Facilities at that time, provided, however, that Developer shall not deed the Roads and Other Common Facilities to the Association nor organize initial elections from the Owners of Lots therein until the Roads and Other Common Facilities have been completed in accordance with County specifications in Berkeley County.

**Section 6. Assessment Certificates.** The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by a duly authorized officer of the Association, setting forth whether said assessment has been paid. Such certification so stating shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

**Section 7. Assessment as Personal Obligation of the Owner.** If an assessment is not paid on the date when due as aforesaid, such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns. If not reduced to a lien as hereinafter provided, the personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

**Section 8. Remedies of the Association.** If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate. The Association or any Owner may bring an action at law against the payor personally obligated to pay the same, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action. In addition, the Association may file a lien attaching the Lot of the non-paying Owner without first obtaining a judgment.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter filed; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**Section 10. Exempt Property.** Notwithstanding anything herein to the contrary, the following special properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use;
- (b) 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;
- (c) all properties owned by Developer during the period of Developer ownership only, whether during initial, original ownership, thereafter, or pursuant to foreclosure or proceedings in lieu of foreclosure, and

#### ARTICLE VI SETBACK MINIMUMS

No building or any part thereof shall be erected on any Lot closer or nearer to any street or front lot lines than twenty feet (20'), nor closer nor nearer to any side or rear boundary lines than ten feet (10'). Any existing structures upon the Property at the date of this Declaration and otherwise violative of this Article are exempt from compliance with the provisions hereof.

#### ARTICLE VII UTILITY EASEMENTS

The Developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights-of-way therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land twenty feet (20') from the side and rear lines of each Lot, and forty feet (40') from the rear boundary of the Lots on the perimeter of The Existing Property, and twenty feet (20') from all street lines. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Any Owner placing structures, plantings or improvements or other materials within the aforesaid easements undertakes any interference with the utility easements at his or her own risk and is deemed to waive any and release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the easement area. Each road right-of-way is sixty feet (60') in total width, being thirty feet (30') on either side of the roadway center line. Street lines shall be measured from the edge of the right-of-way. Nothing herein shall be construed to limit the Developer's rights to construct the Roads and Other Common Facilities within the Properties or the Association's right and obligation to maintain the same.

#### ARTICLE VIII RESIDENTIAL AND AREA USE

Except as otherwise expressly provided in this Declaration, all Lots shall be used for residential and recreational purposes only. Nothing in this Declaration shall be construed to create a violation of any provision herein by any existing structure in its condition as of the date hereof. 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 that following square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding:

- (i) Lots 1 through and including 74: 1800 square feet;
  - (ii) Lots 136 through and including 173: 2000 square feet;
  - (iii) Lots 75 through and including 135: 2500 square feet.
- (a) All exterior construction must be completed and closed within one (1) year of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation and be a minimum of thirty feet (30') in width. No vinyl house siding is permitted on the street side of any residence or other building or improvement, including upon corner Lots and other Lots abutting a street along more than one boundary line. For the purposes of this paragraph, a "street" is a subdivision or public road and does not include Hockman Lane (a private roadway to adjoining property without legal access to The Properties).

- (b) There shall be no single-wide or double-wide mobile homes (as they are defined in West Virginia Code 37-15-2), house trailers, or buses situate on any Lot as a residence or for the storage of materials therein, either temporarily or permanently. Manufactured and modular home, as defined in West Virginia Code §37-15-2, are specifically permitted and are subject to all of the provisions contained in this Declaration.
- (c) Improvements and construction for the maintenance of animals 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.
- (d) The Association shall appoint a standing committee to review all construction plans prior to commencement of construction on any Lot to assure compliance with this Declaration.

#### ARTICLE IX SEWAGE AND JUNK

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 Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

#### ARTICLE X 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 excepted and are permitted to temporarily park along said streets.

#### ARTICLE XI 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, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed four square feet (4') in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situate. The Association shall repair and maintain such signs and structures, and shall have the right to enter upon The Existing Property on which the same are affixed as is reasonably necessary for maintenance. While Developer owns any Lots in The Properties, any signs offering any Lot for sale (other than those Lots owned by Developer) shall be not more than twelve (12) inches square, double-sided, display the words, "For Sale", a telephone number and shall disclose whether the Lot is sold by the Owner or a broker/real estate agent, who shall be identified. Such signs shall be professionally made.

#### ARTICLE XII AGRICULTURE

No household pets, sheep, livestock or horses shall be raised, bred or kept on any Lot for commercial purposes, household pets, such as dogs and cats, may be kept provided they are not permitted to run at large or kept so as to become an annoyance to other Lot Owners. With suitable facilities and proper fencing, sheep, horses and livestock shall be permitted on Lots for

personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. Hunting and trapping of wildlife is not permitted within The Properties or on the Common Area(s).

#### ARTICLE XIII COMMERCIAL USE

Except as expressly provided elsewhere in this Declaration, no Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within The Existing Property. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners.

#### ARTICLE XIV NUISANCE

No noxious, noisy or offensive activity shall be carried on within The Existing Property, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Existing Property at any time.

#### ARTICLE XV WASTE

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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within The Existing Properties regardless of whether the Lot is occupied, the Association may collect trash charges from Lot owners not complying with the sanitation requirements herein in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Existing Property.

#### ARTICLE XVI RECREATION USE

No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be permitted to be driven upon the roads within The Existing Property or anywhere therein unless duly licensed, with mufflers, and then only for ingress and egress.

#### ARTICLE XVII CAMPING

Temporary camping is permitted upon the Lots from February 1 through December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles, are permitted for use as camping shelters. No camping is permitted after the end of the year 2006.

#### ARTICLE XVIII SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas shown on the plat across Lots within The Existing Property are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for storm water runoff.

#### ARTICLE XIX VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Existing Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.



ARTICLE XX  
NO FURTHER SUBDIVISION

Except for Developer's reservation of rights elsewhere herein, no Lot within The Existing Property shall be further subdivided, divided or portioned in any way by sale, gift, devise or other method, except to allow for nominal boundary line adjustments.

ARTICLE XXI  
DRAIN FIELDS

As noted on the Plats an area 10,000 square feet in size on each lot has been established as a proposed reserved area to be used only for the construction of initial and future septic system drainage fields and it otherwise to remain undeveloped. These reserved areas may be relocated only if additional field testing for the purpose of obtaining individual septic system permits from the Berkeley County Health Department has been conducted in a new reserve area. The final reserve area must be clearly marked and prohibit the movement of heavy equipment across these areas when the systems have been installed. In addition, all wells must be located at least 100 feet from any reserve area and at least 10 feet from any boundary line

ARTICLE XXII  
COMMERICAL USE


Notwithstanding anything to the contrary herein, the existing structure on Lot 122 may be utilized for a Bed-and-Breakfast establishment, and the existing structures on Lot 124 may also be so utilized, as well as for corporate retreat purposes, a conference center, equestrian facilities, a fitness and wellness center/health spa/inn and related, similar and corresponding uses, including food service for guests. While Developer owns Lots 122 and 124, Developer shall have the sole discretion to expand, contract and/or interpret or amend the provisions hereof to accommodate and allow or prohibit certain uses of Lots 122 and 124. No such use of Lots 122 and 124 shall be permitted to become a nuisance to other Lot owners.

ARTICLE XXIII  
DEVELOPER INTERPRETATION

As long as Developer owns any Lot(s) within The Properties, Developer shall have the right to interpret and/or clarify the contents of this Declaration. This right shall not be obligatory and any exercise of same shall be performed by subsequent recorded instrument as Developer deems necessary and/or appropriate.

WITNESS the following signature and seal of WV Hunter, LLC, a Delaware limited liability company, by L. Hunter Wilson, its Vice-President (Dodd Estate Project).

WV HUNTER, LLC,  
a Delaware limited liability company

By:   
L. Hunter Wilson, Vice-President  
(Dodd Estate Project)

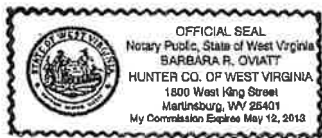
STATE OF WEST VIRGINIA,  
COUNTY OF BERKELEY,

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June,  
2003, by L. Hunter Wilson, Vice-President (Dodd Estate Project).

My commission expires:

May 12, 2013

  
Notary Public



THIS DOCUMENT PREPARED BY:

M. Shannon Brown, Esquire  
M. SHANNON BROWN, L.C.  
1800 West King Street  
Martinsburg, West Virginia 25401

COPY

**BY-LAWS OF  
CROSSINGS ON THE POTOMAC  
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND OBJECTIVE OF CORPORATION**

**Section 1.     NAME** This Corporation shall be known as "Crossings on the Potomac Property Owners Association, Inc.," hereinafter called the "Association".

**Section 2.     OBJECTIVES** The objectives of the Association shall be to maintain the roads situated in Crossings on the Potomac, for the benefit of the property owners in the subdivision. Further, the Association shall act in accordance with Article 3 of the Articles of Incorporation of Crossings on the Potomac Property Owners Association, Inc.

**ARTICLE II  
MEMBERSHIP**

**Section 1.     MEMBERSHIP** The membership of the Association shall be limited to all persons who purchase a lot in Crossings on the Potomac.

**Section 2.     LOT OWNER** Each owner, or joint or common owner, of a Lot in Crossings on the Potomac shall be a member of the Association.

**Section 3.     ANNUAL PROPERTY MAINTENANCE CHARGE FEE**  
The owner(s) of each lot shall pay to the Association an annual property maintenance charge which owners of all lots in Crossings on the Potomac may be required to pay in accordance with the provisions of the Declaration of Reservations and Restrictive Covenants, and any Supplemental Declarations, applicable to the subdivision.

The annual Association dues shall be established on a yearly basis at the annual meeting of the Association. No further assessments may be made unless specifically approved by the Association at a Special Meeting of said Association called pursuant to the Articles of Incorporation of Crossings on the Potomac Property Owners' Association, Inc., and these By-Laws.

In the event of default by any member in paying to the Association the annual property maintenance charge, such charge shall become a lien upon the member's property as provided in the Declaration of Reservations and Restrictive Covenants, and any supplements or amendments thereto for Crossings on the Potomac. Each lot owner in default shall be obligated to pay interest

at the highest legal rate allowed by law and such common charges from the due date thereof as determined by the Association, together with all expenses, including reasonable attorney fees, incurred by the Association in any proceedings brought to collect such unpaid common charges.

**Section 4. VOTE** Each member shall have one vote, in person or by proxy at the meeting of the members; provided, however, that if two or more members have or hold common or joint membership to any lot in Crossings on the Potomac, only one vote shall be cast for each lot with common or joint ownership. The designation of any proxy shall be made in writing to the Secretary of the Association, and shall be revocable at any time by written notice to the Secretary by the member or members so designated. A majority of votes is required to pass on a motion in the usual course of business.

### **ARTICLE III**

**Section 1. OFFICERS** The officers of the Association shall consist of a President, Vice-President, Secretary and a Treasurer, elected as provided in Section 1 of Article V of these By-Laws, and in the Articles of Incorporation of Crossings on the Potomac Property Owners Association, Inc.

**Section 2. PRESIDENT AS COMMITTEE MEMBER** The President shall be a member, ex officio of all committees.

The officers of the Association must be members of the Association and shall be elected at the annual meeting of the members of said Association.

### **ARTICLE IV**

#### **MEETINGS**

**Section 1. ANNUAL MEETING OF MEMBERS** The annual meeting of members of the Association shall be held at a date as selected by the membership at a previous annual meeting.

**Section 2. SPECIAL MEETING OF THE ASSOCIATION** Special meetings of the Association members may be called by the President, or upon request of ten (10) members to the President made in writing. Notice of the meeting shall be mailed to each member at least fifteen (15) days prior to the date of the said special meeting. Said notice shall state the time and place of the meeting and shall also state the purpose of said special meeting. At such special meeting there shall only be considered such business as is specified in the notice of meeting.

**Section 3. QUORUM FOR MEMBERS OF MEETING** At all meetings of the

Association, either special or regular, the representation, in person by owners or by proxy, of 51 % of the votes eligible to be cast in the subdivision at any annual meeting shall constitute a quorum for the conduct of business.

**Section 4. LACK OF QUORUM** If a quorum is not present, the presiding officer

may adjourn the meeting to a day and hour set by him. The members present at a duly called or held meeting at which quorum was once present may continue to do business at the meeting

notwithstanding the withdrawal of enough members to leave less than a quorum. The required quorum at any subsequent meeting set by the President shall be one-half (V2) of the required quorum at the preceding meeting.

**Section 5. ORDER OF BUSINESS** At all meetings of the Association, the order of

business shall be as follows:

- (a) Reading of Minutes of immediate prior meeting for information and approval.
- (b) Reports of Officers.
- (c) Reports of Committees.
- (d) Unfinished business.
- (e) New business.
- (f) Reading and approval of Minutes of meeting just had, if requested.

**Section 6. SPECIFIC LOCATION** Meetings of the Association shall be held at a

suitable place convenient to the members and such a place shall be specified in the notice of meeting.

## **ARTICLE V**

**Section 1. ELECTIONS** The term of an officer and directors of the Association

shall be two (2) years and they shall be elected by majority vote of Lots represented at the annual meeting of the Association. No member may serve more than two (2) consecutive terms.

**Section 2. VACANCIES** If a vacancy occurs among the officers, the Board of

Directors shall fill said vacancy for the remainder of said officer's term.

**Section 3.     REMOVAL** Any officer may be removed from office for cause, by the vote of members of the Association constituting 51 % of the Lots represented at a regular or special meeting of the Association.

**Section 4.     NOMINATION** At least one (1) month before the election meeting, at his/her option, the President may appoint a Nominating Committee of three (3) members of the Association whose duty it will be to nominate the officers. Sale or additional nominations may be made by any members of the Association at election meeting.

## **ARTICLE VI**

### **DUTIES OF OFFICERS**

**Section 1.     PRESIDENT** The President shall preside at all meetings of the Association and shall appoint such committees as he or the Association shall consider expedient or necessary.

**Section 2.     VICE-PRESIDENT** In the absence of the President, the Vice-President shall perform his duties, and in the absence of both the President and Vice-President, the Treasurer shall preside and assume the duties of President. The Vice-President shall also generally assist, the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

**Section 3.     SECRETARY** The Secretary shall keep the Minutes of all meetings of the Association and shall, if requested, read such Minutes at the close of each meeting for approval if possible, and shall mail out all notices for meetings of the Association. He/she shall perform such other duties as may be required of him/her by the By-Laws, the President or the Association.

**Section 4.     TREASURER** The Treasurer shall have the charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as ordered or authorized by the Association. He/she shall keep regular accounts of his/her receipts and disbursements, submit his/her record when requested, and give an itemized statement at regular meetings of the Association. He/she, or the President or Vice-President, may sign checks and withdrawal slips on behalf of the Association upon any and all of its bank accounts, provided that each check must be countersigned by another member of the Board of Directors.

**Section 5.     EXECUTION OF INSTRUMENTS** The President, Secretary or the Treasurer, shall, on being said directed by the Association, sign all leases, contracts or other instruments in writing, provided, however, that these powers are subject to the provisions of the Articles of Incorporation of Crossings on the Potomac Property Owners Association, Inc. Expenditures outside of the usual course of business are subject to the vote of the membership prior to their being incurred or advanced.

**ARTICLE VII**

**DUTIES AND POWERS OF THE BOARD OF DIRECTORS.**

**Section 1.     MANAGEMENT OF ASSOCIATION** The Officers of the Association acting in the form of a Board of Directors shall have general charge and management of affairs, fund, and property of the Association. Said Board of Directors shall have full power, and it shall be their duty to carry out the purposes of the Association according to its Articles of Incorporation and By-laws.

Thy Board of Directors may make reasonable rules for the conduct of the members and their guests for the use of Association property and facilities not provided for in these By-laws, the Declaration of Reservations and Restrictive Covenants applicable to Crossings on the Potomac, the Atticles of Incorporation of Crossings on the Potomac Property Owners Association, Inc., or the individual deed or deeds of members/Owners for Lots in Crossings on the Potomac.

**Section 2.     ANNUAL PROPERTY MAINTENANCE CHARGE FEE** The Board of Directors shall have the power to collect the annual property maintenance charge fee for which members and owners of lots in Crossings on the Potomac are required to pay in accordance with the provisions of the Declaration of Reservations and Restrictive Covenants applicable to Crossings on the Potomac, and impose and enforce any lien or encumbrance provided for in said Declaration of Reservations and Restrictive Covenants.

The Board of Directors, at their discretion, shall set times and dates for meetings of the Board as agreed by a majority of the Board. There shall be no need for formal written notice of the meetings but rather, it will be left to the President of the Association, who shall be the Chairman of the Board of Directors, to schedule meetings of the Board when necessary.

**ARTICLE VIII**  
**COMPENSATION OF DIRECTORS**

Neither the officers nor members serving on Committees shall receive any salary or compensation for services rendered to the Association.

**ARTICLE IX**

**NOTICES**

All notice to members shall be mailed to their addresses as given on the books of the Association, and such mailing shall constitute presumptive evidence of service thereof.

**ARTICLE X**

**LIABILITY OF OFFICERS**

**Section 1.**     **LIABILITY** The officer of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the officers against any contractual liability to others arising out of contracts made by the officers on behalf of the Association unless any such contract shall have been made in bad faith are contrary to the provisions of the Articles of Incorporation or of these By-Laws. It is intended that the officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that any liability of any member of the Association arising out of any contract made by said officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of the Board of Directors, or out of the aforesaid indemnity in favor of such officers, shall be limited to such proportion of the total liability thereunder as this membership bears to the entire membership of the Association.

**ARTICLE XI**

**CORPORATE BUSINESS**

**RECORDS**

The corporate business records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.



## ARTICLE XII

### PARLIAMENTARY RULES

Roberts Rules of Order shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

## ARTICLE XIII

### AMENDMENTS TO BY -LA VVS

**Section 1.**     **PROPOSAL** Amendments to these By-laws may be proposed by a majority of the Lots represented at an Association meeting with a quorum, whether meeting as members or by instrument in writing signed by them.

Date \_\_\_\_\_

Date Adopted \_\_\_\_\_

WE, the below-signed officers and directors of Crossings on the Potomac Property Owners Association, Inc., do hereby approve the BY-Law of the corporation as adopted as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
L. Hunter Wilson, President and Director

\_\_\_\_\_  
Donna F. Wilson, Vice President and Director

\_\_\_\_\_  
Donna F. Wilson, Secretary

\_\_\_\_\_  
L. Hunter Wilson, Treasurer

\_\_\_\_\_  
M. Shannon Brown, Director