

**By-Laws and Covenants of
The Crossings at the Great Cacapon
Property
Owners Association, Inc.**

SUMMARY

ARTICLE I -- NAME AND OBJECTIVE OF CORPORATION

NAME. The Crossings at The Great Cacapon Property Owners Association, Inc.

OBJECTIVES.

1. Maintain the roads and common areas of the Crossings for the benefit of the property owners in the subdivision;
2. Enforce all covenants, conditions, easements, restrictions, and rights of way; and
3. Establish reasonable rules and regulations as needed for governing camping, camp fires, trash, litter, and brush disposal, and other matters within the scope of the Certificate of Incorporation

ARTICLE II -- MEMBERSHIP

MEMBERSHIP. The membership of the Association includes all persons or entities that are officially recorded owners (with the Hampshire County Clerk) in The Crossings subdivision.

ASSESSMENTS. The owner(s) of each lot shall pay an annual assessment that includes, but is not limited to, the costs of maintaining roads, common areas and utilities within The Crossings. The amount of the annual assessment may be adjusted by vote of the membership. In the event of default by any member in paying annual assessments, the Association shall file a lien upon that member's property.

VOTING. Members, i.e., the owner(s) of lots at The Crossings, shall be entitled to one vote for each lot owned. The rule is "one vote per lot."

ARTICLE III -- OFFICERS AND DIRECTORS

OFFICERS. The officers of the Association shall include a President, Vice-President, Secretary, and Treasurer. The President shall be a member, ex officio, of all committees.

DIRECTORS. A Board of five (5) Directors shall manage the affairs of the Association. In addition to the Officers, a Member-at-Large shall serve as a Director of the Association.

ARCHITECTURAL CONTROL COMMITTEE. The Board of Directors shall appoint the Architectural Control Committee for a one-year term that shall operate as required by the Declaration of Reservations and Restrictive Covenants.

ARTICLE IV -- MEETINGS

ANNUAL MEETING. The annual meeting of members of the Association shall be held on the first Saturday in June.

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SPECIAL MEETINGS. Special meetings of the Association members may be called by the President, or upon written request of forty (40) members to the President. Notice of a special meeting shall be mailed to each member at least fifteen (15) days in advance.

QUORUM. Thirty-three percent of the total number of votes eligible in the subdivision at any annual meeting shall constitute a quorum.

PROXY USE WITHOUT MEETING. The Association membership may vote entirely by return-mail proxy upon a specified issue(s) without a scheduled meeting. A proxy vote shall permit members at least 15 days to respond.

LACK OF QUORUM. If a quorum is not present, the presiding officer may adjourn the meeting to a later day or time. The required quorum at any subsequent meeting set by the President shall be one-half (1/2) of the required quorum at the preceding meeting.

ORDER OF BUSINESS. At all meetings of the Association, the order of business shall be:

- (a) Minutes of the previous meeting.
- (b) Reports of Officers.
- (c) Reports of Committees.
- (d) Old Business.
- (e) New Business.
- (f) Minutes of the meeting just had, if requested.

MEETING LOCATION. Meetings of the Association shall be held at a place specified in the meeting notice (usually the Slaynesville Fire Department meeting hall).

ARTICLE V -- ELECTION OF OFFICERS AND DIRECTORS

ELECTIONS. The term of an officer or director of the Association is two (2) years. They shall be elected by majority vote at the annual meeting of the Association. No officer or director may serve more than two (2) consecutive terms.

VACANCIES. The remaining Directors shall fill (from among the members of the Association) any vacancy that occurs on the Board for the remainder of the unfilled term.

REMOVAL. Any officer or director may be removed from office for cause, by the vote of 75% of the votes represented at a regular or special meeting of the Association.

NOMINATION. The President may appoint a Nominating Committee of three (3) members of the Association to nominate a slate of officers. Any member of the Association may make sole or additional nominations at the election meeting.

ARTICLE VI -- DUTIES OF OFFICERS

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PRESIDENT. The President shall preside at all meetings of the Association and shall appoint committees as necessary.

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. Other duties as required.

SECRETARY. The Secretary shall keep the Minutes of all meetings of the Association and shall mail out all notices and proxies for meetings of the Association. Other duties as required.

TREASURER. The Treasurer shall keep charge of all receipts and monies of the Association, deposit them in an Association bank account, disburse funds as required, keep records of receipts and disbursements, and give an itemized statement at regular meetings of the Association. Any two of the four officers, may sign checks and withdrawal slips.

EXECUTION OF INSTRUMENTS. The President, Secretary, or Treasurer may sign all leases, contracts or other instruments subject to the provisions of the Articles of Incorporation.

ARTICLE VII -- DUTIES AND POWERS OF THE BOARD OF DIRECTORS

MANAGEMENT OF ASSOCIATION. The Board of Directors shall have general charge and management of affairs, funds, and property of the Association, with full power and duty to carry out the purposes of the Association according to its Articles of Incorporation and By-Laws.

RULES. The 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 Protective Covenants and Restrictions, the Articles of Incorporation, or the individual deeds of owners in The Crossings at the Great Cacapon Property Owners Association subdivision.

ANNUAL PROPERTY MAINTENANCE CHARGE FEE. The Board of Directors shall have the power to collect the annual property maintenance charge fee and enforce any lien or encumbrance provided for in the Protective Covenants and Restrictions.

BOARD MEETINGS. The Board of Directors shall meet at the discretion of a majority of the Board. There is no need for formal written notice of Board meetings.

ARTICLE VIII -- COMPENSATION OF DIRECTORS

The officers, directors and members serving on Committees shall NOT receive any salary or compensation for services rendered to the Association.

ARTICLE IX -- NOTICES

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All notices 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

The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

ARTICLE XI -- CORPORATE BUSINESS RECORDS

The business records of the Association shall be subject to inspection by 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-LAWS

PROPOSAL. Amendments to these By-Laws may be proposed pursuant to Article XV of the Certificate of Incorporation.

ADOPTION. Amendment to these By-Laws maybe adopted only by a majority of the votes a regular or special meeting of the Association provided that notice of the proposed amendment has been stated in the call for the meeting, all pursuant to Article XV of the Certificate of Incorporation.

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS -- April 6, 1990

These Reservations and Restrictive Covenants are binding on all parties and persons owning any portion of The Crossings.

Invalidation of any of the following Restrictions by judgment or Court order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of Restrictions at the time of violation shall not be deemed a waiver to enforce the covenant.

RESIDENTIAL AND AREA USE: The Crossings is for residential purposes only. No residence may be constructed, maintained, or permitted to remain on any lot other than one (1) single-family dwelling containing not less than 800 square feet of interior living space.

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A private garage may be built separately or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling. (Superceded by supplementary declaration to read: "... garage may precede construction of the dwelling but shall be used only for storage...")

All exterior construction must be completed and closed within one year of the commencement date of excavation.

There shall be no trailers, busses, mobile homes, double-wide mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for the storage of materials therein, either temporarily or permanently.

Travel trailers, pop-up campers, motor homes, etc., may not be situated on Crossings properties as permanent or temporary residences or storage facilities, except during the period of construction of a residential structure with at least 800 square feet of living space.

Temporary camping is permitted upon Lots by the owner thereof only through the period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as a tent, travel trailer/camper or recreational vehicle, is permitted for use as a camping shelter.

Temporary camping is also permitted during January and February if residential construction is ongoing. Camping shelters must be professionally manufactured for that purpose. Trailers, RVs, tents, etc., must be removed from the Crossings at the end of each camping stay.

Improvements and construction for maintaining animals shall be kept in good repair, constructed of new materials, and must conform generally in appearance to the dwelling upon a Lot. 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.

SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front lines than twenty-five (25) feet, or nearer to any side Lot lines or boundaries than ten (10) feet, or nearer to any rear Lot lines than thirty (30) feet (amended to 30 feet in all directions).

Setback minimums and utility easements require that no permanent or temporary structure such as a house, deck, porch, garage, or other outbuilding, or any part thereof, may be constructed within 55 feet of the centerline of any roadway within The Crossings.

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SEWAGE: No dwelling shall be erected or maintained on any Lot without a septic system for disposal of sewage, which must be approved by the West Virginia Department of Health. **No outside toilet or closet shall be erected on any Lot.**

Outhouses, pit toilets, Port-a-Johns, etc., are prohibited at The Crossings. Port-a-Johns may be placed at a construction site during the period of construction of a residential or other structure, approved by the Architectural Control Committee.

MAINTENANCE: Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junk, inoperative or **unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage.**

PARKING: Vehicle parking is not regularly permitted on roads and easements within the Crossings. Visitors, delivery vehicles, etc. are permitted temporary parking along the roads.

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 in size. (Amended by Article XV of the Supplemental Declaration.)

AGRICULTURE: **No swine or poultry** shall be raised or bred on any Lot. Household pets, such as dogs and cats, may be kept provided they do not become an annoyance to the Property and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, **horses and ponies, as well as livestock, shall be permitted on subdivision lots, with at least one acre per each grazing animal.** **No trapping or hunting of wildlife shall be permitted within the subdivision, except on those Lots, if any, in excess of twenty-five (25) acres.**

SUPPLEMENTARY DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS – July 5, 1990

ARTICLE I – DEFINITIONS (see full text)

ARTICLE II -- PROPERTIES SUBJECT TO THIS DECLARATION

EXISTING PROPERTY. The real property subject to this Declaration is located in Bloomery District, Hampshire County, West Virginia, and recorded in the Clerk's office in Map Book 6 at pages 21, 22 and 23, and any subsequent re-plats or re-surveys.

ADDITIONS TO EXISTING PROPERTY. Additional land may become subject to this Declaration as adjacent property or through merger (see full text).

ARTICLE III -- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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MEMBERSHIP. Every person or entity who is an owner of record of any Lot to these covenants, shall be a Member of the Association.

VOTING RIGHTS. One vote per lot.

MEMBERSHIP IN GOOD STANDING. In the event of a default continuing in excess of two (2) months from the due date of an annual assessment, delinquent payors or Members shall automatically be prohibited from utilizing the recreation areas within The Crossings and voting privileges on issues concerning monetary expenditures. All privileges of membership shall be reinstated upon payment of delinquent assessments, including statutory interest due for the period of default. Members in default must apply to the Board of Directors for reinstatement.

ARTICLE IV -- PROPERTY RIGHTS IN THE COMMON PROPERTIES

MEMBERS' EASEMENTS OF ENJOYMENT. Every Member of the Association has a right and easement of enjoyment in and to the Roads and Other Common Facilities. This right of use and easement shall pass with the title to every Lot.

TITLE TO COMMON OPEN SPACE. The Developer has deeded and conveyed the roads and other common facilities at The Crossings to the Association.

EXTENT OF MEMBERS' EASEMENTS. The Association may dedicate or transfer all or any part of, or any interest in, the Roads and Other Common Facilities of the Crossings to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, and in accordance with the Articles of Incorporation.

ARTICLE V -- COVENANT FOR MAINTENANCE ASSESSMENTS

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot in The Crossings, by acceptance of a Deed therefore, shall be deemed to agree to pay to the Association the annual assessments. 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. The Developer shall be exempt from collection of assessments.

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 Crossings and for the improvement and maintenance of Roads and Other Common Facilities, including the bridge. 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. The Association shall obtain and keep current the insurance required by West Virginia Code 368-3113.

BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment shall be \$175.00 (increased to \$250.00 per Lot) unless changed by a vote of the Members. The annual

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assessment cannot be increased in excess of three hundred dollars (\$300.00) per lot, unless all Members consent to such increase. The officers and Board of Directors of the Association shall at all times maintain and operate the Association on a non-profit basis.

ASSESSMENT ACCOUNT BALANCE. No decrease in the assessment amounts under one hundred seventy-five dollars (\$175.00) annually per Lot shall occur unless the assessment fund reflects a balance of at least twenty thousand dollars (\$20,000.00).

DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments shall be on a calendar year basis, due and payable by the first business day in January annually.

ASSESSMENT CERTIFICATES. The Association shall upon demand 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.

ASSESSMENT AS PERSONAL OBLIGATION OF THE OWNER. If an assessment is not paid on the date due, 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. The personal obligation of the then Owner to pay such assessment, however, shall not pass to his successors in title unless expressly assumed by them.

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. 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.

SUBORDINATION OF THE LIEN TO MORTGAGES. See full text.

PROPERTY EXEMPT FROM ASSESSMENT. See full text.

PRESUMPTION OF PAYMENT AFTER THREE YEARS. Any annual assessment that has been due and payable for more than three (3) years shall be forgiven, unless legal action to compel payment, or to foreclose on the lien created, or to take other steps in lieu of foreclosure, shall have been initiated prior to the end of the three-year period.

ARTICLE VI -- ARCHITECTURAL CONTROL

REVIEW BY DEVELOPER OR HIS DESIGNATED REPRESENTATIVE. No building, dwelling or other structure or construction, temporary or permanent, shall be commenced, erected, placed or maintained upon The Crossings, nor shall any exterior addition be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted to and approved in writing by the Architectural Control Committee.

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SUBMISSION. Such plans and specifications shall be sent by certified mail, return receipt requested, or shall be personally delivered to the Architectural Control Committee. The Committee has thirty (30) days after said plans and specifications have been submitted to approve or disapprove the design and location, or if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval shall not be required.

FENCES. All fences to be erected shall be approved by the Architectural Control Committee as to location and materials prior to the commencement of construction. All Lots within The Crossings that are required to install utilities below ground in accordance with Article X of this Supplementary Declaration shall be restricted to the use of fences constructed of wood only, save that fences existing upon these Lots at the time of purchase from the Developer may remain and may be maintained, repaired or replaced as necessary but cannot be expanded or lengthened except by wood fencing. All remaining Lots are restricted to the use of wood fencing along the front or street lot line, but may utilize fencing of any material along the back or side lines or in the rear of the property. No new fencing within The Crossings shall exceed six feet (72 inches) in height except around tennis courts.

ARTICLE VII -- GARAGE CONSTRUCTION

This Article expressly amends the prohibition of Item 2 of the First Declaration prohibiting installation of a garage prior to construction of a dwelling upon any Lot. Said garage may precede construction of the dwelling but shall be used only for storage and not as a residence, either temporarily or permanently.

ARTICLE VIII -- SETBACK MINIMUMS

No building or any part thereof shall be erected on any Lot closer or nearer to any street lines, side, rear or boundary lines than thirty feet (30'). This provision expressly amends the restriction of Item 3 in the First Declaration. All existing structures upon The Properties at the date of this Declaration are exempted from compliance with the provisions of this Article.

ARTICLE IX -- UTILITY EASEMENTS

Utility and electric lines have rights-of-way for ingress and egress for installation or maintenance over or under a strip of land fifteen feet (15') from the side and rear lines of each Lot, and thirty feet (30') from the rear boundary of the Lots on the perimeter of The Properties, and thirty feet (30') from all front Lot lines. The easement areas shall be kept as lawn so as not to inhibit access to the roadways, and shall be kept free of permanent improvements, trees, shrubbery and/or fences, in order to allow free access to service utilities. Each road right-of-way is fifty feet (50') in total width, being twenty-five feet (25') on either side of the roadway centerline.

ARTICLE X -- UNDERGROUND UTILITIES

The following-described lots must install all utility cables, wires, conduits and other equipment belowground so as to preserve the scenic open space surrounding these Lots: 1-11, 19-64, and 130-131.

ARTICLE XI -- NUISANCE

No noxious, noisy or offensive activity shall be carried on within The Crossings, 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 Crossings at any time.

ARTICLE XII -- 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. No salvage or junkyard operations are permitted within the Crossings. No waste shall be disposed of in the river at any time. All Lot Owners must comply with the mandates of the West Virginia Department of Health and the Hampshire County Health Department for the use and maintenance of the septic system for their Lot.

ARTICLE XIII -- RECREATION USE

Trail bikes, mini-bikes or similar all terrain vehicles, and snowmobiles are permitted to be driven only on the roads within The Crossings, and then only for ingress and egress, if duly licensed, with mufflers. No vehicles of any kind shall be washed or cleaned in the Great Cacapon River or driven along the riverbanks, and only boats and other devices manufactured for water use are permitted in the river at any time.

ARTICLE XIV -- COMMERCIAL USE

Use of Lots 7 through and including 11 of Phase 1 of The Crossings shall be permitted for limited commercial purposes, as well as for residential use, consistent with the recreational and residential use of the subdivision.

ARTICLE XV -- SIGNS

This Article expressly amends the First Declaration to require that any Lot Owner desiring to erect any sign upon a Lot within The Properties receive approval of the Architectural Control Committee prior to such erection, save that builder's job location signs are exempt from this approval requirement. No commercial signage shall exceed four feet (4') by eight feet (8') in size, and no approval shall be given for any signs not in aesthetic harmony with The Properties insofar as possible. The workmanship of such commercial signage shall consider the rural surroundings and shall not include excessive neon, moving parts or flashing lights as a part of any such sign. The Architectural Control Committee shall offer for purchase at actual cost all "For Sale" signs to be utilized within The Crossings and Lot Owners shall be restricted to the use of these signs when advertising on the Lot of its offer for sale.

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ARTICLE XVI -- FLOOD PLAIN

In the area of the 100-year flood plain, no structures or improvements with concrete foundations or footers, or otherwise permanently affixed to the ground, are permitted on any Lot at any time.

ARTICLE XVII -- RIVERBANK AREAS

The land area from the normal and usual low water mark of the Great Cacapon River to ninety feet (90') up each bank inland is environmentally sensitive. The area may be mown and maintained but only trees with trunks less than four inches (4") in diameter may be removed there from without restriction. A maximum of fifty percent (50%) of trees with trunks more than four inches (4") in diameter located in this area may be removed. The land area from the normal and usual low water mark of the Great Cacapon River to twenty feet (20') up each bank inland is riverbank and is subject to erosion and extreme conditions; therefore, the Architectural Control Committee must approve the removal of any size trees there from and shall do so only upon submission of an environmental report prepared by an independent expert at the requesting Lot Owner's expense indicating that the riverbank area will not be adversely affected by the proposed removal.

ARTICLE XVIII -- TREE REMOVAL ON SLOPES

No tree removal shall be permitted within The Crossings from slopes exceeding 45% in grade. The Lots affected by this prohibition are the following: 29-35, 75-77, 78-81, 83-91, 92, 93, 191, 194, 155-157, 201, 202, 151, 152, 146, 147, 207, and 208.

ARTICLE XIX -- CAMPING

Camping is permitted upon the subdivision Lots during January and February annually, but only if residential construction is actively underway and ongoing on the Lot where persons are camping. Such camping is for the express purpose of permitting Lot Owners to monitor construction and to protect building materials.

ARTICLE XX -- BRIDGE MAINTENANCE

No salt or chemical de-icing compounds or solutions shall be used on the subdivision bridge or on the approaches thereto, at any time.

ARTICLE XXI -- SWALE AND DRAINAGE AREAS

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

ARTICLE XXII -- DRIVEWAY EASEMENT

As shown on the plat, a twenty-foot (20') wide right-of-way for a driveway to access Lots 8, 9 and 10 of Phase 1 is a reserved permanent easement for ingress and egress to West Virginia Secondary Route 29/4. This permanent easement is to remain open and unobstructed, and is part of the Roads and Other Common Facilities to be maintained by the Association.

ARTICLE XXIII -- EASEMENTS FOR WEST VIRGINIA SECONDARY ROUTE 29/4

See full text.

ARTICLE XXIV -- OFF-SITE SEWAGE DISPOSAL

As indicated on the plats of The Crossings, some Lots contain more than a single reserve area for the installation of an individual in-ground sewage disposal system, one of which such reserve area is for the use and benefit of an adjacent Lot. The ownership of each area so designated shall be subject to a perpetual easement for the legitimate, necessary and reasonable use of this area for septic system installation, maintenance and for ordinary waste disposal. Such easement shall run with the land for both Lots affected. The host Lot Owners shall not disturb the reserve area subject to this easement save for mowing and shall comply with all federal, state and local laws, rules and regulations as to the use of such area. The user Lot Owners shall maintain the system in good repair and operating order, and shall not permit said system to become a nuisance to the host Lot.

Patten Corporation DECLARATION OF THE CROSSINGS AT THE GREAT CACAPON – July 5, 1990

ARTICLE 1 – DEFINITIONS. See full text.

ARTICLE II -- PROVISIONS OF THE DECLARATION REQUIRED PURSUANT TO WEST VIRGINIA CODE 36B-4-101(B)7 AND 36B-2-105

The maximum number of units is 214. However, in accordance with the Supplementary Declaration of Reservations and Restrictive Covenants, no more than the owners of 18 lots in the adjacent subdivision (sometimes referred to as "Adjacent Lot Owners" or "Adjacent Properties" herein) shall be permitted to become full participating members of the Association.

The Board of Directors of the Association may grant any person right of access to all portions of the Crossings for purposes of correcting any condition threatening any property, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected property owner. In the case of emergency, no such request or notice is required and any such right of entry shall be immediate, with such force as apparently necessary to gain entrance, whether or not the property owner is present at the time. This right of entry shall not include the right of entry to any structure located on the property, and does not apply to the grantees of utility and other easements of record.

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Special Declarant Rights – See full text for Patten Corporation’s perpetual rights.

Easements. See full text.

(a) That utility easement granted to Potomac Light and Power Company, November 7, 1916, affects Lots 9, 10, 20, 21, 38, 51-54, 130, and 131.

(b) That utility easement granted to Potomac Edison Company, May 10, 1969, affects Lots 37 and 38.

(c) That utility easement granted to Potomac Light and Power Company, August 23, 1949, affects Lots 1-11, Common Area No. 1, Lot 214, and the remainder lot (2.861 acres) near Phase 1 of the subdivision.

(d) Hiatt-Shoup easements: see full text. Lots affected are 1-7, Common Area No. 1, 12-16, 133, 134, 170-175, 193-214, and Common Area No. 3.

(k) The Cemetery Lot Common Area in Phase 4 offers ingress and egress along a dirt path or roadway twenty feet (20') in width crossing Common Area No. 2 and Lots 76 to 78.

(m) All drainage areas reserved on the plat for natural swales and drainage patterns are to be perpetual easements, which may not be obstructed or filled.