

Mailed 11-9-89

Mr. Ronald W. Turner

452 North Main St.

Timberville, Va. 22853

RESTRICTIVE COVENANTS AND CONDITIONS
FOR MOUNTAIN MEADOWS

The following covenants and conditions shall apply to the subdivision of Mountain Meadows, lying and being situate in Lost River District, Hardy County, West Virginia, and being the same real estate which was conveyed to Ronald W. Turner by Howard E. Krauskopf, Trustee, by deed dated May 31, 1989, which is of record in the office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 204, at Page 408. Each and every one of these covenants and conditions is, and all are, for the benefit of each owner of the various tracts within Mountain Meadows, or any interest therein, and shall be construed as covenants and conditions running with the title of the land and with each and every part and parcel thereof regardless of how title was acquired, and said covenants and conditions shall remain in full force and effect unless and until modified by the owners of the various tracts of Mountain Meadows as hereinafter set forth.

In the event of violation or breach of the following covenants or conditions, or threatened breach thereof, the owner or owners of any tract or tracts in Mountain Meadows shall have the right to enjoin the same with proceedings at law or equity against the person or persons violating or threatening to violate said covenants and conditions, and such owner or owners enforcing same shall have the right to recover just damages for themselves and on behalf of all other owners of the various tracts in Mountain Meadows. No delay or omission in exercising any rights, powers or remedies provided in this paragraph shall be construed as a waiver thereof or any acquiescence therein.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition or covenant, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

SEE, WALTERS
KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

1. The Grantors may assess each tract owner One Hundred Dollars (\$100.00) per year, per tract, with a ten (10%) per cent increase in the original amount of One Hundred Dollars (\$100.00) every third (3rd) year, for the use, upkeep (not to include snow removal), and maintenance of rights-of-way within the subdivision. There is exempted from the assessment provided for in this paragraph, Tracts Nos. 52, 53, 54, 55, 56, 57 & 58, which tract owners are exempt from the payment of the maintenance fee provided for herein with the express understanding that those tracts shall obtain egress and ingress to and from their tracts from the state maintained roadway adjacent thereto and that, correspondingly, those tracts will not have the right to use the rights-of-way within the subdivision. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners, appointed by the Grantors, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid, and payment of said assessment and levy shall be made on or before the 15th day of January next following the purchase of any said tract, and on or before the 15th day of January of each year thereafter. When more than one tract is owned by a party or parties and in the event of resale by them of one or more of said tracts, then the obligation to pay said fee shall be binding upon the purchaser or purchasers thereof of said tracts, without any provision therein specifically so providing. After any failure of the Grantors or their heirs, successors or assigns, to exercise the appointive powers set forth in this paragraph, and after reasonable notice by at least two (2) land owners within Mountain Meadows given to the said Grantors, their heirs, successors or assigns in title, a meeting of all land owners within Mountain Meadows may be called and the majority of those present shall be empowered with all the rights and powers the Grantors could have exercised under the provisions of this paragraph.

2. The Grantors reserve unto themselves, their heirs, successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights-of-way therefor, with the right of egress and ingress for the purpose of erection or maintenance on, over or under, a strip of land twenty-five (25) feet wide at any point along the side, rear or front lines of any of the tracts within said subdivision. When two tracts immediately adjacent to one another are owned by the same individual or group of individuals and said tracts are not separated by a right-of-way along the entire boundary, then and in that event said owner or owners may build permanent structures within the set-back adjacent to said common boundary line, with the express understanding that in the event that is done, then and in that event the Grantors herein reserve a right-of-way twenty (20) feet in width at any place on either tract for the purposes as set forth in this paragraph.

3. No further subdivision of any of the tracts within Mountain Meadows will be allowed for a period of twenty (20) years, and then only with approval of ninety (90%) percent of the then existing tract owners within Mountain Meadows.

4. No structure of any type or kind whatsoever in Mountain Meadows may be erected closer than twenty-five (25) feet to any road right-of-way within said subdivision, nor shall same be in any manner erected closer than twenty-five (25) feet to the sides or rear or front of any tract division line.

5. No trucks, old cars or unsightly or unlicensed vehicles may be left or abandoned on the tracts within Mountain Meadows; however, this item shall not be construed as to prohibit farm machinery or vehicles necessarily used in an active farm situation.

6. The construction of any driveway or roadway on any tract shall be done in such a manner so as not to interfere with the

SEE, WALTERS
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use of the main roadways within the subdivision; such construction of any driveway or roadway on any tract shall also be done in such a manner as to prevent any undue or unnecessary damage by drainage or otherwise to the main roadways or adjoining tracts. In some cases a pipe may be necessary across the driveway. Construction of any necessary driveways to conform to the requirements of the covenants and conditions shall be the sole responsibility of the tract owners.

7. All tracts within the subdivision, whether occupied or unoccupied, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of trash, rubbish, garbage, debris, junk or any other refuse thereon.

8. All rights-of-way within the subdivision of Mountain Meadows are for the exclusive use and benefit of the tract owners, and only the tract owners of said subdivision, and the only exception thereto is that said rights-of-way within the subdivision of Mountain Meadows may be used by all persons lawfully entitled to use same by virtue of visitation to the two graveyards situate on Lot 13 and Lot 41 within said subdivision, it being understood that the rights-of-way within the subdivision may be used by visitors to said graveyards, which said visitors would include all those having a lawful right to visit said graveyards and the gravesites contained therein. Tracts Nos. 52, 53, 54, 55, 56, 57 & 58, and the owners thereof, shall not have the use and benefit of the rights-of-way within the subdivision of Mountain Meadows, inasmuch as access to and from said tracts shall be obtained from the public road which is adjacent to said tracts and, as such, the tracts and the owners thereof shall not be entitled to the use of the rights-of-way within the subdivision and, correspondingly, said tracts and the owners thereof shall not be responsible for the road maintenance assesement as set forth in Paragraph 1 of these covenants.

9. The roadway within the subdivision of Mountain Meadows is fifty (50) feet in width and, as such, each tract is subject to an easement of twenty-five (25) feet of road or roadway on each side of the center of said roadway as the situation may be with the various tracts within said subdivision. Each individual tract within the subdivision shall have the right to use the main roadway but only so far as said boundary of any individual tract, and no further, and especially not to the end of said roadway unless any subject tract shall be literally at the end of said roadway.

10. No businesses shall be operated from any tract within Mountain Meadows.

11. No more than one family dwelling, whether occupied permanently or not, shall be permitted on one tract within Mountain Meadows.

12. Upon the sale or conveyance on the part of the Grantors of eighty (80%) percent of the tracts within Mountain Meadows, these restrictive covenants and conditions may be changed, altered, amended or deleted upon approval of eighty (80%) percent of the then land owners, with the owners of each lot having one vote at a meeting called upon proper notice to all land owners.

13. Mobile homes, house trailers and the so-called double wides are prohibited on any tract within the subdivision. Camping trailers, up to and including thirty (30) feet in length, are permitted on said tracts up to a maximum of five (5) months per calendar year, and no additions whatsoever are allowed to be built onto any said camping trailer during its temporary stay.

14. Livestock, other than dogs or cats, must be fenced in by a fence or pen sufficient to prevent its roaming on any roadway or adjoining tract.

15. Minimum size of any residence constructed on any tract within the subdivision shall be six hundred (600) square feet on the main floor, exclusive of porches, garage or basement.

16. There are two graveyards within said subdivision. Same are as shown and depicted on the plat or map of said subdivision, of record in the office of the Clerk of the County Commission of Hardy County, West Virginia. One graveyard is on Tract No. 13, and one graveyard is on Tract No. 41. There is expressly reserved an easement fifteen (15) feet in width, as shown and depicted on said plat or map, which said easement shall be for the purpose of allowing ingress and egress to and from said graveyards and the subdivision road adjacent to said tracts on the part of any and all persons having a lawful right to visit said graveyards and the gravesites contained therein.

17. Tracts Nos. 51, 52, 53, 54, 55, 56, 57 & 58 shall not have the use of the rights-of-way within the subdivision. Tracts Nos. 51 and 52 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road. Tracts Nos. 53 and 54 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road. Tracts Nos. 55 and 56 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be

twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road.

Tracts Nos. 57 and 58 shall share access as shown and depicted on the plat or map of Mountain Meadows, of record in said Clerk's Office, and said shared access shall be the exclusive access to said lots or tracts of real estate, and that said shared access as shown and depicted on said plat or map as aforesaid shall be twenty-five (25) feet on each side of the tract boundary line for a distance of one hundred (100) feet from the public road.

WITNESS the following signatures and seals this the 16th day of October, 1989.

Ronald W. Turner (SEAL)
Ronald W. Turner

Margaret W. Turner (SEAL)
Margaret W. Turner

STATE OF VIRGINIA
COUNTY OF ROCKINGHAM, to-wit:

I, ELLEN R. GARDNER, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald W. Turner and Margaret W. Turner, his wife, whose names are signed to the foregoing writing, bearing date the 16th day of October, 1989, have this day acknowledged the same before me in my said County and State.

Given under my hand this 30th day of OCTOBER, 1989.

My commission expires 10/15/91.

SEE, WALTERS
KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

Ellen R. Gardner
Notary Public

(AFFIX NOTARY SEAL)

This instrument prepared by Jack H. Walters,
See, Walters & Krauskopf, Attorneys at Law,
P. O. Box 119, Moorefield, WV 26836.

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office November 8, 1989

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste James L. Baertman Clerk.

C O R R E C T E D



DEED OF AMENDMENT TO THE RESTRICTIVE COVENANTS AND
CONDITIONS FOR MOUNTAIN MEADOWS
Mathias, West Virginia

**The following constitutes an Amendment to the Restrictive Covenants and Conditions for
the subdivision of Mountain Meadows, in Mathias, West Virginia.**

W I T N E S S E T H:

WHEREAS the Mountain Meadows subdivision, lying and being situate in Lost River District,
Hardy County, West Virginia and being the same real estate conveyed to Ronald W. Turner by Howard E.
Krauskopf, Trustee, by deed dated May 31, 1989 recorded in Deed Book 204 at Page 408 in the office of
the Clerk of the County Commission of Hardy County, West Virginia, is subject to certain Restrictive
Covenants and Conditions; and

WHEREAS the Restrictive Covenants and Conditions for the Mountain Meadows subdivision
recorded in Deed Book 207, Page 87, in the office of the Clerk of the County Commission of Hardy
County, West Virginia provides, at paragraph 1, that the Grantors (Ronald W. Turner and Margaret W.
Turner) may delegate the rights and responsibilities for road maintenance within the Mountain Meadows
subdivision and dues collection from property owners to a committee of tract owners to carry out these
duties and responsibilities; and

WHEREAS the Grantors delegated their obligation and responsibility to maintain the roadways
within the Mountain Meadows subdivision and collect those dues pursuant to delegation dated October
19th, 1999 and recorded in Deed Book 260 at Page 638 in the office of the Clerk of the County Commission
of Hardy County, West Virginia (the "Delegation"), attached hereto and incorporated by reference as
Exhibit 1; and

WHEREAS the Restrictive Covenants and Conditions provide at paragraph 12 that following the
sale of 80% of the tracts within Mountain Meadows, the Restrictive Covenants and Conditions may be
changed, altered, amended or deleted upon approval of 80% of the then land owners at a meeting duly
noticed to the land owners in the Mountain Meadows subdivision; and

WHEREAS upon notice given and meeting held by the tract owners in Mountain Meadows on
January 20th, 2007, 80% or more of tract owners in fact voted, in person and by proxy, to amend the
Restrictive Covenants and Conditions of the Mountain Meadows subdivision in accordance with the
amendments below (Exhibit 2, incorporated herein); in consideration of which, it is RESOLVED:

CORRECTS DEED OF AMENDMENT TO THE RESTRICTIVE COVENANTS AND
CONDITIONS FOR MOUNTAIN MEADOWS RECORDED IN DEED BOOK 295, PG 233(5)

1. All authority to maintain roads and collect dues for the Mountain Meadows under the October 15th, 1999 Delegation is rescinded in its entirety, and the October 15th, 1999 Delegation is of no further force and effect. Neither the delegees under the October 15th, 1999 Delegation nor Mountain Meadows Road Committee, Inc. (a not for profit West Virginia Corporation formed in 1999) have any further authority to maintain roadways within the Mountain Meadows subdivision or collect dues for road maintenance within the Mountain Meadows subdivision.

2. That the Road Committee and Mountain Meadows Road Committee, Inc. designated and established in 1999 turn over and relinquish unto the new Road Committee referenced below, all funds in the current road maintenance account (including all reserves, if any), and provide an accounting for receipts and disbursements relating to the road maintenance fund from 1999 to the present.

3. The new Mountain Meadows Road Committee, members of whom were duly nominated and elected at the January 20th, 2007 meeting of tract owners within Mountain Meadows, are hereby empowered to undertake all acts as may be required by the By-Laws of the new Mountain Meadows Road Committee (set forth below and incorporated in this Amendment), and to conduct its affairs in accordance with the By-laws below.

4. All tract owners within the Mountain Meadows development are entitled to the benefits and are bound by the procedures, duties and obligations in this Amendment, absent further amendment to the Restrictive Covenants and Conditions pursuant to paragraph 12 therein.

BY-LAWS OF THE NEW MOUNTAIN MEADOWS ROAD COMMITTEE

ARTICLE I Definitions

Section 1. "Road Committee" shall mean and refer to The Mountain Meadows Road Committee, an unincorporated association of tract owners in the Mountain Meadows development located off Howards Lick Road, Mathias, West Virginia.

Section 2. "Mountain Meadows" shall mean and refer to The Mountain Meadows subdivision located in Hardy County, West Virginia.

Section 3. "Roads" shall mean and refer to all roads shown on any plats of Mountain Meadows, but does not include driveways, trails, paths or any other method of ingress or egress that is contained, in whole or in part, within the lot lines of any parcel in Mountain Meadows.

Section 4. "Covenants" shall mean the Declaration of Reservations and Restrictive Covenants recorded with the plats of Mountain Meadows.

Section 5. "Owner" shall mean record title holders of each tract owner in the Mountain Meadows subdivision.

ARTICLE II

Location

Section 1. The principal office of the Road Committee shall be established following election of the members of the Road Committee in any given year, and may be determined by the Committee in the Committee's discretion.

ARTICLE III

Membership

Section 1. All tract owners in Mountain Meadows are eligible for nomination to be elected on the Road Committee, and have the right to participate in all meetings of the Road Committee and otherwise be entitled to access to all files, information, electronic data, digital data and financial data maintained by the Road Committee in the course of performance of its duties and responsibilities.

Section 2. The rights of membership are subject to the payment of annual assessments levied by the Road Committee, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the Covenants recorded with the plats of The Mountain Meadows subdivision in the Public Records of Hardy County.

ARTICLE IV

Voting Rights

Section 1. In casting ballots for candidates for the Road Committee, each owner shall have one vote per parcel; however, only lot owners in good standing with regard to payment of prospective annual assessments shall be entitled to vote for future candidates of the Road Committee.

Section 2. Votes for election of the members of the Road Committee may be exercised by proxy, and the Road Committee may have up to 5 elected individuals. The Road Committee may, in its discretion, receive other individuals to serve on the Committee.

Section 3. Written Proxies shall be submitted to the Road Committee at least seven days in advance of the annual meeting of the Road Committee.

ARTICLE V

Road Committee Meetings

Section 1. A regular meeting of the Road Committee shall be held twice per year, on a date and time to be set by the Committee. The Road Committee shall provide to the Owners at least 30 days' advance written notice of the date, time and location of the regular meetings.

Section 2. Special meetings of the Road Committee shall be held when called by any member of the Road Committee, and advance written notice of not less than 7 days of any such meeting shall be provided to the Owners and other Road Committee members.

ARTICLE VI

Meetings of Owners to Elect Members of the Road Committee

Section 1. The regular annual meeting of the owners shall be held within the month of October each year on a day (not a national holiday) to be determined by the incumbent membership on the Road Committee with at least 30 days' advance written notice provided to the Owners. Subject to section 2 below, committee members shall

serve two year terms. At the annual meeting, owners shall vote for the members of the Road Committee for the ensuing two year term for that member or members whose term has expired as of the date of the annual meeting.

Section 2. The Owners present in person and by proxy, representing in excess of 80% of the tract owners in the Mountain Meadows subdivision, nominated and elected the following members of the new Road Committee authorized by this Deed of Amendment of the Restrictive Covenants and Conditions for Mountain Meadows: John Rose, Ellen Graper, Chris Davy, Doug Bostic, and Paul Hamrick. This new Road Committee is authorized to meet and confer, and designate offices to be held, and which members of the new Road Committee shall hold the following terms for the January 20, 2007 elections only:

- a. Two Committee members shall hold three year terms;
- b. Two Committee members shall hold two year terms; and
- c. One Committee member shall hold a one year term.

This provision only applies to the election of new committee members that occurred on January 20, 2007 in order to implement staggered elections. All future elections shall be subject to the general election procedures set forth in Section 1 above. The Secretary of the new Road Committee is granted authority to execute this Deed of Amendment to the Restrictive Covenants and Conditions for Mountain Meadows for recordation among the land records of Hardy County, West Virginia.

Section 3. Special meetings of the Owners for any purpose related to the Road Committee may be called upon written request of the Owners who have a right to vote one-fourth of the lots in Mountain Meadows.

ARTICLE VII

Books and Papers

Section 1. The books, records, electronic data, digital data, and papers of the Road Committee shall at all times, during reasonable business hours, be subject to the inspection of any Owners.

ARTICLE VIII

Duties and Responsibilities

Section 1. The Road Committee shall, at all times, treat all owners with deference and respect, and properly and fairly administer its responsibilities to maintain the Mountain Meadows Roads in accordance with the Covenants, and collect, disburse and properly account for all dues collected from owners as provided for in the Covenants.

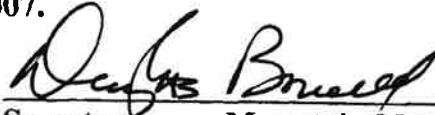
Section 2. The Road Committee is specifically charged with the duty and responsibility to:

- a. Monitor and assess the condition of the roads in the Mountain Meadows development and obtain competitive bids, if possible, for maintenance and repair of the roads in Mountain Meadows;
- b. Keep all Owners in Mountain Meadows reasonably informed of the activities and finances of the Road Committee; and
- c. Collect dues from Owners in Mountain Meadows in accordance with the Covenants;

Section 3. All tract owners within Mountain Meadows (with the exception of tracts 52, 53, 54, 55, 56, 57 & 58) are obligated to pay dues and assessments that may be imposed by the New Road Committee in accordance with the rates and increases as provided for in the Covenants and Restrictions. In the event that a tract owner fails to pay all dues and assessments that otherwise come due after thirty days' notice of such delinquent assessment, such unpaid dues and assessments shall become a lien against the applicable tract(s), and the delinquent tract owner shall be obligated to pay, in addition to any such delinquent dues or assessments, all cost of collection, including reasonable attorneys fees incurred in collection.

Section 4. The New Road Committee may promulgate any further procedures which, in its sole discretion, may be required for its orderly operation and administration which are not in conflict with these By-laws or these Amendments to the Restrictive Covenants and Restrictions of the Mountain Meadows development.

I hereby declare, after being duly sworn, that the foregoing
**AMENDMENT TO THE RESTRICTIVE COVENANTS AND
CONDITIONS FOR MOUNTAIN MEADOWS** was presented,
discussed, adopted and approved by at least 80% of the lot owners in
the Mountain Meadows subdivision located in Hardy County, West
Virginia this 20th day of January, 2007.



Secretary, new Mountain Meadows
Road Committee nominated and
elected January 20th, 2007.



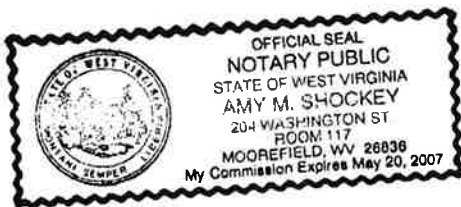
Printed name

COUNTY OF Hardy
STATE OF West Virginia

TO WIT:

The foregoing instrument was acknowledged before me in the
jurisdiction aforesaid on the 27th day of March, 2007,
by Douglas Boswell.

My commission expires:


Notary Public

30

ed 5-14-2001
ett & Garrett
orneys at Law
Box 510
field, WV 26836

MOUNTAIN MEADOW

Clerk

SCALE 1 INCH = 30 FEET

October 15, 1999

Paragraph 1 of the Restrictive Covenants and Conditions for Mountain Meadow all the Grantors to delegate rights and responsibilities to a committee of tract owners. This document may be found in the Hardy County Courthouse in Deed Book 207, page 87.

We hereby appoint the following Committee of Tract Owners.

Jason Kerpelman
8 Hickory Ridge Ct
Baltimore MD 21228

James Craven
HCR 67 Box 39-1A
Mathias, WV 26812

Jim Dolan
5116 Williamsburg Rd
Hurlock, MD 21643

As per Paragraph 1, notice to hold a meeting of all lot owners was given to the Grantors by the above mentioned committee. The date for the meeting was set and reasonable amount of time for notice was so noted.

Ronald W. Turner (seal)
Ronald W. Turner

10/15/99

Margaret W. Turner (seal)
Margaret W. Turner

10-15-99

Ronald W. Turner (seal)
Ronald W. Turner

Date 4/30/01

Margaret W. Turner (seal)
Margaret W. Turner

Date 4/30/01

COMMONWEALTH OF VIRGINIA, COUNTY OF ROCKINGHAM, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction of

Paragraph 1 of the Restrictive Covenants and Conditions for Mountain Meadow also the Grantors to delegate rights and responsibilities to a committee of tract owners. This document may be found in the Hardy County Courthouse in Deed Book 207, page 87.

We hereby appoint the following Committee of Tract Owners.

Jason Kerpelman
8 Hickory Ridge Ct
Baltimore MD 21228

James Craven
HCR 67 Box 39-1B
Mathias, WV 26812

Jim Dolan
5116 Williamsburg Rd
Hurlock, MD 21643

As per Paragraph 1, notice to hold a meeting of all lot owners was given to the Grantors by the above mentioned committee. The date for the meeting was set and reasonable amount of time for notice was so noted.

Ronald W. Turner (seal) 10/15/99
Ronald W. Turner

Margaret W. Turner (seal) 10-15-99
Margaret W. Turner

Ronald W. Turner (seal)
Ronald W. Turner

Date 4/30/01

Margaret W. Turner (seal)
Margaret W. Turner

Date 4/30/01

COMMONWEALTH OF VIRGINIA, COUNTY OF ROCKINGHAM, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 30th day of April, 2001, by Ronald W. Turner and Margaret W. Turner.

My Commission expires January 31, 2002

Julie G. Custer
Notary Public



STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office May 9, 2001 11:50 A.M.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented and admitted to record.

Teste Janet S. Furrall

30 FEET

Furthousen
DB 231/61
Tax Map 2001 - Parcel 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

FILED

May 9, 2001

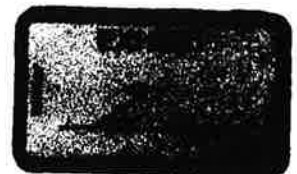
CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHMENT 1 IS AN ACCURATE TABULATION OF ALL VOTES RECEIVED FOR APPROVAL OF PROPOSED AMENDMENTS TO THE RESTRICTIVE COVENANTS AND CONDITIONS OF MOUNTAIN MEADOWS, WHICH PROPOSED AMENDMENTS WERE PRESENTED, DISCUSSED, AND APPROVED AT THE JANUARY 20TH, 2007 MEETING OF THE TRACT OWNERS OF MOUNTAIN MEADOWS, MATHIAS, WEST VIRGINIA.

1/20/07
DATE

Edward Abel
EDWARD ABEL
13833 OVERTON LANE
SILVER SPRING, MD 20904
OWNER: LOT 14

ORIGINAL OF THIS DOCUMENT MAINTAINED BY THE
SECRETARY OF THE NEW MOUNTAIN MEADOWS ROAD
COMMITTEE APPOINTED JANUARY 20TH, 2007



Returned Proxies & Mtg Supporters 1/20/07:

	Proxy Rcvd	At Mtg	Support Amend	Proxy	"No" Vote**	NAME	LOT #
jarr	4	Yes	4			Marshall & Marian Jarrett	1, 2, 3 & 4
hink	0	No		0	1	Paul Allen Hinkle	5
shak	1	No		1		John Shakula	6
crews	1	Yes	1			Philip Crews	7
macrie	1	No		1		Joseph S. Macrie	8
muscar	1	Yes	1			Jake & Myra Muscar	9
ericks	1	Yes	1			Michael & Claire Erickson	10
osbourn	0	No		0	1	Mark Osbourn	11
dolan	0	No		0	2	James A Dolan	12, 13
abel	1	Yes	1			Edward F. Abel & Catherine B. Abel	14
onsie	1	No		1		Matthew Onsie	15
smith	1	No		1		William & Susan Smith	16
jaw	1	No		1		Stephen & Diane Jaworsky	17
bostic	1	No		1		Homer Bostic	18
willing	0	Yes	1			William Willingham	19
key	0	No		0	1	George Key Jr.	20
wilkinson	1	Yes	1			Brad & Leah Wilkinson	21
loos	2	No		2		Kurt Loos	22 & 23
davy	0	Yes	2			Chris Davy	24, 25
reaser	0	Yes	1			Roger Reaser	26
seehaf	2	Yes	2			Erich & Teresa Seehaf	28 & 29
kerpelmar	0	No		0	1	Jason Kerpelman	30
arpee	1	Yes	1			John & Joanna Arpee	31
shaw	3	Yes	3			Gregory Shaw & Ann Palkovich Shaw	32, 33, 27
arpee	2	Yes	2			Stephen & Janet Arpee	34 & 35
gilli	1	Yes	1			Lynne Gilliland & George Gilba	36
richar	1	No		1		Jean-Paul Richard	37
westen	1	Yes	1			Robert Westenberger	38
valte	2	No		2		Noreen Vallen & Laura Robertson	39 & 40
dobson	2	No		2		Joseph & Linda Dobson	41 & 42
aliff	1	No		1		David & Darlene Aliff	43
bryson	3	Yes	3			William Bryson & Penny Clark	44, 45 & 48
brady	1	No		1		Robert Brady	46
dove	1	No		1		Alvin Dean Dove	47
ashby	1	Yes	1			Rolfe Ashby Jr.	50
cunn	2	Yes	2			Robert & Linda Cunningham	49 & 60
geh	2	Yes	2			Linford & Becky Gehman	51 & 52
lau	1	No		1		Audrey Taucher & Jay Mogila	53
ols	1	Yes	1			Martin Olson	54
fru	1	Yes	1			Americo Michael Frucci c/o Louis Patiemo	55
har	1	No		1		Steven Harkebus & Gerald McDonald	56
stan	1	No		1		Jane Barbara Stanich	57
kurt	0	No		0	1	Bradley Neil Kurtis	58
pilar	1	No		1		Darlene Solits & Maria del Pilar Suesscum	59
mathi	2	No		2		Daniel J. Mathias	61 & 62
lehner	2	No		2		Urban Lehner & Nancy Leonard	63 & 64
molen	0	No		0	1	Kenneth Molenda	65
ramge	0	No		0	1	Frederick Ramge	66
hamrick	0	Yes	2			Paul Hamrick	67, 68
orr	1	No		1		Leslie P. Orr	69
orr	2	Yes	1		1	Alexander & Eleanor Orr	70 & 71
moden	2	No		2		Walter McDaniel Jr.	72, 80
robb	0	Yes	1			John Robb	73
vorav	0	Yes	1			Rhonda W Craven	74
lam	0	Yes	1			Chris Lam	75
boswell	1	Yes	1			Douglas Boswell	76
higgs	0	Yes	1			Richard Higgs	77
sull	1	No		1		Jeanie Sullenger	78
modan	1	No		1		Walter McDaniel, Sr.	79
Cones	1	No		1		William & Brenda Cones	81
	82		41	30	10		
			41	30	10		
				71	81		
				88%			

Total "Yes"
% of Total 81

** includes 1 "no" vote cast at meeting, and no-shows at meeting or by proxy who did not cast votes

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04/02/2007 09:51:22 AM

Gregory L. Ely, Hardy County, WV
Transfer Tax: \$0.00