

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BRISTOL SPRINGS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRISTOL SPRINGS SUBDIVISION, is made this 27th day of August, 2007, by Charles D. Hogendorp, Jr., and Betty J.S. Hogenorp, members of Bristol Springs, LLC, a WV LLC, ("the Declarant"), as the owner of all that certain tract of land originally containing 135.764 acres, more or less, situated in Gore District, Hampshire County, West Virginia, now known as Bristol Springs Subdivision, as shown on that certain plat of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 10, at page , and which said parcel is the subdivision of the same tract or parcel of real estate conveyed unto Bristol Springs, LLC, a WV LLC, by deed of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 463, at Page 683. The tract of land thus identified shall be referred to in this declaration as "the Property".

All of the Lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall be covenants running with the land, and every lot contained therein, whether or not specific reference is made to this Declaration in any Deed or other instrument transferring or conveying any portion or all of such property, shall also be subject to these covenants. These covenants shall be binding on all parties having any right, title or interest in the described Property, or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Bristol Springs Subdivision is an unincorporated association organized under the West Virginia Uniform Common Interest Ownership action (Sections 36B-1-101 et seq. of the West Virginia Code) (the "Act") for the following purposes: (a) to administer the covenants, conditions and restrictions of Bristol Springs Subdivision in such a manner as to conserve and protect the value of all the Property; (b) to assess, collect and disburse the assessments authorized by Article II of this Declaration; (c) to promote the peace, health, comfort, safety and general welfare of its members; and to do all other things permitted to similar associations by the Act.

Every owner of a lot shall, upon accepting a deed to such lot, automatically becomes a Member of Association by reason of such ownership so long as he remains an owner of such lot. One who owns an interest in a lot solely as security for the repayment or an obligation shall not be a member. Members shall be personally liable, jointly and severally with all other owners of their lots, for complying with the provisions of this Declaration and the reasonable rules and regulations promulgated under it by the Executive Board of the Association, and for the payment of all assessments and charges imposed upon their lots during the period of their ownership. A member may not escape his membership responsibilities by non-use of the Association facilities or abandonment of a lot.

The affairs of the Association shall be managed by an Executive Board consisting of not less than three Members. The initial Members of the Executive Board shall be appointed by Declarant, or his agent or assigns. Except for the Executive Board members appointed by the Declarant, a majority of the Executive Board members must be owners of lots within the Property. The Executive Board shall elect officers of the Association among themselves, or to include other members, which shall include at least a president, secretary and treasurer. The initial Executive Board may adopt By-Laws for the Association prior to the conveyance for the first lot to an owner other than by the Declarant; such By-Laws may thereafter be amended by a 55% vote of the owners of Lot Nos. 1 through 18, inclusive, at a meeting of owners called for that purpose, but while the Declarant still owns any lot in said subdivision, no By-Laws may be amended without the Declarant's written consent.

Subject to the provisions of Section 36B-3-103 of the Act, the Declarant shall, during any period of Declarant control, have the right to appoint or remove any officer of the Association, or any director of the Association appointed by it. Unless the Declarant voluntarily surrenders it sooner, the period of Declarant control shall terminate sixty (60) days after the Declarant has conveyed 85% of the lots to owners other than the Declarant.

The owner(s) of each lot shall be entitled to one vote for each lot owned, in the election of the Executive Board members and on such other matters as may properly come before the membership. Voting shall be in accordance with Section 36B-3-110 of the Act.

The Executive Board of the Association shall have the powers necessary and appropriate for carrying out the purposes the Association except as may be specifically reserved by this Declaration to the members, or to the Declarant.

ARTICLE II - ASSESSMENTS

Each owner of each lot agrees to pay, as his personal obligation, such assessments as are authorized by this Declaration and levied by the Executive Board. Every such assessment shall also be a continuing lien upon the lot against which the assessment is made. The sale of any lot pursuant to a foreclosure of a deed of trust on the lot (or deed in lieu of such foreclosure), shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or deed in lieu of foreclosure, but shall not extinguish the personal liability of the owner of such unpaid assessments which became due during his period of ownership. The lien provided for herein shall be subordinate to the lien of any first deed of trust, except for assessments which accrued prior to the date such deed of trust was recorded.

The Executive Board shall fix each year an annual assessment equally against each lot in an amount appropriate to, and used exclusively to, carry out the purposes of the Association described in Article 1, including the funding of reasonable reserve for construction, maintenance and repair of the roadways, and the timely construction, repair, and replacement of capital improvements. The maximum annual assessment for each lot, until changed by vote of the membership as hereafter described, shall be \$ 100.00 per lot, indexed automatically for inflation as provided in Section 36B-1-114 of the Act. The Executive Board may, prior to the beginning of each year, set an annual assessment for such year which does not exceed this maximum, and if the Board should fail to fix an assessment for any year, the previous year's assessment shall apply. The maximum annual assessment may be modified or waived for one or more years with the approval of the Executive Board and a majority vote of the members, provided that during the period of Declarant control it may only be modified or waived with the unanimous consent of all owners. The Declarant shall never be required to pay any road maintenance fees of any kind.

The Executive Board may also levy a special assessment against some or all of the lots on the Property, for the purpose of defraying, in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of capital improvement, including fixtures and personal property thereon, provided that such special assessment is approved by majority vote of the owners of those lots which would be subject to the proposed special assessment.

The Executive Board may also levy a maintenance assessment on any lot whose owner fails to maintain or restore the lot and improvements on it, as required by Article III of the Declaration. Such a maintenance assessment shall be limited to the amount necessary to meet the cost of the maintenance or restoration, and other charges, if any, permitted under this Declaration, and may not be imposed until the Board has given the owner at least 45 days notice of its intention to undertake such maintenance or restoration and afforded the owner an opportunity to be heard by the Board on the matter.

The Association may charge the owner: a) a late fee on overdue assessments, not to exceed ten percent of the assessment; b) the costs, including attorney's fees and court costs, for collection of assessments and of enforcing any of the provisions of this declaration; and c) interest on overdue sums, up to the maximum rate permitted by law. Any such charges shall be added to and become a part of the lienable assessment of the lot, and they may be awarded by a court as part of its judgment in any proceeding in law or in equity.

ARTICLE III - USE RESTRICTIONS

a) No owners of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot, consequently, in the construction of a driveway into any lot, a fifteen (15) inch in diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to prohibit blockage of natural drainage.

b) No building shall be erected closer than ten (10) feet from any interior property lines, nor closer than twenty (20) from any exterior property lines, nor closer than twenty (20) feet from any road and/or right of way, as shown on the plat of said subdivision, or as shown on

the above referenced plat, if said plat indicates any different set backs.

c) Not more than one single family residence shall be erected on any lot. The residence shall contain a minimum of 950 square feet of living area, excluding basement, garage, and porches. Trailers, double-wides, and mobile homes are not permissible.

d) No portion of any lot may be used as a roadway or a right-of-way to any property not included on the above reference plats, except this restriction shall not apply to roadways or right-of-ways to any land now owned or hereafter acquired by Declarant, as well as established easements for adjoining land owners. Further, Declarant reserves the right to grant easements to adjoining land owners, up to the such time as all lots are sold by the Delcarant.

e) Each lot shall be used for residential purposes only. Any garage or out building must conform generally in appearance and material with the dwelling on said lot.

f) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. All lots improved or unimproved must be maintained by the lot owner in a neat and orderly condition at all times. No garbage or trash shall be permitted to accumulate or remain on any lot. All lots, once purchased, must be kept mowed and neat in appearance.

g) All dwellings placed on any lot must have septic systems and wells that comply with the regulations of Hampshire County Health Department. No free standing toilets are allowed in the subdivision except while the house is being built. All waste must be keep in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept out of the view of the public.

h) The Declarant reserves unto himself and his assigns, the right to erect, maintain, operate, and replace telephone and electric light poles, conduits and related equipment and/or sewer and water lines, and the right to grant easements therefore on, over and under a strip of land ten (10) feet wide along each side of all interior property lines and twenty (20) feet wide from the edge of all road rights of way, in addition to any other instrument duly recorded to run along the side of

the rights-of-way shown on the above referenced plat, or as shown on the above referenced subdivision plat. The right-of-ways shall be subject to the common usage of the Declarant, his heirs and assigns.

i) Each lot owner shall have the right of ingress or egress from his lot over the right-of-ways and roadways as shown on the above referenced subdivision plat.

j) If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing, or to recover damages or other dues for such violation. The Board of Directors, upon a favorable 2/3 vote of it's members, may act to enforce any violation of the covenant or other terms of these covenants. Failure to enforce any provision herein contain shall in no way be deemed a waiver of the right to do so hereafter.

k) The association, by vote of 2/3 of its members, may make additional rules, covenants, and restriction for the use of the property, which together with the above, may be enforced by fines, or other penalties. By-laws may be established by the association upon a 2/3 vote of the owners.

l) All exterior construction must be completed and closed within nine (9) months of the commencement of the construction. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building construction operations, and in such cases for a period not to exceed six (6) months. Any and all outbuildings on a lot shall conform in appearance to the home on said lot.

m) All rights of way as shown on the plat of the property shall be maintained as private roads by the Association. At such time as a majority of the lot owners shall request that the State assume control of said right of way in the subdivision, and the State agrees to accept the road, each lot owner shall execute any and all documents necessary to accomplish dedication of the roads to the State. This paragraph shall not be interpreted, however, as implying any obligation on the part of the Declarant to make any changes or improvements in the road, other than as required for approval of the subdivision plan.

n) Any damage done to a roadway by an owner, or the family member, guest, or invitee of an owner, shall be the responsibility of such owner to repair. If an owner fails to make any repair required of him under this

section within thirty (30) days of written notice from the Association, then the Association may make such repairs as the agent of the owner and the costs of such repairs shall constitute a maintenance assessment against such owner's lot. Such assessment shall bear interest and be collectible as provided for in Article II of this Declaration.

o) Any and all pets shall be confined to their lot by a fence or an invisible electronic fence. No pets shall be confined by a chain on the lots of said Subdivision.

p) No unlicensed or unregistered vehicles of any nature shall be permitted on said lots. No junk vehicles of any nature may be stored or kept on said lots.

**ARTICLE IV
DECLARATIONS REQUIRED UNDER ACT**

In accordance with Section 36B-2-105 of the West Virginia Code (as amended), and other provisions of the West Virginia Common Interest Ownership Act, the Declarant does hereby declare, in addition to other matters set forth in this declaration:

1. The name of this common interest community shall be Bristol Springs Subdivision, and it is a "planned community" within the meaning of the aforesaid Act;

2. The community is located entirely in Hampshire County, West Virginia;

3. The real estate included in the community is set forth on the above referenced Plat, however, additional real estate may be added to the subdivision, if acquired by the Developer, or it's assigns, at a later date;

4. Declarant reserves the right to develop this property, and to add additional lots to Bristol Springs Subdivision. The maximum number of Lots is 350;

5. The boundaries, lot numbers, and "set backs" of each lot are shown on the above referenced Plat;

6. All common elements and limited common elements shall be set forth on the final plat(s) of said subdivision, including any future real estate to be dedicated as a common area or a limited common area;

7. The Declarant reserves the following all of the "Development Rights" and the "Special Declarant Rights" within the meaning of the Act. These rights apply to all lots, and may be exercised at any time prior to the Declarant selling all lots in the Subdivision;

8. The annual assessments for the common expenses of the community shall be levied equally against each lot, and each lot shall be entitled to one vote in the Bristol Springs Subdivision Association;

9. The restrictions on use of the lots shall be as set forth in this declaration. There are no restrictions on occupancy of the lots. There are no restrictions on alienation of the lots, nor on the amount for which lots may be sold;

10. Easements and rights of way not of record presently, if any, used by other users appurtenant to or included in the community are shown on the herein referenced plat. Declarant reserves the right to grant an easement to adjoining landowners over the subdivision road, and said easement(s) may be shown on the final subdivision plat;

11. The recording data on easements and licenses appurtenant to or included in the community, if any, are shown on the herein referenced plat.

ARTICLE V GENERAL PROVISIONS

a) any individual owner shall have the right to enforce, by any proceedings, at law or inequity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or association or by any owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

b) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land.

c) Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

d) In construing this Declaration, the use of the gender or number shall imply the use of any other gender or number as the context may require. Any amendment to this Declaration, the By-Laws or to conduct any business of the Association, must be approved by 55% of lot owners required to approve any amendment to the Declaration, the By-Laws or any business of the Association. Said vote of each lot owner may be in person, or by proxy if not present, at the meeting called for such purpose, as set forth in 36B-3-110 of the West Virginia Code (as amended).

The determination by any court that any provision of this document is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions.

This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purposes of protecting and enhancing the value, marketability and desirability of the Property. The Executive Board shall have the right to interpret all provisions of this Declaration so as to advance those purposes.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of Bristol Springs Subdivision, to be executed this 16th day of October, 2007.

DECLARANT:

BRISTOL SPRINGS LLC,
A WEST VIRGINIA LLC

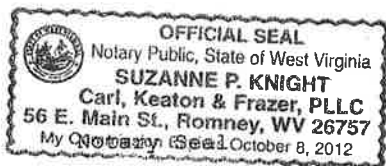
By: [Signature] (SEAL)
Charles D. Hogendorp, Jr.,
Member

By: [Signature] (SEAL)
Betty J.S. Hogendorp,
Member

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

I, Suzanne P. Knight, a Notary Public, in and for the county and state aforesaid, do hereby certify that Charles D. Hogendorp, Jr., and Betty J.S. Hogendorp, his wife, Members of Bristol Springs, LLC, Declarant, whose names are signed and affixed to the foregoing instrument dated the 16th day of October, 2007, have this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 17th day of October, 2007.



[Signature]
Notary Public

This instrument prepared by William C. Keaton, Attorney at Law, Romney, WV.
njhcovenants/Bristol Springs
spk/2006

SHARON H. LIND
HAMP SHIRE COUNTY 12:05:19 PM
Instrument No 101356
Date Recorded 10/23/2007
Document Type C&R
Book-Page 469-256
Rec/Preserve \$9.00 \$1.00

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