

66773

B. K. HAYNES CORPORATION
A Virginia Corporation
TO: DEED
BETTY S. REDDING

Mailed: 9-7-05
Betty S. Redding
171 Park Ridge Ct.
Front Royal, Va. 22630

BOOK 447 PAGE 324

THIS DEED, made and entered into this the 31st day of August, 2005, by and between B. K. HAYNES CORPORATION, a Virginia Corporation authorized to do business in the State of West Virginia, Grantor and Party of the First Part, and BETTY S. REDDING, Grantee and Party of the Second Part, whose mailing address is 171 Park Ridge Court, Front Royal, VA 22630.

Whereas, the Grantor and Party of the First Part obtained title to various tracts of real estate located in Bloomery District of Hampshire County, West Virginia, recently surveyed and demonstrated to contain an aggregate of 50.427 acres, more or less, which the Grantor obtained by deed from Edward Noble, et als, dated November 15, 2002, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 419, at Page 160; and

Whereas, all of the lots and parcels which were separately conveyed unto B. K. Haynes Corporation by the aforementioned deed of conveyance were merged into Lots 1-5 of WOLF KNOB by the plat of survey which was recorded on December 16, 2004, and which is of record in the aforesaid Clerk's Office in Map Book 10, Page 23; and

Whereas, to the extent that the part of the predecessor tracts had been part of the Stone Knob Subdivision, that subdivision is now defunct and was merged out of existence by the creation of WOLF KNOB, i.e. see Map Book 10, Page 23. Grantor declares it has the right to do so because it owns and possesses all of the lots in what was Stone Knob Subdivision, with the exception of Lot 46, and the owners of Lot 46 have agreed that Stone Knob Subdivision is defunct and have waived any right or claim to the protective covenants, easements, and appurtenances which were created for Stone Knob Subdivision, reserving only the right of ingress and egress to Lot 46, i.e., deed to Grantor from John and Mary Camp dated June 1, 2004, and recorded in Deed Book No. 439, Page 195; and

Whereas, the Grantor now creates WOLF KNOB, Lots 1 through 5, it being understood that all of the prior protective covenants, easements, rights of way, and appurtenances provided for in connection with Stone Knob Subdivision, including any

amendments thereto, are vitiated, set aside, annulled, and canceled, and that the only protective covenants which pertain to WOLF KNOB are those set forth in the Protective Covenants which are contained within the four corners of this instrument; and the only rights of ways and easements of way which pertain to WOLF KNOB are those described on the Plat of Survey of WOLF KNOB, see Plat Book 10, Page 23, and within the four corners of this deed of conveyance, or which may otherwise be published and of record in the indices of the public records at the Office of the Clerk of the County Commission of Hampshire County, West Virginia; and

Whereas, Grantor now desires to grant and convey Lot No. 2 of WOLF KNOB Subdivision unto the Grantee named herein in fee simple, but subject to the terms and conditions of this deed of conveyance.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the said B. K. HAYNES CORPORATION, a Virginia Corporation authorized to do business in the State of West Virginia, Grantor and Party of the First Part, does, by these presents, grant, sell and convey, in fee simple, with COVENANTS OF GENERAL WARRANTY, subject to certain general warranty limitations on certain parcels of real estate which were merged into and comprise a small part of Lots 3 and 4 of WOLF KNOB as set forth herein, unto BETTY S. REDDING, Grantee and Party of the Second Part, her heirs and assigns, all of the following described real estate, together with all rights, rights-of-way, improvements and appurtenances thereunto belonging:

All of that certain lot or parcel of real estate lying and being situate near Capon Bridge in Bloomery District, Hampshire County, West Virginia, known and being designated as **Lot 2 of WOLF KNOB, containing 9.733 acres, more or less**, according to a recent Plat of Survey titled "Plat of Survey of WOLF KNOB, Lots 1-5" prepared by Rickie C. Davy, Licensed Land Surveyor, WV No. 535, that is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 10, at Page 23.

The real estate herein conveyed is a small part of that tract of land conveyed unto B. K. Haynes Corporation, a Virginia Corporation, by deed from Edward E. Noble dated November 5, 2002, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 419, at Page 183.

WOLF KNOB Subdivision was created from an area containing a total of 50.427 acres, more or less, depicted on the aforementioned Plat of Survey of WOLF KNOB, and includes real estate depicted on the tax maps at the Hampshire County Assessor's Office described on Tax Map 35, Parcels 9.3, 9.4, 9.10, 56, 57, 58, 59, 60, 62, 63, 66, & 68 and part of parcel 9; also Tax Map 26, Parcel 65.

This conveyance is subject to all easements which are of record in the public records at the Office of the Clerk of the County Commission of Hampshire County, West Virginia, and all easements or matters which are referred to on the Plat of Survey of WOLF KNOB, or in any Note thereto or Legend thereto, all of which are incorporated herein by reference as if textually set forth in the body of this deed. Unless limited by the Plat of Survey or the underlying instruments referred to, each easement, note or other matter described on the aforementioned Plat of Survey runs with the land and binds the Grantees, their heirs and assigns.

RIGHTS OF WAY FOR INGRESS AND EGRESS

The owners of Lots 1, 2, 3, 4, and 5, their heirs, successors, and assigns, are hereby conveyed and shall have the right of ingress and egress with the Cold Stream Road using an ungated, not-to-be obstructed, nonexclusive thirty foot (30') right of way which intersects the Cold Stream Road at point 76 on the Plat of Survey of WOLF KNOB, thence crossing several lots in the Capon Bridge Resort Subdivision (See Note H on the Plat of Survey of WOLF KNOB) before entering onto Lot 2, then Lot 1, and re-entering upon Lot 2, thence crossing Lot 3 and Lot 4 of WOLF KNOB. This thirty foot (30') right of way has two prongs, and as the Plat of Survey of WOLF KNOB demonstrates, there is a connecting thirty foot (30') right of way over Lot 2 to Lot 1, and a connecting thirty foot (30') right of way over Lot 3 to Lot 5. The right of way is nonexclusive and is for the benefit of the present lot owners, and others mentioned in prior chain of title who have the

right to use said right of way. Specific reference is made to Notes H, I, J, and L of the Plat of Survey of WOLF KNOB.

The aforementioned right of way crosses several properties which are not a part of WOLF KNOB before entering the subdivision at the intersection of said private right of way with Lot 2 of WOLF KNOB, and said private right of way also runs past and adjoins certain tracts of real estate shown on the Plat of Survey of WOLF KNOB. Each of these has the right to use said private right of way to the extent necessary to obtain ingress and egress with the Cold Stream Road. The owners, their heirs and assigns, of WOLF KNOB who rely upon said private thirty foot (30') right of way for ingress and egress with the Cold Stream Road are required to cooperate with other users having the lawful right to use said private right of way and to agree to any necessary maintenance, repair, upgrades, and share in the cost of same according to the wear and tear and burden which is placed on said right of way. In the event that the parties are unable to agree on these matters, any owner having the right to use the right of way shall have such right to improve and maintain the road and allocate responsibility for said necessary improvements and maintenance as may be otherwise authorized by the laws of the State of West Virginia. In particular, see Notes H & I on the Plat of Survey of WOLF KNOB. Grantor specifically discloses that certain owners of Capon Bridge Resorts have the right to use the nonexclusive thirty foot (30') right of way to the extent that it is necessary or desirable for them to obtain ingress and egress with the Cold Stream Road.

SEPARATE PRIVATE, BUT NONEXCLUSIVE ACCESS
ALSO PROVIDED TO LOT 5

The owner of Lot 5, their heirs, successors and assigns, also have the nonexclusive, unobstructed, not-to-be-gated right of ingress and egress with Cold Stream Road from a separate location, as located by points 26 and 27 on the Plat of Survey of WOLF KNOB. See Note F and Note G on the Plat of Survey of WOLF KNOB. This right of way is a limited Right of Way for the benefit of only Lot 5 of WOLF KNOB and any other co-owners in chain of title who have the right to use said right of way for ingress and egress, i.e., see Notes F and G on the Plat of Survey of WOLF KNOB. This right of way does not benefit the Property Owners Association, and it shall not be required to assist in

maintaining same. To the extent that the private limited right of way crosses Lot 5, the owners of Lot 5 are required to cooperate with other users (i.e. see Notes F & G) having the lawful right to use said private right of way and agree to any necessary maintenance, repair, upgrades, and share in the cost of same according to the wear and tear and burden which is placed on said right of way. In the event that the parties are unable to agree on these matters, any owner having the right to use the right of way shall have such right to improve and maintain the road and allocate responsibility for said necessary improvements and maintenance as may be otherwise authorized by the laws of the State of West Virginia.

John and Mary Camp own a camping site located in the middle of Lot 3, and they have the nonexclusive right of ingress and egress with the Cold Stream Road over the thirty foot (30') right of way described in their deed of conveyance together with the right to use the camping site for camping and any other legal purpose. See Note I on the Plat of Survey of WOLF KNOB.

MINERAL RIGHTS

It is expressly understood that Lots 1, 2, 3, 4, and 5 were formed from fourteen (14) tracts of real estate (i.e., 0-1 through 0-14 – See Note A) containing in the aggregate 50.427 acres, more or less, which the Grantor obtained from Edward E. Noble, or an affiliated company or trust owned by Edward E. Noble. See Note A on the Plat of Survey of WOLF KNOB. **Upon information and belief, minerals were severed heretofore from all of said real estate except what was the historic 29.549 acre tract of real estate.** The 29.549 acre tract of real estate does, to the best knowledge and belief of the Grantor, convey with its mineral rights. The 29.549 acre tract was merged with other tracts (which do not have mineral rights) to form the following Lots: Lot 1, Lot 2, and Lot 3 of WOLF KNOB. Lot 5, containing 20.863 acres, more or less, was formed entirely from the 29.549 acre tract. See Note K on the Plat of Survey of WOLF KNOB.

LIMITATIONS ON COVENANTS OF GENERAL WARRANTY

The Grantor conveys Lots 1, 2, 3, 4, and 5 of WOLF KNOB with Covenants of General Warranty except as limited below. Lots 1, 2, 3, and 4 were created by merger of several existing tracts. See Note A on the Plat of Survey of WOLF KNOB. Certain of the smaller tracts which were merged into **Lots 2, 3, and 4** are comprised of small lots or

parcels which, although free of consensual and nonconsensual liens in the known chain of title, have noteworthy exceptions. Grantor is not aware of any dispute concerning the title to these tracts, nor is Grantor aware of any rights or claims asserted by third parties, but the Grantor does convey title to the small parcels which are identified below and which were merged into Tracts 2, 3, and 4 with Covenants of SPECIAL WARRANTY.

Parcel numbers below correspond to Parcel numbers depicted on Note A of the Plat of Survey of WOLF KNOB:

Parcel 01, A .505 acre tract located on Lot 2 of WOLF KNOB (title derived from EEN Investments, a Georgia Limited Partnership, no record of company in Hampshire County Land Records, but Edward E. Noble, a large land owner in Capon Bridge area is listed as principal). See Deed Book No. 419, at Page 160.

Parcel 04, A .505 acre tract located on Lot 4 of WOLF KNOB (title derived from Sheriff's sale). See Deed from Sharon Link, Clerk to Edward Noble dated April 2, 2002, and of record in Deed Book No. 413, at Page 30.

Parcel 07, A .505 acre tract located on Lot 4 of WOLF KNOB (title derived from installment sales contract). See Deed from Richard Baker and Marjorie Baker to Noble Inns dated May 5, 1989, recorded on May 15, 1989, and of record in Deed Book No. ____, at Page 481.

Parcel 09, A .505 acre tract located on Lot 3 of WOLF KNOB (title derived from putative survivor of survivorship deed - no estate settlement) Benjamin Thayer owned title jointly with Tonya A. Thayer. He reportedly died on June 29, 1996. By the survivorship clause of the deed, Tonya A. Thayer became the owner. See Deed Book No. 401, at Page 306. There is a certified death certificate of Benjamin Thayer attached to the deed.

PROTECTIVE COVENANTS -WOLF KNOB SUBDIVISION

The following Declaration shall be set forth verbatim in each deed of conveyance of WOLF KNOB, Lots 1-5 as shown on the Plat of Survey of WOLF KNOB, which is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Plat Book No. 10, Page 23, and/or incorporated by reference if not published verbatim:

DECLARATION

To maintain and protect property values within WOLF KNOB to provide for adequate light and air; to prevent congestion and undue crowding of land; to insure that this development is used primarily for residential, recreational, camping, vacationing, for the growing and harvesting of gardens and/or light farming; and to preserve the natural beauty of WOLF KNOB, the Grantor and Party of the First Part does now promulgate the following common protections for the common good of all owners.

The protective covenants and rights, rights-of-way, easements and limited easements set forth herein constitute the Grantor's declaration; and the protective covenants, rights, rights-of-way, easements, limited easements and other matters set forth in this deed of conveyance run with the land and are binding upon the Grantor, the Grantees, their successors, heirs and assigns. Furthermore, a verbatim written description of this Declaration shall be included in all deeds of WOLF KNOB.

This is a Planned Community pursuant to West Virginia Code 36B-1-101, et seq., but the Grantor claims an exemption from the West Virginia Uniform Common Interest Ownership Act pursuant to West Virginia Code 36B-1-203(2), as the Grantor now provides in this Declaration that the annual average common expense liability of all lots, exclusive of user fees and insurance paid for by the association, may not exceed Three Hundred Dollars (\$300.00) as adjusted pursuant to West Virginia Code 36B-1-114, a copy of which is attached hereto as Exhibit One.

BOARD OF DIRECTORS

The Grantor shall, after closing on the sale of at least four (4) separate tracts of real estate from WOLF KNOB, organize and appoint an initial Board of Directors consisting of owners of WOLF KNOB, to provide for road and common easement maintenance and enforcement of the protective covenants. The initial Board shall consist of not less than two (2) nor more than three (3) Board members, one of whom shall be the Grantor's nominee (and not necessarily an owner in WOLF KNOB). The initial board shall serve in that capacity until they call a first meeting of the Owners of WOLF KNOB, which should be no later than January 1, 2006. However, the appointed Board shall continue to act until the election is conducted and the new Directors installed. The Board of Directors shall act

by majority vote. The Board of Directors shall annually adopt a budget which shall be presented to the Owners at the Owners' annual meeting and adopted unless rejected by a majority of the Lot Owners in Wolf Knob who attend said meeting in person or by proxy. The Board of Directors may promulgate specimen proxies, and the Board, or a committee of owners designated by the Board of Directors, shall be the final arbiter in judging the validity of any proxy utilized at a meeting of the Lot Owners. Proxies may not be used at meetings of the Board of Directors, although meetings of the Board of Directors may be in person, by conference call, or video conference, as agreed upon by the Board. Without limiting the right of any individual property owner to enforce these Protective Covenants or any easement provided for herein, the Board may, at the request of the Owners Association, enforce the Protective Covenants set forth in this Declaration and assume any other duties authorized by the membership. If the Board of Directors takes action directed by the Property Owners Association, the Property Owners may voluntarily agree to make additional contributions to the Association over and above the maximum per annum assessment in order to perform additional duties not contemplated by the budget.

ANNUAL ASSESSMENT

The Board shall, at least annually, set the annual assessment to maintain the thirty foot (30') right of way which provides ingress and egress for all five lots. Said right of way is located near Edwards Run at its intersection with Cold Stream Road. The annual assessment shall not exceed Three Hundred Dollars (\$300.00) per annum, except as may be adjusted by West Virginia Code 36B-1-114, unless unanimously agreed to by all five Lot Owners of WOLF KNOB. The monies obtained from the assessment may be used for road right-of-way maintenance, the reasonable and necessary costs of maintaining the Association in good standing, and the cost of any liability insurance. Provided, a separate sum of money may be assessed and invoiced to each owner for liability insurance if that is the will of a majority of the Owners in Wolf Knob Property Owners Association.

GRANTOR/DECLARANT EXEMPT FROM ASSESSMENT

In consideration of Grantor's development of the Planned Community, the Grantor is exempt from paying the annual average common expense assessment, including the cost

of any insurance assessment on any farms or lots of WOLF KNOB that the Declarant/Grantor owns or may re-acquire.

ACTUAL WIDTH OF RIGHTS OF WAY CONVEYING WITH LOTS 1-5

Although the right of way easement conveyed with Lots 1, 2, 3, 4, and 5 calls for a thirty foot (30') easement, the actual traveled portion of the road will be considerably less than thirty feet (30') in width. The Grantor does not represent that it will install the road to any designated width. The Property Owners Association may elect to widen the thirty foot (30') right of way, in which case this cost may be paid from the treasury of the Property Owners Association, or as otherwise agreed to by foreign property owners who have shared the right of ingress and egress over said right of way.

Grantor has conveyed a separate right of way to Lot 5 from Cold Stream Road, which has varying widths depending upon the physical location (i.e. see notes F and G on Plat of Survey). The Owners of Lot 5 may elect to widen the private right of way if they desire to do so, acting alone or in concert with other owners who share the right of ingress and egress.

RULES AND REGULATIONS RESPECTING USE OF THE
THIRTY FOOT (30') RIGHT OF WAY –
RULES PERTAIN ONLY TO OWNERS OF WOLF KNOB SUBDIVISION

1. The thirty foot (30') right of way providing access to Lots 1, 2, 3, 4, and 5 is to be used for ingress and egress to an Owner's lot of real estate, nothing more. In fact, the right of way provided for ingress and egress may only be used to the extent and for the necessary distance required to obtain ingress and egress to the Owner's parcel of real estate.

2. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on private right of way under the following terms and conditions:

A. They must be equipped with noise abatement equipment.

B. They shall only use the subdivision roads as necessary to obtain ingress and egress with the public road. In other words, joy or pleasure riding the entire length of said right of way is prohibited. An Owner has the right to travel from the public road to the Owner's private driveway, no further, and then only to obtain ingress and egress with the public road.

C. Nothing is intended to prohibit the use of off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance on an Owner's property, but noise abatement requirements are still mandatory.

D. No Owner shall create a non-profit or for profit track on Lots 1, 2, 3, 4, or 5 for purposes of racing off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance. Off road motorcycles, dirt bikes or other all terrain vehicles, or similar motorized conveyance may be used on an Owner's Lot, but use thereof is limited to the Owner and the occupants of Owner's real estate. Racing is strictly prohibited.

E. Nothing is intended to prohibit the use of conventional motorcycles or four wheelers which are properly licensed and lawful to use on the public roads. Furthermore, these protective covenants are not intended to prohibit an Owner from using four wheelers on individual lots of WOLF KNOB.

OWNERS' ASSOCIATION TO BE CREATED and GENERAL
INFORMATION ABOUT ROAD RIGHTS-OF-WAY

After four (4) parcels of real estate have been sold and closed on, but not later than December 31, 2005, the appointed Board shall organize itself and prepare for an inaugural and Lot Owners meeting for the purpose of electing a Board of Directors, appointing officers, establishing a budget, and setting the annual property assessment. The Property Owners may transact such general business as may properly come before them in their capacity of Owners. At least thirty (30) days before each annual meeting of the Owners, the Board of Directors shall present a proposed budget with proposed annual assessment which shall be approved unless rejected by the Owners at the first regular meeting. Prior to the first meeting of the Owners, the Board shall also prepare and submit a set of Bylaws to regulate the internal affairs of the association, which shall also be deemed to be approved unless rejected by a majority of the Lot Owners, but which may be altered, amended, or re-adopted from time to time upon majority vote of the Owners. The Owners may authorize the Board of Directors to procure liability insurance for the Association, in which case, the Owners may also assess a special fee against each owner to cover the annual cost of said liability insurance policy. The Board of Directors' terms may expire at the same time or be staggered, as determined by the Owners, and the Board of Directors, once elected, shall

appoint its officers from the membership of the Board or the Association. The budget shall provide for maintenance of the primary right of way which services Lots 1, 2, 3, 4, and 5 of WOLF KNOB.

LIABILITY INSURANCE

The Board of Directors may, if requested by the membership, obtain liability insurance for the benefit of the Association, which includes liability protection from accidents or occurrences on any common easements or rights-of-way used, controlled and/or owned by WOLF KNOB. If liability insurance is obtained, a separate assessment for the reasonable cost of same may be collected annually or more often from each of the Owners.

VOTING AT THE OWNERS' ASSOCIATIONS MEETINGS

There shall be one vote for each Lot owned by an Owner. In the event a corporation, limited liability company, partnership, limited partnership, religious organization or other similar entity owns a lot, it shall be required to provide a certified resolution or minutes from a meeting designating its agent who is entitled to vote at the Owners' meetings. In the event that two or more persons jointly own a Lot, they shall designate in writing, signed by both of them in advance of the meeting, the identity of the person who is authorized to cast votes at the annual meeting. Any person who holds title to a lot in a fiduciary capacity for another may, after providing proof of the relationship, vote on behalf of that property. Any Owner may issue a proxy authorizing another person to vote in his/her/its stead at the annual meeting, but Board Members may not delegate responsibility and vote by proxy at meetings of the Board of Directors. Rules respecting internal operation of the Association shall be set forth in the by-laws. The Board of Directors may appoint a standing committee to determine sufficiency of proxies, sufficiency of corporate or other business resolutions; and other writings among co-lot owners which designate an individual to vote at a Property Owners Association Meeting.

RIGHT OF ENFORCEMENT OF DECLARATION
AND PROTECTIVE COVENANTS

The Grantor specifically grants and conveys unto any Owner, his/her/its heirs, successors and assigns, including the Owners' Association, its elected officers, or

successors and assigns, the right to enforce any protective covenant or easement set forth in the body of this deed of conveyance.

AMENDMENTS TO THE DECLARATION

The Declaration and Protective Covenants contained herein shall not be amended before July 1, 2010. Thereafter, the Declaration may be amended only by vote or written agreement of at least three (3) of the five (5) Lots within WOLF KNOB. The covenants may not be changed to eliminate or curtail right-of-way easements and utility easements provided for on the Plat of Survey. In order to give fair notice to an Owner of any proposed change to the Declaration, any Owner desiring to make a proposed change or amendment to the Declaration at a regular or special meeting called for that purpose must reduce it to writing using the exact wording that the Association will be requested to approve and mail it to each Owner at least fourteen (14) days in advance of the meeting where the amendment is to be considered. Alternately, the Board of Directors or any Owner may prepare a proposed amended Declaration and circulate it among the membership for execution by the Owners. Any such proposed Amended Declaration should be reviewed by a lawyer before dissemination to the membership to insure that it is in proper legal form for recording at the County Clerk's Office (if signed by the requisite number of Owners). If at least three (3) Owners affix their signatures to the proposed Amended Declaration, with duly notarized signatures, the Amended Declaration shall be presumptively adopted by informal action of the required number of Owners. However, before recording same, a true copy of the proposed amendment shall be mailed out to each of the five (5) Owners, and any one of them who dissents from the proposed Amendment, may, within thirty (30) days from the date that said proposed Amendment was mailed to him or her demand a special meeting of the Owners, in which case, a meeting shall be called by the President not later than thirty (30) days thereafter for the special purpose of hearing rebuttal argument from the dissenters. A vote shall be taken at the special meeting, after each Owner has a reasonable opportunity to be heard on the issue, and if at least three (3) Owners once again confirm the proposed amendment to the Declaration, it shall be recorded at the County Clerk's Office, together with an abbreviated copy of the minutes, signed by the President or Secretary, certifying that the special meeting called for herein was conducted and that the

required number of Owners still voted in the affirmative to amend the Declaration and therefore said Amendments shall become effective upon the recordation of the Amended Declaration at said Clerk's Office. In the event an Amended Declaration is adopted and recorded, the original Declaration shall still remain in force and effect except as amended by the Amended Declaration, unless the language of the Amendment clearly states that it supersedes and invalidates any previous Declaration. Any amendments to the Declaration, to be effective, must be recorded in the deed books at the Office of the Clerk of the County Commission of Hampshire County. To be recorded, any Amended Declaration which is signed by less than 100% of the Owners must be accompanied by a certification of minutes, signed by the President and/or Secretary, which demonstrates that the opportunity to be heard and notice required herein was afforded to all Owners. Each Owner assumes the duty and burden of notifying the Board of Directors of any change in status or address and shall bear the risk of failing to do.

RIGHTS OF STRANGERS TO USE RIGHTS OF WAY

It is expressly understood that these Protective Covenants and this Declaration may never be amended so as to curtail or eliminate the rights of any predecessor in title who has a legal right to use the private roads shown on the Plat of Survey of WOLF KNOB.

OTHER EASEMENTS RESERVED FOR THE BENEFIT OF THE OWNERS

Utility Easements. Utility easements have been reserved by Grantor's predecessors in title. Those utility easements are matters of public record, and the Owners of WOLF KNOB take title subject to any utility easements created in favor of or reserved for the benefit of third parties.

WATER & SEWER

The Grantor will not provide water or sewer for the properties. Each Owner has the duty to contact a certified septic tank installer and well driller to privately arrange for installation of these utilities at the Owner's separate expense.

ELECTRIC

Electric utility lines exist over, across and through certain parts of WOLF KNOB. See Plat of Survey of Wolf Knob. However, it is an Owner's responsibility to contact the utility provider and arrange for installation and delivery of electric service to his property.

The cost of delivering electric power to an Owner's property rests solely with the Owner.

OTHER MATTERS OF RECORD AFFECTING
USE AND ENJOYMENT OF THE OWNERS

Hampshire County Subdivision Control Ordinance

Hampshire County has adopted a Subdivision Ordinance which requires setbacks which are designated on the Plat of Survey. The Ordinance also requires permits be obtained from the Planning Commission before a tract is subdivided. The Owners of WOLF KNOB take title subject to this law and any other state, federal or local law which may affect the rights of an Owner to use and enjoy his/her/its lands.

PROTECTIVE COVENANTS

A. Further subdivision of all farms located within WOLF KNOB is prohibited unless authorized by the Hampshire County Planning Commission and unless all required permits and licenses are obtained from any and all county, state and federal agencies. Owner has the duty to inquire with any and all public regulatory agencies before further subdividing any parcel, and Owner assumes the risk and financial loss of failing to do so. The Department of Highways has issued a permit for each of the five (5) lots of WOLF KNOB. Any lot which is further subdivided would require a new entrance permit from the Department of Highways.

B. Further subdivision of Lot 5 of WOLF KNOB

1. Lot 5 may be further subdivided into as many as four (4) total lots if all of the requirements set forth in paragraph A., above, are satisfied.

2. Irrespective of whether or not it is further subdivided, Lot 5 is subject to the Protective Covenants.

3. Lot 5 is granted one (1) vote in the Property Owners Association, no more.

Upon the further subdivision of Lot 5, the Grantor/Declarant/Owner shall designate which of the successor Lots shall have the right to exercise the vote in the Property Owners Association. Special Note: The Lot so designated must obtain ingress and egress over the right of way which extends from Edwards Run across Capon Bridge Resorts and Wolf Knob Subdivision. Once made, that election shall be irrevocable and binding upon the Owner/Declarant/Grantor, his heirs, successors and assigns.

4. If Lot 5 is further subdivided, each successor lot shall utilize a lot designation which shows it is derived from Lot 5, i.e. Lot 5.1, 5.2, etc.).

5. At least one of the successor lots created shall have the duty to pay an annual assessment to the WOLF KNOB Property Owners Association. Provided further that each and every further subdivided lot which has the right to use the primary right of way across Wolf Knob Subdivision for ingress and egress must each pay a separate annual assessment to the Property Owners Association.

6. Any further subdivided Lot created from Lot 5, (including its successors and assigns in title forever), which adjoins Cold Stream Road and obtains its exclusive ingress and egress directly from Cold Stream Road (i.e. does not have the right to use the right of way system over Wolf Knob) is also subject to the following:

A. Said Lot(s) shall pay no assessment of any type to the Wolf Knob Property Owners Association.

B. Said Lot(s) shall not be a member of the Wolf Knob Property Owners Association.

C. Said Lot(s) shall have no vote in the Wolf Knob Property Owners Association.

D. Said Lot(s) is/are subject to all of the present protective covenants of Wolf Knob Subdivision set forth in the body of this deed of conveyance, all of same being binding upon said Lot Owners, their heirs, successors and assigns, and enforceable by the Wolf Knob Property Owners Association, or any member thereof, or any Lot owner deriving title from a further subdivided Lot of original Lot 5. Protective Covenants which may be adopted by vote of the Property Owners Association after the date of recordation of this deed of conveyance are not binding upon said Lot(s).

E. 6 A-D, above, pertain exclusively to further subdivided Lot(s) which are not a part of Wolf Knob Property Owners Association, i.e. only those further subdivided Lots from original Lot 5 which have not been granted the right to use the common right of way provided for Lots 1, 2, 3, 4, and original Lot 5 for ingress and egress with Cold Stream Road at the Edwards Run area..

7. If the Owner of Lot 5 elects to further subdivide it, it is anticipated that he will be required to obtain an upgraded entrance permit from Cold Stream Road (at Edwards Run). It is understood that he may assign the permit to the WOLF KNOB Property Owners Association, so long as he properly complies with all of the initial terms of the permit and completes all of the new construction therein required, after which the entrance shall be deemed to be owned and controlled by the WOLF KNOB Property Owners Association.

8. It is specifically understood that the private right of way located at Points 26 and 27 of the Plat of Survey is a limited common easement, and that the WOLF KNOB Property Owners Association has no control or right of control of same. In the event the Owner of Lot 5 obtains additional separate entrance permits from Cold Stream Road, i.e. between Points 29 and 27 on the Plat of Survey, those entrances shall belong to the Owner of Lot 5, and it is understood that WOLF KNOB has no control or right of control of same and no responsibility for same.

C. Lots 1, 2, 3, 4, and 5 are intended to be used as primary residences, second residences, and as small farming units. In addition, a lodge may be constructed to provide for the recreational use of the members of any organization. Home occupations may be conducted by the Owner provided that they do not create a burden on the rights-of-way, common easements, limited common easements, or otherwise constitute a nuisance to the Owners.

D. Gardens may be kept and maintained on any lot within WOLF KNOB. Light farming may be also conducted, which is defined to include raising of crops and hay and keeping and/or pasturing of a limited number of large exotic or domesticated animals (average weight of twenty-five (25) pounds or more when adult size is reached). However, not more than one head of livestock, including offspring, shall be kept or maintained for each three (3) acres of woodland owned, or if a Lot includes pasture land, one head of livestock may be kept and maintained for each acre of pasture land. Examples of large animals which fall within this restriction include but are not limited to: horses, sheep, goats, pigs, cattle, donkeys, and other similar animals whether domestic or exotic. Furthermore, no animal shall be kept or maintained in violation of any local, state or federal laws. All

animals kept or maintained on an Owner's lot shall be suitably confined by fence or other accessory which restrains the animals from trespassing on rights-of-way, common easements, limited common easements, and/or adjoiner's real estate. Each Owner has a duty to properly care for his animals, not violate any state laws in regard to their care, and if a question arises over an Owner's legal duty in regard to fencing, standards of care, and the like, he/she/it has a non-delegable duty to inquire with the State of West Virginia and/or other knowledgeable person regarding same. Any farm or domestic animals which are kept on a year round basis shall be housed in a barn or shelter which is designed to coordinate generally with the residence placed on the farm, and the barn or shelter must be regularly painted and maintained so that it does not detract from the value of the farms within WOLF KNOB.

E. Owners may keep or raise up to ten (10) poultry or similar avian creatures for their personal use as pets, or to collect eggs for personal household consumption; provided however, the placement, construction, erection or maintenance of poultry houses, hog shelters or lots on any lot is strictly prohibited.

F. The keeping or kenneling of stray, lost, or wounded animals or animals owned by third parties by any person, not for profit company, public body, or private corporation is prohibited. This shall not be construed to prohibit an Owner from keeping animals which belong to him; nor shall it be construed to prohibit the construction of a barn to house an owner's horses or an owner's livestock which do not exceed the maximum number allowed by this Declaration and which are placed on a lot pursuant to these protective covenants, nor shall it be construed to prohibit the construction of housing or pens to care for a determinate number of "small pets" belonging to an Owner and described below.

G. Any owner who desires to do so may keep or maintain a determinate number of domesticated small pets on his property. Examples of small pets include dogs or cats. No more than one small pet, including offspring, for each acre owned may be kept or maintained on any lot, provided further a maximum of no more than four dogs and four cats may be permanently kept or maintained on any lot. All small pets shall be tied or otherwise confined to the physical boundaries of each lot. Each Owner is expected to use reasonable care so that small pets maintained by an Owner do not trespass on another

Owner's property. West Virginia has strict laws which charge an owner or keeper of dogs with liability for damages inflicted by a dog regardless of the disposition of the animal.

Each pet owner has a non-delegable duty to inquire with the State of West Virginia or other knowledgeable person concerning his duty as a pet owner.

H. Not more than one single family residence and a guest home shall be erected on a lot. Before constructing a home or guest home, an Owner must first obtain all necessary local, state and federal agencies who are required to provide permits. GRANTOR DOES NOT WARRANT NOR REPRESENT that a lot will be suitable to allow construction of a residence and separate guest house. Owner assumes the risk of acting before he has obtained all necessary permits and licenses.

I. Mobile homes or double-wide trailers are prohibited. Provided however, that in order to accommodate the time period required to complete construction of a residence (not a guest house), an Owner who has obtained a building permit from the Hampshire County Planning Commission and/or any other applicable agency requiring a permit, may effective with the date that the building permit is issued, temporarily place a mobile home on his/her/its lot for a period not to exceed twelve (12) months therefrom in order to provide temporary living accommodations during construction. The trailer must be removed from the premises upon the occurrence of the earlier of the two events, i.e. passage of twelve (12) months from date of issuance of building permit or completion of the house, whichever occurs first.

J. The discharge of a firearm on any lot is allowed so long as it does not violate West Virginia State law. Provided however, West Virginia law makes it unlawful to discharge firearms in certain places where people are likely to gather and/or near dwelling houses and/or across certain types of roads. All lot owners have a continuing, non-delegable duty to inquire and ascertain what law regulates the discharge of firearms given the physical location of their lot within WOLF KNOB, vis a vis neighboring lots, houses, roads, easements, and the like, and to strictly comply with the law.

K. The creation, operation or maintenance of a shooting range on a non-profit or for profit basis is strictly prohibited. This is not intended to prohibit any Owner from

erecting targets for his personal use and target shooting on his property so long as he exercises due care and violates no state law.

L. No Owner shall allow or permit, either on a non-profit or for profit basis, paint ball or similar war type gaming on his/her property.

M. No Owner shall allow or permit to be maintained on his/her lot, either on a non-profit or for profit basis, a campground where its members, shareholders, co-owners, guests or invitees, are regularly invited to park campers on a daily basis throughout the summer season. This is not intended to prohibit a church, other religious group, or non-profit group from purchasing a farm, and from time to time, sponsoring camping outings for its members, nor is anything herein intended to prohibit the construction of a lodge on any twenty (20) acre tract and to use the lodge for the use of its members, shareholders and guests.

N. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks and stored raw materials must be kept from view of the public.

O. Unlicensed motor vehicles, unrepared vehicles, and/or motor vehicles maintained for parts or salvage, including so-called "junk" vehicles, shall not be kept or maintained on any lot within the subdivision.

P. An Owner may keep and maintain his own camper and/or recreational vehicle on any lot. However, it is the Owner's duty to maintain current registration and tags on any such vehicle. Any such camper or recreational vehicle which has been unlicensed for more than three (3) months shall be in violation of these covenants and is subject to removal the same as any junk vehicle.

Q. Each Owner is under a duty to keep his lot in a neat and attractive manner. All yards created and maintained in connection with any house constructed on a lot shall be regularly mowed. The mowing requirement shall not be interpreted to inhibit an Owner from farming his tract, but may be enforced, at the discretion of the Association, its Board of Directors, or any Owner, if the grounds have been neglected and the grass exceeds twenty four inches (24") in height because of Owner neglect, not because of any genuine plan to farm his land.

R. Reasonable cutting of wood or timber for personal use or for land clearing incidental to construction of a dwelling house or outbuilding is permitted; however, no cutting of wood for commercial purposes is allowed, i.e. timber may not be sold to a third party. Clear cutting of the tract is expressly prohibited. Provided further, that an Owner who desires to create pasture land for farm animals may, so long as he complies with all state and local laws, cut trees on a small tract of real estate up to one acre for the sole purpose of creating pasture.

S. The Grantor reserves for the benefit of Lots 1, 2, 3, 4, and 5 of WOLF KNOB an easement over, across, under, and through a strip of land twenty feet (20') in width running along the interior boundaries of each lot to create a utility easement as necessary to allow any utility company which desires to do so to provide and deliver water, electric, gas, or sewer to any of the Owners of Lots 1, 2, 3, 4, and 5. Any such construction shall be in the set back area provided for by the Hampshire County Subdivision Control Ordinance unless it is cost prohibitive to do so. Provided however, Grantor would state Lot 5 may be further subdivided in as many as four (4) lots (of not less than five acres each), and it is understood that the utility easement created and reserved by this paragraph shall, without the necessity of any further executed legal documents, be vacated from original Lot 5 upon the further subdivision of same and conform to the boundaries of any further subdivided lots from Lot 5. Any utilities installed on an Owner's property shall be the Owner's separate liability. Grantor does not intend to provide electric, sewer, water, or gas to any of the lots within WOLF KNOB subdivision.

T. These protective covenants are provided by the Grantor for the common protection of all lot owners, and they shall be deemed to be covenants running with the land and shall be binding upon the Grantees, their heirs and assigns.

Real estate taxes for tax year 2005 shall be prorated between the parties as of the day of closing, and the Grantee agrees to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2006, although same may still be assessed in the name of the Grantor or its predecessor in title.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, rights-of-way, easements and appurtenances thereunto belonging or in anyway

appertaining, unto the said BETTY S. REDDING, Grantee and Party of the Second Part, in fee simple.

DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantor does hereby certify that the total consideration paid for the property transferred by the document to which this declaration is appended is \$67,900.00.

WITNESS the following signature and seal.

B. K. HAYNES CORPORATION,
A Virginia Corporation Authorized
to do business in West Virginia

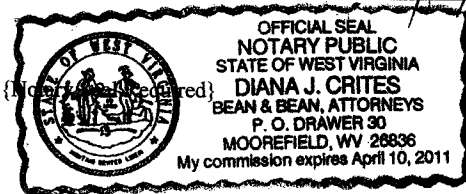
By: *B. K. Haynes*
Its President

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, to-wit:

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by B. K. Haynes, President of B. K. Haynes Corporation, a Virginia corporation authorized to do business in the State of West Virginia, on behalf of the corporation.

My commission expires 4/10/2011



Diana J. Crites
Notary Public

This deed was prepared by:

Oscar M. Bean, Attorney at Law
116 Washington Street, P.O. Drawer 30
Moorefield, West Virginia 26836
Phone: (304) 538-6198

D:\bkhaynes\reddingbetty.deed.wpd
File: 02-7157 DC

BEAN & BEAN
ATTORNEYS AT LAW
116 WASHINGTON STREET
MOOREFIELD, WEST VIRGINIA
26836

SHARON H LINK
HAMP SHIRE COUNTY 02-10-26 PM
Instrument No 76209
Recorded Date 09/01/2005
Document Type DEED
Book-Page 447-324
Rec/Add Fee 26.00 152.60
Transfer Tax 299.20

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 9/1/05 2:10 pm

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

Teste *Sharon H. Link* Clerk.