

Mailed: 5-19-10

FALCON WOOD CACAPON HEIGHTS SUBDIVISION
P.O. BOX 555
PAW PAW, WV 25434-0555

70853

BOOK 489 PAGE 583

AMENDED DECLARATION OF EASEMENTS AND RESTRICTIONS
FALCONWOOD / CACAPON HEIGHTS SUBDIVISION

WHEREAS, Falconwood / Cacapon Heights subdivision is subject to a Declaration of Easements and Restrictions, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 396, at page 534 dated the 12th of December, 1999; and,

WHEREAS, the property owners, in accordance with the aforesaid Declaration of Easements and Restrictions, voted at the regular annual meeting to amend and change the aforesaid Declaration of Easements and Restrictions of Falconwood / Cacapon Heights Subdivision. The minutes of the aforesaid meeting are attached hereto and made part hereof.

NOW THEREFORE WITNESSETH that the Declaration of Easements and Restrictions of Falconwood / Cacapon Heights Subdivision are Amended and shall hereafter be as follows:

All conveyances shall be made subject to the following easements and restrictive covenants, which easements and covenants are to run with the land:

1. Each OWNER of a lot, except lots numbered 8 through 16 shown on the "FALCONWOOD" / "CACAPON HEIGHTS" Subdivision Plat, (being those lots which front on Hampshire Route 29/1, also known as "PIN OAK ROAD"), shall have a easement over and upon the existing roadway running through "FALCONWOOD" / "CACAPON HEIGHTS" in the fifty (50) foot wide right of way provided therefore, depicted on the aforesaid Subdivision Plat of "FALCONWOOD" for ingress and egress to and from the lots fronting thereon and West Virginia Route 29, to be used in common with all such owners.

2. Any maintenance, repair and reconstruction of the aforesaid roadway shall be performed on a continuing basis, and each OWNER, (except as to Owners of lots numbered 8 through 16), shall contribute on an equal basis to the costs of such maintenance, repair and reconstruction, promptly upon receipt of an assessment therefore. Said roadway maintenance shall be \$ 55.00 annually, payable to an Owners Association, which shall account for any and all expenditures. Increases shall be determined by the elected officers of the aforesaid Owners Association in accordance with the established By-Laws.

2A. The DEVELOPERS reserve unto themselves, their successors and / or assigns, an easement or right of way over, under and through fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all sides and real lot boundary lines; as depicted on the aforesaid Plat of "FALCONWOOD" / "CACAPON HEIGHTS", for the purpose of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains.

3. Any lot in "FALCONWOOD" / "CACAPON HEIGHTS" Subdivision may be subdivided of one (1) time, so long as each half so subdivided is not less than two (2) acres in size.

4. Than no commercial or business of any type is permitted on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation or basement construction made a part of the real estate, are permitted. The foregoing restriction shall not apply to licensed recreational and camper vehicles. Further, any mobile home or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

4A. Notwithstanding paragraph 4, above, no house trailers will be allowed on any lot in "FALCONWOOD" / "CACAPON HEIGHTS" which fronts or borders on Falconwood Road or Mountaintop Road. This prohibition applies to all lots sold after June 30, 1983.

5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

6. No structure of any kind shall be built within twenty-five (25) feet of any side or rear property lines nor within twenty-five (25) feet of the property line fronting on the aforesaid roadway as depicted on the aforesaid Plat of "FALCONWOOD" / "CACAPON HEIGHTS".

7. No driveway leading from the aforesaid roadway servicing "FALCONWOOD" / "CACAPON HEIGHTS" may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a culvert with a minimum diameter of twelve (12) inches must be used in such fashion to insure adequate water flow along the road drainage ditches.

8. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber on the land herein conveyed and that only such timber may be cut as would be needed so as to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate.

10. These restrictions shall apply only to the lots as shown on the aforesaid Plat of "FALCONWOOD" / "CACAPON HEIGHTS" and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and / or charges and liens upon the land and any and every conveyance of any lot in "FALCONWOOD" / "CACAPON HEIGHTS" shall be absolutely subject to the provisions hereof whether or not it shall be expressed in the Deed, Lease or other conveyance thereof.

12. The restrictions provided for above shall insure to the benefit of and shall be enforceable by any ASSOCIATION formed and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns indefinitely. Thus this Declaration shall be, may not be amended in any respect except by the execution of an instrument approved by a majority of OWNERS of the lots in "FALCONWOOD" / "CACAPON HEIGHTS", which instrument shall be filed among the Land Records of Hampshire County.

WITNESS the following seals:

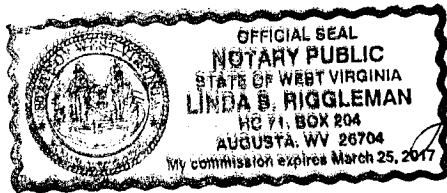
Gary L. Hartley
Gary L. Hartley, President

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO WIT:

I Linda S. Riggleman, a Notary Public, in and for the county and state aforesaid, do hereby certify that Gary Hartley, whose name is signed and affixed to the foregoing Amended Declaration of Easements dated the 11 day of May 2010, have this day acknowledged same before me in my said county and state

Given under my hand and Notarial Seal this 11 day of May 2010.



Linda S. Riggleman Notary Public

Notary Seal

Document prepared by Mr. Allison W. Burd

Sharon H. Link
HAMPSHIRE County 09:24:41 AM
Instrument No 124968
Date Recorded 05/14/2010
Document Type CER
Pages Recorded 3
Book-Page 489-583
Recording Fee \$5.00
Additional \$5.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 511410 9:24AM

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.

*Marked: Geary - Geary
P.O. Box 1566
Petersburg, WV*

10/20/82

35527

DECLARATION OF EASEMENTS AND RESTRICTIONS
FALCONWOOD SUBDIVISION

767

This conveyance shall be made subject to the following easements and restrictive covenants, which easements and covenants are to run with the land:

1. Each OWNER of a lot, except lots numbered 8 through 16 shown on the "FALCONWOOD" Subdivision Plat, (being those lots which front on Hampshire Route 29/1, also known as "Pin Oak Road"), shall have an easement over and upon the existing roadway running through "FALCONWOOD" in the fifty (50) foot wide right of way provided therefor, depicted on the aforesaid Subdivision Plat of "FALCONWOOD", for ingress and egress to and from the lots fronting thereon and West Virginia Route 29, to be used in common with all such Owners.

2. Any maintenance, repair and reconstruction of the aforesaid roadway shall be performed on a continuing basis, and each OWNER, (except as to Owners of lots numbered 8 through 16), shall contribute on an equal basis to the costs of such maintenance, repair and reconstruction, promptly upon receipt of an assessment therefor.

2A. The DEVELOPERS reserve unto themselves, their successors and/or assigns, an easement or right of way over, under and through a fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all side and rear lot boundary lines, as depicted on the aforesaid Plat of "FALCONWOOD", for the purpose of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains.

3. No lot shall be subdivided for sale, resale, gift, transfer or otherwise until (i) DEVELOPERS have conveyed title to all lots in "FALCONWOOD", and (ii) upon the affirmative vote of at least seventy-five percent (75%) of all Owners.

4. That no commercial or business of any type is permitted on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation or basement construction made a part of the real estate, are permitted. The foregoing restriction shall not apply

768
to licensed recreational and camper vehicles. Further, any mobile home or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

6. No structure of any kind shall be built within fifty (50) feet of any side or rear property line nor within fifty (50) feet of the property line fronting on the aforesaid roadway as depicted on the aforesaid Plat of "FALCONWOOD".

7. No driveway leading from the aforesaid roadway servicing "FALCONWOOD" may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a culvert with a minimum diameter of twelve (12) inches must be used in the fashion to insure adequate water flow along road drainage ditches.

8. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber on the land herein conveyed and that only such timber may be cut as would be needed so as to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate herein conveyed.

10. These Restrictions shall apply only to the lots as shown on the aforesaid Plat of "FALCONWOOD" and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any lot in "FALCONWOOD" shall be absolutely subject to the provisions hereof whether or not it shall be so expressed in the deed, lease or other conveyance thereof.

12. The restrictions provided for above shall inure to the benefit of and shall be enforceable by the DEVELOPERS, any ASSOCIATION formed and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns until the 31st day of December in the year 1999. Prior to December 31, 1999, this Declaration may not be amended in any respect except by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in "FALCONWOOD", which instrument shall be filed for recording among the Land Records of Hampshire County.

STATE OF WEST VIRGINIA,
 COUNTY OF GRANT, TO-WIT:

The undersigned, being duly sworn, says as follows: That the within Declaration of Easements and Restrictions shall by reference be incorporated in and made a part of all deeds executed by Landimer, Inc., Monterre, Inc. and Hinterland, Inc., their respective successors and assigns, for lots designated and situate within "FALCONWOOD" Subdivision; that same shall be and constitute covenants to run with said land.

LANDIMER, INC., a corporation

BY

James Paul Geary
 President

MONTERRE, INC., a corporation

BY

JR Ours Jr
 President

HINTERLAND, INC., a corporation

BY

Jack R Ours
 President

Taken, subscribed and sworn to before the undersigned authority, this the 30th day of August, 1982.

My commission expires July 13, 1986

Patricia A. Thorne
 NOTARY PUBLIC.

THIS INSTRUMENT WAS PREPARED BY GEARY AND GEARY, ATTORNEYS AT LAW,
 P. O. BOX 156, PETERSBURG, WEST VIRGINIA.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 13th day of October, 1982, at 10:29 A M., this Declaration of Restrictions was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Zeller
 County Commission, Hampshire County, W. Va.

408
Del: Royce B. Saville 9-21-83

36904

AMENDED DECLARATION OF EASEMENTS AND RESTRICTIONS
FALCONWOOD SUBDIVISION

217

WHEREAS, by Contract of Sale, dated the 21st day of November, 1982, L & L Corporation, a Virginia Corporation, agreed to purchase the remaining portion of that certain subdivision known as "Falconwood", situate in Bloomery District of Hampshire County, West Virginia, and which Sales Contract was satisfied by the delivery of a Deed from the then owners of Falconwood Subdivision to L & L Corporation, which Deed is dated the 4th day of May, 1983; and,

WHEREAS, at the time of the making of the Contract of Sale and at the time of the delivery of the Deed as aforesaid, Falconwood Subdivision was subject to a Declaration of Easements and Restrictions, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 258, at Page 767; and,

WHEREAS, the aforesaid Declaration of Easements and Restrictions provided that the Declaration may not be amended except by the execution of an instrument signed by the owners of at least sixty-five percent (65%) of the lots in "Falconwood", which instrument shall be filed among the land records of Hampshire County, West Virginia; and,

WHEREAS, the owners of Lot # 18 of Falconwood Subdivision, namely, Harwell C. Heishman and Barbara A. Heishman; the owners of Lot # 24 of Falconwood Subdivision, namely, Wyatt H. Poff and Viola P. Poff; the owners of Lot # 17 of Falconwood Subdivision, namely, James R. Daugherty and Linda S. Daugherty; the owners of Lot # 2 of Falconwood Subdivision, namely, William G. Smith and Gary A. Payne; the owners of Lot # 20 of Falconwood Subdivision, namely, Stewart Shoemaker and Virginia Hott; and L & L Corporation, a Virginia Corporation, by its duly authorized Officer, P. Owen

Lanier, II, President of said Corporation, being the owner of lots # 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 19, 22, 23, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 representing and constituting more than sixty-five percent (65%) of the lots in Falconwood Subdivision, entered into an agreement to amend and change the aforesaid Declaration of Easements and Restrictions of Falconwood Subdivision and appointed David Serfaty their Attorney in Fact, by delegating their special Power of Attorney, designated as "proxy". Also David Serfaty and Mary Serfaty, the equitable owners of Lot # 38 of Falconwood Subdivision also enter into this Amended Declaration of Easements and Restrictions in their own individual capacities by their "proxy" and in this regard, David Serfaty joins in the execution of this Amended Declaration of Easements and Restrictions of Falconwood Subdivision in his individual capacity in addition to his capacity as Attorney in Fact for the aforesaid lot owners, including his wife, Mary Serfaty. The aforesaid special Power of Attorney designating and agreeing to the Amended Declaration of Easements and Restrictions of Falconwood Subdivision contained herein, is attached hereto and made a part hereof as seven (7) separate "proxies."

NOW THEREFORE WITNESSETH that the Declaration of Easements and Restrictions of Falconwood Subdivision are Amended and shall hereafter be as follows:

All conveyances shall be made subject to the following easements and restrictive covenants, which easements and covenants are to run with the land:

1. Each OWNER of a lot, except numbered 8 through 16 shown on the "FALCONWOOD" Subdivision Plat, (being those lots which front on Hampshire Route 29/1, also known as "Pin Oak Road"), shall

have an easement over and upon the existing roadway running through "FALCONWOOD" in the fifty (50) foot wide right of way provided therefor, depicted on the aforesaid Subdivision Plat of "FALCONWOOD" for ingress and egress to and from the lots fronting thereon and West Virginia Route 29, to be used in common with all such OWNERS.

2. Any maintenance, repair and reconstruction of the aforesaid roadway shall be performed on a continuing basis, and each OWNER, (except as to Owners of lots numbered 8 through 16), shall contribute on an equal basis to the costs of such maintenance, repair and reconstruction, promptly upon receipt of an assessment therefor. Said roadway maintenance, however, shall not exceed \$35.00 annually, payable to an Owners Association, which shall account for any and all income and expenditures.

2A. The DEVELOPERS reserve unto themselves, their successors and/or assigns, an easement or right of way over, under and through fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all side and real lot boundary lines; as depicted on the aforesaid Plat of "FALCONWOOD", for the purpose of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains.

3. Any lot in "FALCONWOOD" Subdivision may be subdivided of record one (1) time, so long as each half so subdivided is not less than two (2) acres in size.

4. That no commercial or business of any type is permitted on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation or basement construction made a part of the real estate, are permitted, The foregoing restriction shall not apply to licensed recreational and camper vehicles. Further, any mobile home or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

4A. Notwithstanding paragraph 4, above, no house trailers will be allowed on any lot in Falconwood which fronts or borders on Falconwood Road or Mountaintop Road. This prohibition applies to all lots sold after June 30, 1983.

5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

6. No structure of any kind shall be built within twenty-five (25) feet of any side or rear property lines nor within twenty-five (25) feet of the property line fronting on the aforesaid roadway as depicted on the aforesaid Plat of "FALCONWOOD."

7. No driveway leading from the aforesaid roadway servicing "FALCONWOOD" may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a culvert with a minimum diameter of twelve (12) inches must be used in the fashion to insure adequate water flow along the road drainage ditches.

8. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber on the land herein conveyed and that only such timber may be cut as would be needed so as to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate herein conveyed.

10. These Restrictions shall apply only to the lots as shown on the aforesaid Plat of "FALCONWOOD" and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any lot in "FALCONWOOD" shall be absolutely subject to the provisions hereof whether or not it

shall be so expressed in the Deed, Lease or other conveyance thereof.

12. The restrictions provided for above shall inure to the benefit of and shall be enforceable by the DEVELOPERS, any ASSOCIATION formed and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns, until the 31st day of December, in the year 1999. Prior to December 31, 1999, this Declaration may not be amended in any respect except by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in "FALCONWOOD", which instrument shall be filed among the Land Records of Hampshire County.

WITNESS the following signatures and seals:

STATE OF FLORIDA,
COUNTY OF DADE, TO WIT:

The undersigned, being duly sworn, says as follows: That the within Amended Declaration of Easements and Restrictions shall be reference be incorporated in and made a part of all Deeds executed by L & L Corporation, a Virginia Corporation, their respective successors and assigns, for lots designated and situate within "FALCONWOOD" Subdivision; that the same shall be and constitute covenants to run with the land.

Harwell C. Heishman (SEAL)
HARWELL C. HEISHMAN,
by David Serfaty,
Attorney in Fact

Barbara A. Heishman (SEAL)
BARBARA A. HEISHMAN,
by David Serfaty,
Attorney in Fact

Wyatt H. Poff (SEAL)
WYATT H. POFF,
by David Serfaty,
Attorney in Fact

Viola P. Poff (SEAL)
VIOLA P. POFF,
by David Serfaty,
Attorney in Fact

James R. Daugherty (SEAL)
JAMES R. DAUGHERTY,
by David Serfaty,
Attorney in Fact

Linda S. Daugherty (SEAL)
LINDA S. DAUGHERTY,
by David Serfaty,
Attorney in Fact

William G. Smith (SEAL)
WILLIAM G. SMITH,
by David Serfaty,
Attorney in Fact

Gary A. Payne (SEAL)
GARY A. PAYNE,
by David Serfaty,
Attorney in Fact

mailed:

James Jordan 1-5-2000
P.O. Box 555
Paw Paw, WV

534

65403

AMENDED DECLARATION OF EASEMENTS AND RESTRICTIONS
FALCONWOOD SUBDIVISION

WHEREAS, by Contract of Sale, dated the 21st day of November, 1982, L & L Corporation, a Virginia Corporation, agreed to purchase the remaining portion of that certain subdivision known as "Falconwood", situated in Bloomery District of Hampshire County, West Virginia, and which Sales Contract was satisfied by the delivery of a Deed from the then owners of Falconwood Subdivision to L & L Corporation, which Deed is dated the 4th of May, 1983; and,

WHEREAS, at the time of the making of the Contract of Sale and at the time of the delivery of the Deed as aforesaid, Falconwood Subdivision was subject to a Declaration of Easements and Restrictions, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 258, at Page 767; and,

WHEREAS, the aforesaid Declaration of Easements and Restrictions provided that the Declaration may not be amended except by the execution of an instrument signed by the owners of at least sixty-five percent (65%) of the lots in "Falconwood", which instrument shall be filed among the land records of Hampshire County, West Virginia; and,

WHEREAS, the owners of Lot #18 of Falconwood Subdivision, namely, Harwell C. Heishman and Barbara A. Heishman; the owners of Lot # 24 of Falconwood Subdivision, namely Wyatt H. Poff and Viola P. Poff; the owners of Lot # 17 of Falconwood Subdivision, namely, James R. Daugherty and Linda S. Daugherty; the owners of Lot # 2 of Falconwood Subdivision, namely, William G. Smith and Gary A. Payne; the owners of Lot # 20 of Falconwood Subdivision, namely, Stewart Shoemaker and Virginia Hott; and L & L Corporation, a Virginia Corporation, by its duly authorized Officer, P. Owen

Lanier, II, President of said Corporation, being the owner of lots # 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 19, 22, 23, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 representing and constituting more than sixty-five percent (65%) of the lots in Falconwood Subdivision, entered into an agreement to amend and change the aforesaid Declaration of Easements and Restrictions of Falconwood Subdivision and appointed David Serfaty their Attorney in Fact, by delegating their special Power of Attorney, designated as "proxy". Also David Serfaty and Mary Serfaty, the equitable owners of Lot # 38 of Falconwood Subdivision also enter into this Amended Declaration of Easements and Restrictions in their own individual capacities by their "proxy" and in this regard, David Serfaty joins in the execution of this Amended Declaration of Easements and Restrictions of Falconwood Subdivision in his individual capacity in addition to his capacity as Attorney in Fact for the aforesaid lot owners, including his wife, Mary Serfaty. The aforesaid special Power of Attorney designating and agreeing to the Amended Declaration of Easements and Restrictions of Falconwood Subdivision contained herein, is attached hereto and made a part hereof as seven (7) separate "proxies."

NOW THEREFORE WITNESSETH that the Declaration of Easements and Restrictions of Falconwood Subdivision are Amended and shall hereafter be as follows:

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1. Each OWNER of a lot, except numbered 8 through 16 shown on the "FALCONWOOD" Subdivision Plat, (being those lots which front on Hampshire Route 29/1, also known as "Pin Oak Road"), shall

have an easement over and upon the existing roadway running through "FALCONWOOD" in the fifty (50) foot wide right of way provided therefor, depicted on the aforesaid Subdivision Plat of "FALCONWOOD" for ingress and egress to and from the lots fronting thereon and West Virginia Route 29, to be used in common with all such OWNERS

2. Any maintenance, repair and reconstruction of the aforesaid roadway shall be performed on a continuing basis, and each OWNER, (except as to Owners of lots numbered 8 through 16), shall contribute on an equal basis to the costs of such maintenance, repair and reconstruction, promptly upon receipt of an assessment therefor. Said roadway maintenance, however, shall not exceed \$35.00 annually, payable to an Owners Association, which shall account for any and all income and expenditures.

2A. The DEVELOPERS reserve unto themselves, their successors and/or assigns, an easement or right of way over, under and through fifteen (15) foot wide strip of land paralleling each side of the aforesaid roadway and paralleling all side and real lot boundary lines; as depicted on the aforesaid Plat of "FALCONWOOD", for the purpose of installing, erecting and maintaining telephone, TV cable and electric poles, lines, wires and associated equipment, as well as conduits and pipes for sewer, gas, water and storm drains.

3. Any lot in "FALCONWOOD" Subdivision may be subdivided of record one (1) time, so long as each half so subdivided is not less than two (2) acres in size.

4. That no commercial or business of any type is permitted on any lot; that residential structures of a permanent nature, including mobile homes and double wides which are by foundation or basement construction made a part of the real estate, are permitted, The foregoing restriction shall not apply to licensed recreational and camper vehicles. Further, any mobile home or double wides must be maintained in excellent condition and appearance. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on any lot.

4A. Notwithstanding paragraph 4, above, no house trailers will be allowed on any lot in Falconwood which fronts or borders on Falconwood Road or Mountaintop Road. This prohibition applies to all lots sold after June 30, 1983.

5. Sewerage and waste systems constructed on any lot shall conform to all applicable regulations of Hampshire County and the State of West Virginia.

6. No structure of any kind shall be built within twenty-five (25) feet of any side or rear property lines nor within twenty-five (25) feet of the property line fronting on the aforesaid roadway as depicted on the aforesaid Plat of "FALCONWOOD."

7. No driveway leading from the aforesaid roadway servicing "FALCONWOOD" may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a culvert with a minimum diameter of twelve (12) inches must be used in the fashion to insure adequate water flow along the road drainage ditches.

8. The determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9. That the OWNER of any lot, his heirs and assigns, may not market commercially the timber on the land herein conveyed and that only such timber may be cut as would be needed so as to permit the OWNER, his heirs and assigns, to enjoy the full use and benefit of the real estate herein conveyed.

10. These Restrictions shall apply only to the lots as shown on the aforesaid Plat of "FALCONWOOD" and shall not be binding on or have any application whatsoever to any other property of the DEVELOPERS, their successors and assigns.

11. All the provisions set forth herein shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any lot in "FALCONWOOD" shall be absolutely subject to the provisions hereof whether or not it

shall be so expressed in the Deed, Lease or other conveyance thereof.

12. The restrictions provided for above shall inure to the benefit of and shall be enforceable by the DEVELOPERS, any ASSOCIATION formed and the OWNER of any lot, their respective personal representatives, heirs, successors and assigns, until the 31st day of December, in the year 1999. At the September 19, 1999 annual meeting it was decided to continue with this Declaration indefinitely. Thus this Declaration shall be may not be amended in any respect except by the execution of an instrument signed by the OWNERS of at least sixty-five percent (65%) of the lots in "FALCONWOOD", which instrument shall be filed among the Land Records of Hampshire County.

WITNESS the following signature and seals:

James Jordan (SEAL)
James Jordan
President

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Tracy Ordorff, a Notary Public, in and for the county and state of aforesaid, do hereby certify that James Jordan, whose name is signed and affixed to foregoing Amended Declaration of Easements dated the 29th day of December 1999, have this day acknowledged same before me in my said county and state.

Given under my hand and Notarial Seal this 29th day of December 1999.

Notary Seal
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TRACY L. ORDORFF
HC 78 BOX 99C
AUGUSTA, WV 26704
Tracy Ordorff Notary Public
Document prepared by Royce B. Saville; amended by Frank J. Simon

E COUNTY COMM.
CIVIL RIGHTS & RES CLERK 03
Date/Time: 12/29/1999 12:14
Inst #: 19055
Book/Page: 396- / 534
Recd/Tax: 3.50

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 29th day of December, 1999, at 12:14 A M.,
this Declaration of Easement was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest: *Sharon H. Link* Clerk
County Commission, Hampshire County, W. VA. AEM