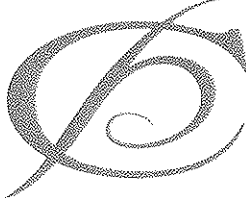


**FIRST AMENDED AND RESTATED
MASTER DECLARATION OF THE COMMON INTEREST
COMMUNITY**

KNOWN AS

C H A R L E S  P O I N T E[®]

A WEST VIRGINIA MASTER PLANNED COMMON INTEREST COMMUNITY

**PURSUANT TO THE PROVISIONS OF THE WEST VIRGINIA UNIFORM COMMON
INTEREST OWNERSHIP ACT, WEST VIRGINIA CODE § 36B-1-101 et. seq.**



TABLE OF CONTENTS

ARTICLE I

| | |
|---|---|
| SUBMISSION; DEFINED TERMS | 5 |
| Section 1.1 Declarant; Property; County; Name..... | 5 |
| Section 1.2 Easements and Licenses..... | 5 |
| Section 1.3 Overview Outline..... | 6 |
| Section 1.4 Maximum Number of Units..... | 6 |
| Section 1.5 Defined Terms | 7 |

ARTICLE II

| | |
|---|----|
| ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES | 13 |
| Section 2.1 Creation of Sub Common Interest Communities..... | 13 |
| Section 2.2 Unit Boundaries | 14 |

ARTICLE III

| | |
|---|----|
| ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS | 14 |
| Section 3.1 Common Elements..... | 15 |
| Section 3.2 Binding Obligation..... | 15 |
| Section 3.3 Ownership of Common Elements Prior to Association..... | 15 |
| Section 3.4 Providing of Land as a Common Element..... | 15 |
| Section 3.5 Storm Drains and Storm Water Management Basins | 15 |
| Section 3.6 Limited Common Elements | 16 |
| Section 3.7 Use of Sidewalk And Street Limited Common Elements..... | 16 |
| Section 3.8 Surface Parking Spaces; Other Areas | 16 |
| Section 3.9 Changes by Executive Board | 16 |

ARTICLE IV

| | |
|--|----|
| MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES..... | 16 |
| Section 4.1 Maintenance Responsibilities | 16 |
| Section 4.2 Master Association Maintains Common Elements..... | 17 |
| Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions | 17 |

ARTICLE V

| | |
|---|----|
| EASEMENTS | 17 |
| Section 5.1 Additional Easements | 17 |



ARTICLE VI

| | |
|--|----|
| COMPLETION OF COMMON ELEMENTS..... | 20 |
| Section 6.1 Time for Completion..... | 20 |
| Section 6.2 Bonding of Common Elements..... | 20 |

ARTICLE VII

| | |
|--|----|
| AMENDMENT OF DECLARATION | 20 |
| Section 7.1 Amendment Generally | 20 |
| Section 7.2 Technical Corrections | 21 |
| Section 7.3 Rights of Secured Lenders | 22 |

ARTICLE VIII

| | |
|---|----|
| USE RESTRICTIONS | 22 |
| Section 8.1 Use and Occupancy of Units and Common Elements | 22 |
| Section 8.2 Charles Pointe Imagery | 23 |
| Section 8.3 Prohibited Uses and Nuisances | 23 |
| Section 8.4 Survival of Article VIII..... | 24 |
| Section 8.5 Prohibition | 24 |

ARTICLE IX

| | |
|--------------|----|
| LEASING..... | 24 |
|--------------|----|

ARTICLE X

| | |
|---|----|
| BUDGETS, COMMON EXPENSES, ASSESSMENTS, AND ENFORCEMENT | 24 |
| Section 10.1 Definition of Common Expenses..... | 24 |
| Section 10.2 Apportionment of Common Expenses..... | 26 |
| Section 10.3 Quarterly Payments..... | 26 |
| Section 10.4 Subordination of Certain Charges..... | 26 |
| Section 10.5 Assignment of Income Rights..... | 26 |
| Section 10.6 Special Allocation of Expenses | 26 |
| Section 10.7 Commencement of Common Expense Assessments | 26 |
| Section 10.8 Personal Liability of Unit Owners | 27 |
| Section 10.9 No Waiver of Liability for Common Expenses | 27 |
| Section 10.10 Acceleration of Common Expense Assessments | 27 |
| Section 10.11 Lien | 27 |
| Section 10.12 Association Records..... | 28 |
| Section 10.13 Statements of Unpaid Assessments | 29 |



ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES29
 Section 11.1 Reports and Notices29

ARTICLE XII

EXECUTIVE BOARD; DECLARANT’S RIGHTS; SPECIAL DECLARANT
RIGHTS AND DEVELOPMENT RIGHTS.....30
 Section 12.1 Overview.....30
 Section 12.2 Control30
 Section 12.3 Declarant Rights.....31
 Section 12.4 Development Rights.....31
 Section 12.5 Special Governance Provisions.....31

1

ARTICLE XIII

LIMITATION OF LIABILITY32
 Section 13.1 Standard of Conduct32
 Section 13.2 Good Faith Reliance32
 Section 13.3 Limited Liability33
 Section 13.4 Rules and Regulations.....33
 Section 13.5 Indemnification33
 Section 13.6 Directors and Officers Insurance34

ARTICLE XIV

OPTION TO WITHDRAW REAL ESTATE.....34
 Section 14.1 Declarant’s Option to Withdraw Withdrawable Real Estate34

ARTICLE XV

CONVERTIBLE REAL ESTATE.....34
 Section 15.1 General Provisions34
 Section 15.2 Assurances35

ARTICLE XVI

INSURANCE.....35
 Section 16.1 Insurance to be Carried by Master Association35



**FIRST AMENDED AND RESTATED
DECLARATION
FOR
CHARLES POINTE**

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1 Declarant; Property; County; Name; Purpose:

Genesis Partners, Limited Partnership, a West Virginia limited partnership, Ann's Run Limited Liability Company, a West Virginia limited liability company, Julia C. Compton Trust 2003, HLC, L.P., a West Virginia limited partnership, SVR One, LLC, a West Virginia limited liability company, Julia C. Compton, James A. Corton, and Jennifer C. Corton, having their principal offices located at 1509 Johnson Avenue, Bridgeport, West Virginia, hereinafter collectively known as "Declarant", owners of the real estate located in or near the City of Bridgeport, Harrison County, West Virginia, a perimeter description of which is designated as Exhibit "A" attached hereto, hereby submit the real estate described in Exhibit "A", including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property"), to the provisions of the West Virginia Uniform Common Interest Ownership Act, West Virginia Code § 36B-1-101 et. seq., to be called hereafter the "Act", to be known as "Charles Pointe."

The purpose of this First Amended and Restated Master Declaration Of The Common Interest Community Known As Charles Pointe, hereafter referred to as the "Master Declaration", is to include the administration and regulation of condominiums at Charles Pointe. This First Amended and Restated Master Declaration Of The Common Interest Community Known As Charles Pointe amends and restates the Master Declaration Of The Common Interest Community Known as Charles Pointe of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1382, page 636.

Section 1.2 Easements and Licenses.

The real estate as set forth in Exhibit "A" consists of approximately one thousand five hundred fifteen (1,515) acres derived from a number of current deeds. In Exhibit "B" attached hereto is a full listing of the current items affecting title. The Declarant, as the real estate is converted to become part of either the Master Common Interest Community or any Sub Common Interest Community, shall cause the specific items to be noted on the Plats and Plans to the extent feasible for that land conversion.



Section 1.3 Overview Outline.

This Master Common Interest Community, named Charles Pointe, is designed to be a multi-use development which when fully developed shall consist of:

- A. Residential units that are single family residences, condominiums for use as single family residential units, and multi-family structures for use as single family residences.
- B. Non-Residential units which may consist of retail, commercial and business centers which may house a variety of enterprises such as shopping, theatres, office buildings, hotels, restaurants and golf facilities.
- C. Recreational units which may consist of golf facilities and certain other common elements that may be run by the Master Association.

The Declarant will create this Master Common Interest Community to retain a common administration of Common Elements in the Master Common Interest Community. The Declarant also reserves the right to create and will create a Sub Common Interest Community or Communities to more fully address the governing of those elements, facilities, terms, conditions and uses, which are similar to the Units in those Sub Common Interest Community or Communities. The Declarant may create a condominium or condominiums and may assign any such condominium to a Sub Common Interest Community to be designated by the Declarant. As Declarant creates a Sub Common Interest Community or Communities, Plats and Plans, as hereinafter defined, for each Sub Common Interest Community will be prepared and recorded in the office of the Clerk of the County Commission of Harrison County, West Virginia, depicting such Sub Common Interest Community. Likewise, Plats and Plans for each condominium and a building and Unit plan for each building in a condominium created by Declarant and assigned to a Sub Common Interest Community will be prepared and recorded in said Clerk's office.

The Declarant will create the additional Sub Common Interest Community or Communities as the overall development progresses. It is the intent of the Declarant that all Common Elements be used by all the Units of this Master Common Interest Community, or its Sub Common Interest Community or Communities, shall be retained by the Master Common Interest Community and shall be administered by the terms and conditions of this Master Common Interest Community Declaration and the By-Laws created pursuant thereto.

Section 1.4 Maximum Number of Units

The maximum number of Units created by category shall be as follows:

- | | |
|--------------------|--------------|
| 1. Residential | <u>2,321</u> |
| 2. Non-Residential | <u>2,535</u> |



Section 1.5 Defined Terms

These terms shall apply to this Master Common Interest Community and any Sub Common Interest Community or Communities created by the Declarant.

1.5.1 *"Act"* means the West Virginia Uniform Common Interest Ownership Act, West Virginia Code § 36B-1-101 et. seq., as amended.

1.5.2 *"Affiliate of a Declarant"* means any person who controls, is controlled by, or is under common control with a Declarant. A person "controls" a Declarant if the person:

- i. is a general partner, officer, director or employer of the Declarant;
- ii. directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the Declarant;
- iii. controls in any manner the election of a majority of the directors of the Declarant; or
- iv. has contributed more than twenty percent (20%) of the capital of the Declarant. A person "is controlled by" the Declarant if the Declarant:

- i. is a general partner, officer, director or employer of the person;
- ii. directly or indirectly or acting in concert with one or more other persons; or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the person;
- iii. controls in any manner the election of a majority of the directors of the person; or
- iv. has contributed more than twenty percent (20%) of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.5.3 *"Allocated Interests"* means the following interests allocated to each Unit:

- i. in a condominium, the undivided interest in the common elements, the common expense liability, and votes in the association;
- ii. in a cooperative, the common expense liability and the ownership interest and votes in the association; and
- iii. in a planned community, the common expense liability and votes in the association.

1.5.4 *"Association"* or *"Unit Owners' Association"* means the Unit Owners' Association organized under Section 101, Article 3 of the Act.



1.5.5 **"Common Elements"** means:

- i. in a condominium or cooperative, all portions of the common interest community other than the units if the common interest community is comprised exclusively of condominiums or cooperatives and, if the condominiums or cooperatives comprise only a part of the common interest community, then all parts of the real estate designated for condominiums or cooperatives other than the Units; and
- ii. in a common interest community, any real estate within a common interest community owned or leased by the association, other than a unit.

Note: There may be "Common Elements" in this Master Declaration and there may be "Limited Common Elements" in any Sub Common Interest Community Declaration.

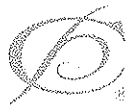
1.5.6 **"Common Expenses"** means expenditures made by, or financial liabilities of, the association, together with any allocations to reserves, and those expenses defined as Common Expenses in Section 10.1 of this Master Declaration.

1.5.7 **"Common Expense Liability"** means the liability for common expenses allocated to each unit pursuant to Section 107, Article 2 of the Act.

1.5.8 **"Common Interest Community"** means real estate with respect to which a person, by virtue of his ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in a declaration; provided, that any resort owner which, prior to the effective date as set forth in Section 103, Article 1 of the Act, began the development of a resort and imposed fees or assessments upon owners of real estate in the resort for maintenance and care of the roads, streets, alleys, sidewalks, parks, common areas and common elements in and around the resort, for fire and police protection and for such other services as may be made available to owners of real estate, may also impose the same fees and assessments to be used for the same or similar purposes upon persons purchasing real estate in the resort after the effective date as set forth in Section 103, Article 1 of the Act, without creating a common interest community.

"Ownership of a unit" does not include holding a leasehold interest of less than twenty years in a unit, including renewal options.

1.5.9 **"Condominium"** means a common interest community or a designated part of a common interest community in which portions of the real estate are designated for separate ownership and the remainder of the real estate is designated for common ownership solely by the owners of those portions. A common interest community or a designated part of a common interest community is not a condominium unless an undivided interest in the common elements is vested in the unit owner.



- 1.5.10 **"Conversion Building"** means a building that at any time before creation of the common interest community was occupied wholly or partially by persons other than purchasers and persons who occupy with the consent of purchasers.
- 1.5.11 **"Cooperative"** means a common interest community in which the real estate is owned by an association, each of whose members is entitled by virtue of his ownership interest in the association to exclusive possession of a Unit.
- 1.5.12 **"Dealer"** means a person in the business of selling units for his own account.
- 1.5.13 **"Declarant"** means any person or group of persons acting in concert who:
- i. as part of a common promotional plan, offers to dispose of his or its interest in a unit not previously disposed of; or
 - ii. reserves or succeeds to any special declarant rights.
- 1.5.14 **"Declaration"** means any instruments, however denominated, that create a common interest community, including any amendments to those instruments.
- 1.5.15 **"Development Rights"** means any right or combination of rights reserved by a declarant in the declaration to:
- i. add real estate to a common interest community;
 - ii. create units, common elements or limited common elements within a common interest community;
 - iii. subdivide units or convert units into common elements; or
 - iv. withdraw real estate from a common interest community.
- 1.5.16 **"Dispose"** or **"Disposition"** means a voluntary transfer to a purchaser of any legal or equitable interest in a unit, but the term does not include the transfer or release of a security interest.
- 1.5.17 **"Executive Board"** means the body, regardless of name, designated in any declaration to act on behalf of the association, whether it is the master association or any sub association.
- 1.5.18 **"Identifying Number"** means a symbol or address that identifies only one unit in a common interest community.
- 1.5.19 **"Leasehold Common Interest Community"** means a common interest community in which all or a portion of the real estate is subject to a lease, the expiration or termination of which will terminate the common interest community or reduce its size.
- 1.5.20 **"Limited Common Element"** means a portion of the common elements allocated by



the declaration or by operation of subdivision (2) or (4), Section 102, Article 2 of the Act for the exclusive use of one or more but fewer than all of the units.

- 1.5.21 **"Master Association"** means an organization described in Section 120, Article 2 of the Act, whether or not it is also an association described in Section 101, Article 3 of the Act.
- 1.5.22 **"Mortgage"** means deed of trust, or other document which creates a security interest in real estate, including those documents enumerated in Paragraph 1.5.34.
- 1.5.23 **"Non-Residential Unit"** means a unit which shall not be used for the purposes set forth in Paragraph 1.5.31.
- 1.5.24 **"Offering"** means any advertisement, inducement, solicitation or attempt to encourage any person to acquire any interest in a unit, other than as security for an obligation. An advertisement in a newspaper or other periodical of general circulation, or in any broadcast medium to the general public, of a common interest community not located in this state, is not an offering if the advertisement states that an offering may be made only in compliance with the law of the jurisdiction in which the common interest community is located.
- 1.5.25 **"Person"** means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity. In the case of a trust, the corpus of which is real estate, however, "person" means the beneficiary of the trust rather than the trust or the trustee.
- 1.5.26 **"Plats and Plans"** means a survey or general schematic map of the entire common interest community which shows the location and dimensions of all real estate not subject to development rights or subject only to the development right to withdraw or convert and the location and dimensions of all existing improvements within that real estate; a legally sufficient description of any real estate subject to development rights labeled to identify the right applicable to each parcel; and all other requirements of Section 109, Article 2 of the Act.
- 1.5.27 **"Planned Community"** means a common interest community that is not a condominium or a cooperative. A condominium or cooperative may be part of a common interest community.
- 1.5.28 **"Proprietary Lease"** means an agreement with the association pursuant to which a member is entitled to exclusive possession of a unit in a cooperative.
- 1.5.29 **"Purchaser"** means a person, other than a declarant or a dealer, who by means of a voluntary transfer acquires a legal or equitable interest in a unit other than:



- i. a leasehold interest (including renewal options) of less than twenty (20) years; or
- ii. as security for an obligation.

1.5.30 **"Real Estate"** means any leasehold or other estate or interest in, over, or under land, including structures, fixtures and other improvements and interest that by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

1.5.31 **"Residential Purposes"** means use for dwelling or recreational purposes, or both.

1.5.32 **"Resort"** means a destination location which consists of:

- i. one or more persons offering recreational facilities and services such as skiing, golf, tennis or boating to the general public and commercial facilities such as retail stores, restaurants and hotels or other lodging accommodations; and
- ii. at least one hundred residential units, a majority of which are used as vacation or second homes rather than primary residences.

1.5.33 **"Resort Owner"** means any person owning or operating substantially all of the recreational facilities located within a resort, or the predecessor in title of any such person.

1.5.34 **"Security Interest"** means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.5.35 **"Special Declarant Rights"** means rights reserved for the benefit of a declarant to:

- i. complete improvements indicated on plats and plans filed with the declaration (Section 109, Article 2 of the Act) or, in a cooperative, to complete improvements described in the public offering statement pursuant to Section 103(a)(2), Article 4 of the Act;
- ii. exercise any development right (Section 110, Article 2 of the Act);
- iii. maintain sales offices, management offices, signs advertising the common interest community, and models (Section 115, Article 2 of the Act);
- iv. use easements through the common elements and limited common elements for the purpose of making improvements within the common interest community or within real estate which may be added to the



- common interest community (Section 116, Article 2 of the Act);
- v. make the common interest community subject to a master association (Section 120, Article 2 of the Act);
 - vi. merge or consolidate a common interest community with another common interest community of the same form of ownership (Section 121, Article 2 of the Act); or
 - vii. appoint or remove any officer of the association or any master association or any executive board member during any period of declarant control (Section 103(d), Article 3 of the Act).
- 1.5.36 **"Time Share"** means a right to occupy a unit or any of several units during five or more separated time periods over a period of at least five years, including renewal options, whether or not coupled with an estate or interest in a common interest community or a specified portion thereof.
- 1.5.37 **"Unit"** means a physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 105(a)(5), Article 2 of the Act. If a unit in a cooperative is owned by a unit owner or is sold, conveyed, voluntarily or involuntarily encumbered or otherwise transferred by a unit owner, the interest in that unit which is owned, sold, conveyed, encumbered, or otherwise transferred is the right to possession of that unit under a proprietary lease, coupled with the allocated interests of that unit, and the association's interest in that unit is not thereby affected.
- 1.5.38 **"Unit Owner"** means a declarant or other person who owns a unit, or a lessee of a unit in a leasehold common interest community whose lease expires simultaneously with any lease, the expiration or termination of which will remove the unit from the common interest community, but does not include a person having an interest in a unit solely as security for an obligation. In a condominium or common interest community, the declarant is the owner of any unit created by the declaration. In a cooperative, the declarant is treated as the owner of any unit to which allocated interests have been allocated (Section 107, Article 2 of the Act) until that unit has been conveyed to another person.
- 1.5.39 **"Writing"** means any handwritten or typed document that may be communicated, sent and/or delivered in person, by regular mail, by overnight mail, by facsimile, or by authenticated on-line electronic transmission.



ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE
LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Creation of Sub Common Interest Community or Communities, Allocation of
Percentage Interests, Votes and Common Expense Liabilities; Unit Identification and Boundaries.

The Declarant may, from time to time, create a Sub Common Interest Community or Communities, which shall operate according to the terms and conditions of this Master Declaration, as well as the terms and conditions of any created Sub Common Interest Community or Communities Declaration.

- 2.1.1 Attached hereto as Exhibit "C" is a portion of the premises identified in Exhibit "A", which shall become part of a Sub Common Interest Community to be known as "The Multi-Family Homes At Charles Pointe." The Declarant may from time to time add additional tracts of land to become part of this Sub Common Interest Community to be held according to the terms and conditions of its own Declaration and By-Laws, provided said terms and conditions now, subsequent or added by amendment are not inconsistent or conflict with the terms and conditions of this Master Declaration or its By-Laws. The determination of whether said terms and conditions are inconsistent or in conflict with the terms and conditions of this Master Declaration and its By-Laws shall be solely determined by the Executive Board of the Master Common Interest Community and their decision shall be final.
- 2.1.2 Attached hereto as Exhibit "D" is a portion of the premises identified in Exhibit "A", which shall become part of a Sub Common Interest Community to be known as "The Commerce District At Charles Pointe." The Declarant may from time to time add additional tracts of land to become part of this Sub Common Interest Community to be held according to the terms and conditions of its own Declaration and By-Laws, provided said terms and conditions now, subsequent or added by amendment are not inconsistent or conflict with the terms and conditions of this Master Declaration or its By-Laws. The determination of whether said terms and conditions are inconsistent or in conflict with the terms and conditions of this Master Declaration or its By-Laws shall be solely determined by the Executive Board of the Master Common Interest Community and their decision shall be final.
- 2.1.3 The Declarant has not yet designated any land to become a part of the Master Common Interest Community, which, however, will change as the Declarant develops additional parts of the property set forth in Exhibit "A."
- 2.1.4 The Percentage Interest used to determine the Common Expense Liabilities of any Sub Common Interest Community to the Master Common Interest Community shall be determined by creating a fraction, the numerator of which shall be the total surface area within the boundary lines of any one particular Sub Common Interest Community, and the denominator of which is the total of all the surface area within



the boundary lines of all the Sub Common Interest Communities.

- 2.1.5 Each Unit of any Sub Common Interest Community that is residential in nature shall have the number of votes in that Sub Association equal to one vote per Unit.

Each Unit of any Sub Common Interest Community that is non-residential in nature shall have the number of votes in that Sub Association as set forth in the Sub Association Declaration.

- 2.1.6 The share of Common Expense Liability to the Master Association by any Sub Association shall be in proportion to its Percentage Interest set forth in Paragraph 2.1.4 herein.

Section 2.2 Unit Boundaries.

- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans in this Master Declaration or any Sub Declaration created hereunder.
- 2.2.2 Each Unit in the Master Common Interest Community or a Sub Common Interest Community is depicted on the Plats and Plans attached to this Master Declaration or any Sub Declaration created hereunder.

ARTICLE III
**ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS**

Section 3.1 Common Elements.

Declarant has indicated or will indicate on the Plats and Plans the areas of the real estate designated on Exhibit "A" that are to be used as Common Elements. Upon completion of the Common Elements by Declarant the same, except for those Common Elements located within that part or parts of the real estate designated on Exhibit "A" as a condominium or condominiums, will be conveyed in its entirety to the Master Association by the Declarant or a successor to the interest of the Declarant by the date of conveyance of the last Unit the Declarant reserves the right to include in the Master Common Interest Community. Subject to the exception for those Common Elements located within that part or parts of the real estate designated on Exhibit "A" as a condominium or condominiums, Declarant may at their sole option and discretion convey the Common Elements at any time prior to the last date as aforesaid. Without limiting the generality of Paragraph 1.5.5 hereof, the following portions of the Property are hereby designated as Common Elements:

- 3.1.1 Community park or parks now designated or hereafter created.



- 3.1.2 Community center or centers now designated or any additional centers created in the future.
- 3.1.3 Signage areas now or hereinafter designated on the Plats and Plans.
- 3.1.4 Storm water management system for the entire Property now or hereinafter designated on the Plats and Plans.
- 3.1.5 Walking trails as designated on the Plats and Plans
- 3.1.6 Any other items as delineated now or hereinafter on the Plats and Plans.

Section 3.2 Binding Obligation.

The obligation of the Declarant to convey or lease to the Association the Common Elements shall be binding on the Declarant and any successor in interest of the Declarant, whether or not the successor succeeds to any Special Declarant Rights. The conveyance of the Common Elements will be for no consideration other than the Association's acceptance of the conveyance.

Section 3.3 Ownership of Common Elements Prior to Association.

Subject to the ownership by the Owner of a Unit in a condominium in the Common Elements located within that part of the real estate designated on Exhibit "A" as a condominium or condominiums, Declarant will own the Common Elements prior to the conveyance to the Association.

Section 3.4 Providing of Land as a Common Element.

Declarant intends to provide land, as well as structures thereon, as a Common Element, which will be designated on the Plats and Plans. Upon its completion, which shall be by the date of conveyance by the Declarant of the last Unit in all Sub Common Interest Community or Communities, the same, defined and known as Common Element, shall be conveyed to the Association, except as provided in Section 3.1 above. Declarant may, at their sole discretion, convey the Common Elements at any time prior to the date of conveyance of the last Unit in all Sub Common Interest Community or Communities.

Section 3.5 Storm Drains and Storm Water Management Basins.

Declarant, in the course of developing the Master Common Interest Community, will be installing storm drains and storm water management basins as shown on the Plats and Plans. Upon the completion of the storm water management basins and the storm drains, which shall be by the date of conveyance by the Declarant of the last Unit in all the Sub Common Interest Community or Communities, the same, defined and known as Common Elements, shall be conveyed to the Master Association or to any Sub Association which Association by



its Declaration is under an obligation to maintain said Common Elements.

Section 3.6 Limited Common Elements.

Those portions of the Common Elements serving fewer than all Units within any Sub Common Interest Community or Communities are Limited Common Elements allocated only to the Unit or Units which they serve in that Sub Common Interest Community or Communities. The designation of Limited Common Elements shall be in the Declaration of the Sub Common Interest Community or Communities and shown on the Plats and Plans of that Sub Common Interest Community or Communities.

Section 3.7 Use of Sidewalk and Street Limited Common Elements.

All Unit Owners of all the Sub Common Interest Community or Communities, their families, guests and invitees, shall have a non-exclusive easement for pedestrian or vehicular traffic uses over and upon all sidewalks and streets in this Master Common Interest Community or any Sub Common Interest Community or Communities created herein. This easement shall not apply to any Limited Common Elements that are designed as ingress and egress on Limited Common Elements to be used only by the Unit(s) that it serves, their families, guests and invitees.

Section 3.8 Surface Parking Spaces; Other Areas.

The Declarant reserves the right to designate any number of the surface parking spaces, all as shall be shown on the Plats and Plans in this Master Declaration or any Sub Declaration, as Limited Common Elements serving those Units located within an adjacent building.

Section 3.9 Changes by Executive Board.

Subject to any limitation herein, the Executive Board may make any additions, alterations, or improvements to the Common Elements, which in its judgment it deems necessary.

ARTICLE IV
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1 Maintenance Responsibilities.

The Units in any Sub Common Interest Community or Communities, including all improvements constructed thereon, shall be maintained and repaired by each Unit Owner, pursuant to the provisions of the Sub Common Interest Community or Communities Declaration(s). The Common Elements, as defined in this Master Declaration, together with all improvements constructed thereon, shall be maintained and repaired by the Master Association in accordance with the provisions of Section 102 (a)(6), Article 3 of the Act, except as expressly set forth to the contrary in this Master Declaration or the By-Laws. The



Limited Common Elements as defined in this Master Declaration, and the Common Elements as defined in any Sub Common Interest Community Declaration, together with all improvements constructed thereon, shall be maintained and repaired by the Sub Common Interest Community or Communities' Association in accordance with the provisions of Section 107, Article 3 of the Act, except as expressly set forth to the contrary in the Sub Common Interest Community or Communities' Declaration(s) or By-Laws.

Section 4.2 Master Association Maintains Common Elements.

The Master Association shall maintain, repair and replace all of the Common Elements, as defined in this Master Declaration, so that the same are in good order and repair and in an attractive condition consistent with a residential and commercial community, and in connection therewith, the Master Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Common Elements in a safe, sightly, and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water, and ice from private streets, re-paving and surfacing the curbs, walks, utilities, and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements by the Master Association includes the payment of all utility charges applicable to the Common Elements.

Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Common Elements for the purpose of correcting any condition threatening the Common Elements, and for the purpose of performing installations, alterations, or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment; and for other proper purposes. If damage is inflicted on the Common Elements or Limited Common Elements by any Unit Owner, the Unit Owner is responsible for the damage or the Master Association, if it is responsible, is liable for the prompt repair of the damage.

ARTICLE V
EASEMENTS

Section 5.1 Additional Easements.

In addition to and in supplementation of the easements provided for by Section 116, Article 2 of the Act, the following are hereby created:

5.1.1 Common Elements.

Declarant reserves the right to place one or more models, management offices, and sales offices on any portion of the Common Elements in such manner, of such size,



and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices, and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Upon the relocation of a model or office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any further fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Master Association.

5.1.2 Signs.

Subject to any limitation in this Master Declaration, Declarant may maintain signs in the Declarant's Units for the Common Elements advertising Units in the Common Interest Community owned by the Declarant for sale or lease.

5.1.3 Units.

Declarant shall have the right to locate, relocate, and maintain offices and models used only in connection with management of or sale or rental of Units owned by the Declarant in the Common Interest Community, in the Declarant's Unit or Units in the Common Interest Community notwithstanding the fact that this Master Declaration would otherwise preclude use of the Units for such purposes, but subject to all other provisions in the Master Declaration, including without limitation, modification, or elimination of the Declarant's rights under this subsection by specific reference thereto.

5.1.4 Utility Easements.

The real estate described in Exhibit "A" shall be and is hereby made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. It is the Declarant's intent to convey to a third party, in which Declarant may own part of or all of an easement for the purpose of allowing that third party to construct the infrastructure to provide all utilities, except water and sewer services, which services shall be provided by the City of Bridgeport. The easements created in this Paragraph 5.1.4 shall include, without limitation, rights of Declarant, the aforementioned third party, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes, and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wire, conduits, and equipment, and ducts and vents over, under, through, along, and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Paragraph 5.1.4, unless approved in writing by the Unit Owner or Unit Owners



affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupant.

5.1.5 Reciprocal Non-Exclusive Easement for Use of Utility Systems.

Subject to compliance with applicable laws and regulations, and subject to obtaining the prior written consent of the Executive Board, which consent will not be unreasonably withheld, delayed, or conditioned, the Common Elements and the Limited Common Elements of any Sub Common Interest Community or Communities shall be and are hereby made subject to a permanent, mutual, reciprocal, non-exclusive easement and right to tie into (and maintain and repair such tie in) and use the sanitary and storm sewers, water lines, and other utilities as may be constructed on the Common Elements and Limited Common Elements of any Sub Common Interest Community or Communities for the mutual and reciprocal benefit of the Units, provided that such use shall not overburden such utilities or unreasonably interfere with the use thereof by the owners and occupants of other Units. The Master Association shall have the right to dedicate any utilities to a public utility or other proper entity.

5.1.6 Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over, and under those portions of the Common Elements or Limited Common Elements of any Sub Common Interest Community or Communities not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Paragraph 5.1.6 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, direct or redirect the flow of ground water, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

5.1.7 Easement for Construction and Maintenance of Building.

In connection with work performed within Unit title lines, incidental encroachments upon the Common Elements or Limited Common Elements of any Sub Common Interest Community or Communities as a result of the use of ladders, scaffolding, barricades, and similar equipment resulting in temporary obstruction of portions of the Common Elements or Limited Common Elements of any Sub Common Interest Community or Communities shall be permitted as long as the encroachments caused by such construction, maintenance, or repair work are reasonable and work is being diligently pursued. The Common Elements or Limited Common Elements of any Sub Common Interest Community or Communities may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and personnel and



for temporary storage of materials and vehicles being used in connection with the construction, repair, maintenance, and rebuilding of buildings and related improvements, subject to all of the other terms of this Master Declaration.

5.1.8 Easement for Use of Recreational Area.

Each Unit Owner of any Sub Common Interest Community or Communities is hereby granted non-exclusive perpetual right and easement access to and enjoyment in common with others of the amenities and recreational facilities.

ARTICLE VI
COMPLETION OF COMMON ELEMENTS

Section 6.1 Time for Completion.

Improvements to Common Elements will be completed at the discretion of the Declarant, but in no event will the Common Elements be completed later than the day of conveyance or lease by the Declarant of the last Unit, which the Declarant reserves the right to include in the Master Common Interest Community or the date of the expiration of the rights under Section 103(d), Article 3 of the Act.

Section 6.2 Bonding of Common Elements.

Declarant is not providing any third party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Elements and the only guarantee of completion is Declarant's own guarantee.

ARTICLE VII
AMENDMENT OF DECLARATION

Section 7.1 Amendment Generally.

7.1.1 Master Declaration.

This Master Declaration, except in cases of amendments that may be executed by the Declarant under Section 109(f), Article 2 or Section 110, Article 2 of the Act, or by the Association under Section 107, Article 1, Section 106(d), Article 2, Section 108(c), Article 2, Section 112(a), Article 2, or Section 113, Article 2 of the Act, or by Unit Owners under Section 108(b), Article 2, Section 112(a), Article 2, Section 113(b), Article 2 or Section 118(b), Article 2 of the Act, and except as limited by Section 118(d), Article 2, the Declaration, including any Plats and Plans, may be amended only by vote or agreement of sixty seven percent (67%) of the Unit Owners of each Sub Association.



7.1.2 Validity.

No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.

7.1.3 Recordation of Amendments.

Every amendment to this Master Declaration must be recorded in every county in which any portion of the common interest community is located and is effective only upon recordation. An amendment, except an amendment pursuant to Section 112(a), Article 2 of the Act, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

7.1.4 Limitations.

Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the allocated interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

7.1.5 Compliance With The Act.

Amendments to this Master Declaration required by Chapter 2 of the Act to be recorded by the Master Association must be prepared, executed, recorded, and certified on behalf of the Master Association by any officer of the Master Association designated for that purpose or, in the absence of designation, by the president of the Master Association.

Section 7.2 Technical Corrections.

If any amendment to this Master Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of this Master Declaration, including Plats and Plans, that is defective, missing, or inconsistent with any other provision of this Master Declaration or the Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on Units in a Common Interest Community or Planned Unit Development "PUD" project, such as, but not limited to, Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of liens on the Common Interest Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the laws of the State of West



Virginia.

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers and consolidations, dedication of Common Areas and amendment of this Master Declaration may require prior approval of HUD/VA as long as the Declarant exercises Special Declarant Rights; provided, however, that the Special Declarant Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant. Special Declarant Rights which entitle it to unilaterally convert Convertible Real Estate, add Additional Real Estate and withdraw Withdrawable Real Estate, cause mergers and consolidations and appoint or remove the Executive Board, extend from the date of the first conveyance of a Unit to a person other than the Declarant; provided however, that the Special Declarant Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units and Common Elements.

The occupancy and use of the Units, Common Elements and Limited Common Elements, shall be subject to the following general restrictions. Each Sub Common Interest Community will have its own use restrictions. Notwithstanding the aforesaid statement and absent consent of the Declarant, no Unit shall be used for video lottery, gaming, off-track betting or any other gambling activity, other than the sale of paper lottery tickets as regulated by the West Virginia Lottery Commission.

Adult entertainment, including but not limited to adult book stores, video sales or rentals, adult films, nude dancing, semi-nude dancing or any other comparable activity shall be prohibited. Notwithstanding the foregoing, the showing of R-rated films shall not be prohibited in the appropriate venue as determined by Declarant.

8.1.1 Architectural Standards.

A. Approval.

No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking, building additions, alterations, screen enclosures, sewer, storm drain, disposal system, decorative building, landscaping, landscape device or object or other improvement shall be commenced, erected, placed or maintained upon the Property, nor shall any addition, change or alteration therein or thereof be made, nor any subdivision plotting or replotting, grant of easement or right-of-way, of the



Property be made unless and until the plans, specifications and location of the same have been submitted to and approved by the Declarant, Genesis Partners, Limited Partnership. At such time as that Declarant either loses control of the Master Association or relinquishes control of the review process, such approval shall be by an Architectural Review Board, the "ARB," which shall be established by the Executive Board of this Master Association.

B. Scope/Approval.

1. The administration of the architectural review and approval process as provided herein shall be for the Master Association as well as all Sub Associations created herein.
2. The Declarant or the ARB shall have the absolute right to refuse to grant approval for any submitted plan provided, however, that upon such time as the ARB is created and has assumed the authority to approve submissions, it shall do so only after having developed guidelines which are approved by the Executive Board of the Master Association.

C. The Declarant and the ARB reserve the right to establish a fee schedule to offset the cost of the review and approval process provided that the schedule has been published prior to the submission of the plans for review and, in the case of the ARB, has been approved by the Executive Board of the Master Association.

D. Notwithstanding the above, if the Declarant or the ARB have not disapproved, in writing, of the plan submitted within thirty (30) days, if the plans are for residential construction, and within sixty (60) days for all other plans, such plans shall be deemed approved. In the case of the ARB, any disapproval must list the reasons for disapproval which reasons are limited to a failure to follow the published guidelines.

8.2 Charles Pointe Imagery

The imagery of Charles Pointe, its mark, design and logo, are registered with the United States Patent and Trademark Office (Reg. No. 2,720,876, Reg. No. 2,773,133, and Reg. No. 2,723,646). Any approved use of the mark, design and logo must comply with the ARB guidelines for use of the mark, logo and design. Prior written approval by the ARB is required to use the Charles Pointe mark, design and logo for any purpose.

Section 8.3 Prohibited Uses and Nuisances.

8.3.1 Itemization. The itemization of the Prohibited Uses and Nuisances shall be



delineated and set forth in the Sub Common Interest Community or Communities Declaration(s), which uses may be amended pursuant to the Sub Common Interest Community or Communities Declaration(s), provided said amendments do not contradict or be in conflict with any terms of this Master Declaration. The decision of whether such use restrictions contradict or are in conflict with this Master Declaration shall be that of the Executive Board of the Master Association created herein, whose decision shall be final.

Section 8.4 Survival of Article VIII.

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Common Interest Community. It is the intent of the Declarant that the use restrictions shall run with the land.

Section 8.5 Prohibition.

The provisions of Article VIII are not amendable at any time without the express written consent of the Declarant.

ARTICLE IX
LEASING

The provisions of this Article shall be set forth in the Sub Common Interest Community or Communities' Declaration(s), provided, however, at no time shall a Unit which is a residential Unit be leased or subleased to more than two (2) unrelated parties. All residential leases or subleases must be approved by the Executive Board of the Sub Association. All non-residential leases must be approved by the Executive Board of the Master Association. The determination as to whether a lease is residential or non-residential shall be determined by the Executive Board of the Master Association whose determination shall be final and binding.

ARTICLE X
BUDGETS, COMMON EXPENSES, ASSESSMENTS, AND ENFORCEMENT

Section 10.1 Definition of Common Expenses.

Common Expenses shall include:

10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements and/or Limited Common Elements;

10.1.2 Expenses declared to be Common Expenses by the Common Interest Community documents or the Act;



10.1.3 Expenses agreed upon as Common Expenses by the Master Association; and

10.1.4 Expenses for the purpose of reimbursing the Declarant or third party entity responsible for providing the utility infrastructure (except water and sewer) as set forth in Paragraph 5.1.4 herein. These fees shall be known as the capital cost recovery and maintenance fee (hereinafter "CCR Fee").

A. The fees shall be as follows:

1. Residential Users. Each separate residence, including each Unit in a condominium, shall be assessed a CCR Fee of \$5.00 per month.
2. Nonresidential Users. Each separate nonresidential user or separate business entity shall be assessed a base CCR Fee of \$5.00 per month. In addition to the base CCR Fee, each nonresidential user or separate business entity shall be assessed an additional \$1.00 per month, per 1000 square feet of Owners Allowable Building Floor Area, "ABFA," in excess of 5,000 square feet, rounded upwards to the next thousand. By way of example, a user with 5,020 square feet would be assessed a monthly CCR Fee of \$6.00 and a user with 50,000 square feet would be assessed a monthly CCR Fee of \$50.00.
3. The CCR Fees may be adjusted upwards, at the option of the Declarant, in a sum equivalent to like increases in the consumer price index (hereinafter "CPI"). The CPI utilized for this purpose shall be the data published at the end of each calendar year, and the Declarant may increase said fees each year after the CPI is published for the preceding year. The fees shall be adjusted once a year.

B. The fees shall commence upon conveyance of a portion of the Property to any Unit Owner from a Declarant.

C. The Master Association will monthly remit these fees to the Declarant or third party entity as instructed from time to time by the Declarant.

10.1.5 Reserves may be established by the Master Association, whether held in trust or by the Master Association, for repair, replacement or addition to the Common Elements or to any real or personal property acquired or held by the Master Association.

10.1.6 In addition to the above, Declarant or a third party designee may develop utilities, other than sewer and water, and offer them for use by the Unit Owners of Charles Pointe. In that case Declarant, or its third party designee, shall be entitled to (1) charge any Sub Association to be billed as a Common Expense, a recurring use fee for services to be used by all Unit Owners which shall be designed as "base services"



and (2) charge any Unit Owner directly for individually selected services which shall be designated as "elective services".

Section 10.2 Apportionment of Common Expenses.

All Common Expenses shall be paid by the Master Common Interest Community and assessed to the Sub Common Interest Community or Communities, who shall then reassess the expenses of the Sub Common Interest Community or Communities to the Units therein in accordance with their respective Percentage Interests as previously defined in this Master Declaration except for the CCR Fees which shall be assessed as set forth in Paragraph 10.1.4.

Section 10.3 Quarterly Payments.

All Common Expense assessments made in order to meet the requirements of the Master Association's annual budget shall be assessed on a calendar year basis, and paid by the Sub Common Interest Community or Communities Association(s) in quarterly payments, which payments shall be due and payable to the Master Association commencing March 15 and every quarter thereafter. Special assessments shall be due and payable as set forth by the Master Association.

Section 10.4 Subordination of Certain Charges.

Any fees, charges, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 116, Article 3 of the Act, shall be subordinate to the lien of a permitted Mortgage on a Unit, provided the Mortgage is a first Security Interest and was recorded prior to the date on which the assessment sought to be enforced became delinquent.

Section 10.5 Assignment of Income Rights.

The Master Association may assign rights to future income, including payments made on account of assessments for Common Expenses to secure any loan obtained by the Master Association for repairs, replacements, or capital improvements to the Common Elements.

Section 10.6 Special Allocation of Expenses.

If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Master Association may assess that expense exclusively against that Unit.

Section 10.7 Commencement of Common Expense Assessments.

Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (hereinafter the "First Settlement").



Section 10.8 Personal Liability of Unit Owners.

Notwithstanding that the assessment for a Common Expense is assessed to and paid by the Sub Common Interest Community or Communities' Association(s), the Owner of a Unit in the Sub Common Interest Community or Communities, at the time a Common Expense assessment or portion thereof is due and payable, is personally liable for his or her pro-rata share of that assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 10.9 No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.10 Acceleration of Common Expense Assessments.

In the event of default for a period of ten (10) days by any Sub Common Interest Community or Communities Association in the payment of any Common Expense assessment levied against the Sub Common Interest Community, the Executive Board of the Master Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen (15%) percent of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen (15%) percent of the total due and payable shall be assessed.

Section 10.11 Lien.

10.11.1 The Master Association has a statutory lien on any Unit of a Sub Common Interest Community or Communities for any assessment or fine levied against the Sub Common Interest Community or Communities, provided the Association complies with Section 116(h), Article 3 of the Act. The amount of the levy shall be the pro-rata share of the individual Unit to the total fine or assessment levied against the Sub Common Interest Community or Communities. Fees, including attorney's fees, late charges, penalty fines, and interest charged pursuant to the Act and the Sub and Master Common Interest Community or the Sub Common Interest Community or Communities' Documents are enforceable as assessments under this Section. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

10.11.2 As to any purchasers for value of a Unit, a lien to be perfected must be recorded pursuant to Section 116(h), Article 3 of the Act.

10.11.3 Any lien for delinquent Common Expense assessments or other charges that the



Master Association has on a Unit will be subordinate to a first Mortgage on the Unit, if the Mortgage was recorded before the due date of the assessment, or the due date of the unpaid installment, if the assessment is payable in installments.

- 10.11.4 If a holder of a first Mortgage on a Unit forecloses that Mortgage, any purchaser at the foreclosure sale, which is the secured party of the foreclosure, shall not be liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that Mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners of the Sub Common Interest Community, including the purchaser.
- 10.11.5 The Master Association's lien may be foreclosed in any manner provided in the Act or by the laws of the State of West Virginia, now existing or hereafter adopted.
- 10.11.6 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Master Association from taking a deed in lieu of foreclosure.
- 10.11.7 A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- 10.11.8 In connection with the collection of any assessment and fees, including attorney's fees, late charges, fines and interest, the Master Association shall have all the powers, rights and privileges and legal remedies provided by this Declaration, the Act and by the laws of the State of West Virginia in and about collection and enforcement of the assessments.
- 10.11.9 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the lien for unpaid assessments shall be extended until the automatic stay of proceedings under Section 362, or succeeding Sections, if amended, of the Bankruptcy Code is lifted.
- 10.11.10 Any payments received by the Master Association in the discharge of a Unit Owner's obligation may, at the Master Association's discretion, be applied to the oldest balance due.

Section 10.12 Association Records.

During the period of Declarant control, the Master Association shall keep financial records sufficiently detailed to enable the Master Association to comply with Section 109, Article 4 of the Act. All financial and other records shall be made reasonably available for examination by any Sub Common Interest Community or Communities Association(s) and



its authorized agents.

Section 10.13 Statements of Unpaid Assessments.

On written request, the Master Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits or surplus in favor of the Unit as required by Section 116(g), Article 3 of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Executive Board, and every Unit Owner.

ARTICLE XI
RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices.

Upon the specific written request of a holder of a Mortgage on a Unit to this Master Association or to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- 11.1.1 Copies of budgets, notices of assessment, or any other notices or statements provided under this Master Declaration by the Executive Board to a Sub Common Interest Community or Communities;
- 11.1.2 Any audited or unaudited financial statements of the Master Association which are prepared for the Master Association and distributed to the Sub Common Interest Community or Communities;
- 11.1.3 Copies of notices of meetings to the Sub Common Interest Community or Communities and its Unit Owners and the right to designate a representative to attend such meetings;
- 11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Master Declaration;
- 11.1.5 Notice of any default by the Owner of the Unit which is subject to the Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Master Association to the Unit Owner of the existence of the default;
- 11.1.6 The right to examine the books and records of the Master Association at any reasonable time; or



11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a Mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Master Association and the Executive Board.

ARTICLE XII
**EXECUTIVE BOARD, DECLARANT'S RIGHTS, SPECIAL DECLARANT RIGHTS
AND DEVELOPMENT RIGHTS**

Section 12.1 Overview

There shall be an Executive Board for the Master Association, as well as an Executive Board for each Sub Common Interest Community or Communities Association. The number of Board Members of the Master Association shall be five (5) whose members shall be appointed by the Declarant, Genesis Partners, Limited Partnership. After the Declarant cedes total control of the Executive Board and pursuant to the other provisions herein, the allocation of the number of Board Members and their manner of appointment or election shall be as follows:

12.1.1 Each Sub Common Interest Community shall be entitled to have one (1) Board Member of the Master Executive Board. The Board Member shall be appointed by the Executive Board of the Sub Common Interest Community or Communities.

12.1.2 In having one (1) Board Member per Sub Common Interest Community, there may be a shortfall in the number of appointed Master Executive Board members necessary to fill the five (5) Board positions. In that event, the excess position or positions shall be filled by an election of all the Unit Owners of the Sub Common Interest Community or Communities. The election process shall be governed by the By-Laws of the Master Association.

Section 12.2 Control

Subject to the provisions below, Declarant's control of the Master Association shall terminate no later than the earlier of: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant; (ii) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any right to add new Units in all Sub Common Interest



Community or Communities was last exercised.

12.2.1 Until the 60th day after conveyance of twenty-five percent (25%) of the Units, which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units of all the Sub Common Interest Community or Communities, which may be created to Unit Owners in the Sub Common Interest Community or Communities, other than Declarant, at least one (1) member of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than the Declarant, at least two (2) members of the Executive Board shall be elected by Unit Owners, other than the Declarant. Until such time as the Declarant cedes total control and the Members of the Executive Board are selected according to the provisions of Paragraphs 12.1.1 and 12.1.2, the Members of the Executive Board entitled to be selected according to this Paragraph shall be elected pursuant to Paragraph 12.1.2 herein.

12.2.3 The Executive Board of the Master Association shall elect the officers and the Members of the Executive Board and the officers shall take office upon election.

Section 12.3 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 103(31), Article 1 of the Act and as defined under Paragraph 1.5.35 of this Master Declaration, now or as amended in the future.

Section 12.4 Development Rights

Declarant reserves unto itself all Development Rights as defined in Section 103(14), Article 1 of the Act as defined under Paragraph 1.5.15 of this Master Declaration, now or as amended in the future.

Section 12.5 Special Governance Provisions

The Executive Board of the Master Association and any Sub Association created by the Declarant shall be entitled, in addition to all other statutory entitlements, to make rules and regulations for conducting any or all of its business through on-line authenticated electronic transmission, provided that the rules and regulations do not violate any federal, state and local statutes and do not violate any other provision set forth in this Declaration or the Declaration of any Sub Association.



ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

- 13.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Master Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Master Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.
- 13.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Master Association, consider the effects of any action upon employees, upon suppliers of the Master Association, upon communities in which the Common Interest Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- 13.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 13.2 Good Faith Reliance.

In performing his duties, an officer or member of the Executive Board shall be entitled to rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- 13.2.1 One or more of the officers or employees of the Master Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matter presented.
- 13.2.2 Counsel, public accountants, or other persons as to matters which the officer or member of the Executive Board reasonably believes to be within the professional or expert competence of such person.
- 13.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters, within its designated authority, which committee the officer or member of the Executive Board reasonably believes to merit confidence.

An officer or member of the Executive Board shall not be considered to be acting in good



faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 13.3 Limited Liability.

No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law. The provision does not limit the liability that a Declarant may have as set forth in Section 111, Article 3 of the Act.

Section 13.4 Rules and Regulations.

13.4.1 The Executive Board may promulgate rules and regulations for the use and enjoyment by the Unit Owners of the Common Elements. The rules and regulations may not be in violation of any applicable municipal ordinance or other applicable statute, rule or regulation.

13.4.2 The Executive Board may also set and publish a set of fines for violation by any Unit Owner, except the Declarant, of those rules and regulations. Any fine so imposed may be collected certifying them as liens pursuant to the provisions in this Master Declaration and may be collected in the same manner as other liens imposed herein. Before, however, any fines may become liens, the Executive Board must establish a notice and appeal system to permit an administrative redress by the Unit Owner.

Section 13.5 Indemnification.

To the extent permitted under West Virginia law, each member of the Executive Board, in his capacity as an Executive Board member, officer, or both, shall be indemnified by the Master Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer, or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approves such settlement and reimbursement as being in the best interests of the Master Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this



Section 13.5 shall be paid by the Master Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under West Virginia law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon the request of the Executive Board member and/or officer, after the Master Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Master Association.

Section 13.6 Directors and Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Master Association and all Unit Owners set forth in Section 13.5 above, if and to the extent available at reasonable cost.

ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

Section 14.1 Declarant's Option to Withdraw Withdrawable Real Estate.

Declarant hereby explicitly reserves the right to withdraw withdrawable real estate from the Common Interest Community from time to time in compliance with Section 105(a)(8), Article 2 of the Act, without the consent of any Unit Owner or holder of a Mortgage on any Unit. Declarant expressly reserves the right to withdraw any or all portions of the real estate as set forth in Exhibit "A" at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added, or converted; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "A" attached hereto. There are no other limitations on this option to withdraw any Real Estate as set forth in Exhibit "A" from the Common Interest Community.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Section 15.1 General Provisions.

Pursuant to Article XII, Section 12.4, of this Master Declaration, Declarant reserves all Development Rights set forth in Section 103(14), Article 1 of the Act.



To exercise any of these rights in Article XIV and Article XV, the Declarant shall comply with Section 110, Article 2 of the Act.

Section 15.2 Assurances.

In exercising any of the Development Rights whereby Declarant (i) adds real estate to a Common Interest Community; (ii) creates additional Units, Common Elements or Limited Common Elements within a Common Interest Community or (iii) subdivides Units or converts Units into Common Elements, the maximum number of residential and non-residential Units will be no more than stated in Article I, Section 1.4, herein. Any buildings to be renovated or constructed on property or Units created by the exercise of these Development Rights shall be compatible in quality, size, materials, and architectural style with the existing buildings. All restrictions in this Master Declaration, or the Declaration of any Sub Common Interest Community or Communities, affecting use, occupancy, and alienation of Units shall apply to Units created by the exercise of the Development Rights. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Units, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in Units with property created by the exercise of the Development Rights and the Property shall be computed as required by Section 2.1, above. All restrictions in this Master Declaration affecting use, occupancy, and alienation of Units shall apply to Units or property created.

ARTICLE XVI
INSURANCE

Section 16.1 Insurance to be Carried by Master Association.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Master Association shall maintain, to the extent reasonably available, all of the following:

- 16.1.1 Property insurance on the Common Elements insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety percent (90%) of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- 16.1.2 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury, and property damage, arising out of or in connection with the use, ownership, or maintenance of the Common Elements.
- 16.1.3 Insurance described in Paragraph 16.1.1 above to the extent reasonably available,



shall include the Units but shall not include improvements and betterments installed by Unit Owners.

- 16.1.4 If the insurance described herein above is not maintained, the Master Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Master Association may carry any other insurance it deems appropriate to protect the Master Association or Unit Owners.
- 16.1.5 The policy terms of the insurance shall be in accordance with Section 113, Article 3 of the Act.

[The remainder of this page left intentionally blank]



IN WITNESS WHEREOF, the parties have executed this document this 18th day of July, 2006.

GENESIS PARTNERS LIMITED PARTNERSHIP

By: REALCOM, INC., Its General Partner

By

James A. Corton
James A. Corton, Its President

ANN'S RUN LIMITED LIABILITY COMPANY

By: REALCOM, INC., Its Manager

By

James A. Corton
James A. Corton, Its President

JULIA C. COMPTON TRUST 2003,

Formerly known as the C. E. Compton Trust

Dated February 27, 1984

By

James A. Corton
James A. Corton, Trustee

By

Rickey D. Lambert
Rickey D. Lambert, Trustee

By

Jennifer C. Corton
Jennifer C. Corton, Trustee

By

James M. Compton
James M. Compton, Trustee

HLC, L. P.

By: Realcom HLC, LLC, General Partner

By: Realcom, Inc., Member of Realcom HLC, LLC

By

James A. Corton
Its President



SVR ONE, LLC

By: Realcom Inc., Manager

By: James A. Corton
Its President

Julia C. Compton
Julia C. Compton

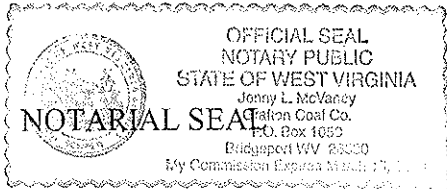
James A. Corton
James A. Corton

Jennifer C. Corton
Jennifer C. Corton



STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton, who acknowledged himself to be the President of Realcom, Inc., a West Virginia corporation, General Partner of Genesis Partners, Limited Partnership, a West Virginia limited partnership, on behalf of the partnership.

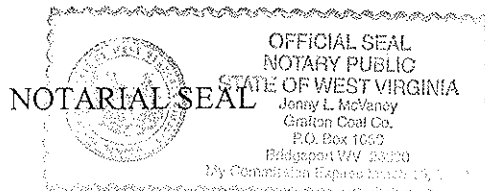


Jenny L. McVaney
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton, who acknowledged himself to be the President of Realcom, Inc., a West Virginia corporation, Manager of Ann's Run Limited Liability Company, a West Virginia limited liability company, on behalf of the limited liability company.

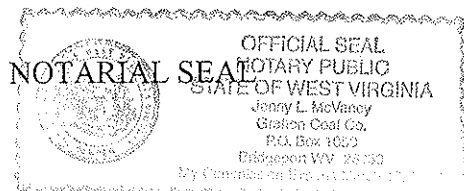


Jenny L. McVaney
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton, Trustee, Rickey D. Lambert, Trustee, Jennifer C. Corton, Trustee, and James M. Compton, Trustee, under the Julia C. Compton Trust 2003, on behalf of the Julia C. Compton Trust 2003.



Jenny L. McVaney
Notary Public

My Commission Expires: March 15, 2009



STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton, President of Realcom, Inc., a West Virginia corporation, Member of Realcom HLC, LLC, a West Virginia limited liability company, General Partner, of HLC, L.P., a West Virginia limited partnership, on behalf of the limited partnership.

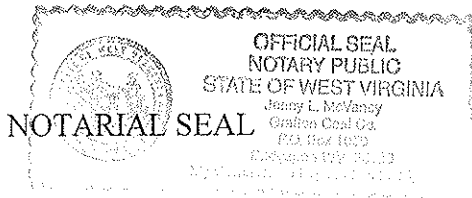


Penny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton, who acknowledged himself to be the President of Realcom, Inc., a West Virginia corporation, Manager of SVR One, LLC, a West Virginia limited liability company, on behalf of the limited liability company.



Penny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by James A. Corton and Jennifer C. Corton.



Penny L. McVane
Notary Public

My Commission Expires: March 15, 2009

OFFICIAL SEAL
NOTARY PUBLIC
OF WEST VIRGINIA
Johnny L. McVeeny
Grafton Coal Co.,
P.O. Box 10650
Charlotte, WV 25302
My Commission Expires 12-31-11

My Commission Expires: March 15, 2009

James A. Harris
Waters, Warner & Harris PLLC
701 Goff Building
P.O. Box 1716
Clarksburg, West Virginia 26302-1716

**CHARLES POINTE MASTER DECLARATION
PROPERTY DESCRIPTION
EXHIBIT "A"**

FIRST:

A parcel of land situate in Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a point, said point being at the intersection of the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73) and the westerly right-of-way line of West Virginia Route 279; thence with thirty two lines of said West Virginia Route 131 right-of-way line, S 46° 12' 58" W, 175.02 feet to a point; thence, S 46° 56' 21" W, 180.64 feet to a point; thence, S 37° 20' 14" W, 77.74 feet to a point; thence, S 32° 14' 08" W, 72.86 feet to a point; thence, S 30° 38' 40" W, 70.80 feet to a point; thence, S 30° 50' 42" W, 309.93 feet to a point; thence, S 31° 41' 58" W, 355.97 feet to a point; thence, S 30° 25' 17" W, 286.30 feet to a point; thence, S 29° 09' 21" W, 139.24 feet to a point; thence, S 28° 03' 16" W, 160.89 feet to a point; thence, S 24° 38' 28" W, 120.24 feet to a point; thence, S 21° 34' 45" W, 104.51 feet to a point; thence, S 19° 25' 09" W, 76.60 feet to a point; thence, S 16° 28' 44" W, 77.77 feet to a point; thence, S 13° 38' 50" W, 98.05 feet to a point; thence, S 11° 58' 26" W, 99.52 feet to a point; thence, S 10° 54' 33" W, 61.73 feet to a point; thence, S 9° 52' 17" W, 245.11 feet to a point; thence, S 12° 23' 31" W, 60.44 feet to a point; thence, S 16° 45' 26" W, 85.39 feet to a point; thence, S 20° 17' 44" W, 90.82 feet to a point; thence, S 21° 43' 02" W, 243.31 feet to a roof bolt found; thence, S 21° 20' 41" W, 618.00 feet to a point; thence, S 22° 06' 27" W, 228.13 feet to a point; thence, S 29° 08' 52" W, 115.05 feet to a point; thence, S 38° 43' 36" W, 69.00 feet to a point; thence, S 41° 32' 42" W, 128.98 feet to a point; thence, S 44° 54' 29" W, 217.74 feet to a point; thence, S 51° 58' 17" W, 65.62 feet to a point; thence, S 56° 18' 18" W, 676.90 feet to a point; thence, S 55° 09' 16" W, 139.06 feet to a point; thence, S 44° 41' 23" W, 81.61 feet to a rebar found; thence leaving said West Virginia Route 131 right-of-way line, N 33° 23' 59" W, 442.61 feet to a rebar found; thence, N 42° 08' 54" W, 644.68 feet to a rebar found; thence, N 7° 53' 55" W, 720.96 feet to a rebar found; thence, N 2° 36' 04" E, 728.72 feet to a rebar found; thence, S 74° 47' 50" W, 1018.17 feet to a fence post found; thence, S 9° 24' 26" E, 1458.32 feet to a track spike found in poplar stump; thence, S 2° 07' 26" E, 939.69 feet to a 24" hickory found; thence, S 73° 13' 34" W, 490.37 feet to a iron pipe found; thence, N 78° 21' 06" W, 13.59 feet to a rebar found; thence, S 23° 18' 32" E, 697.13 feet to a rebar found in the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73); thence with seven lines of said West Virginia Route 131 right-of-way, S 57° 54' 06" W, 163.69 feet to a point; thence, S 56° 15' 25" W, 72.68 feet to a point; thence, S 53° 19' 18" W, 57.66 feet to a point; thence, S 49° 08' 42" W, 62.83 feet to a point; thence, S 44° 18' 26" W, 114.25 feet to a point; thence, S 39° 01' 04" W, 146.48 feet to a point; thence, S 35° 01' 45" W, 224.45

feet to a point; thence leaving said West Virginia Route 131 right-of-way line, N 38° 17' 55" W, 473.23 feet to a rebar found; thence, N 86° 33' 27" E, 96.52 feet to a rebar found; thence, N 56° 13' 54" E, 108.05 feet to a rebar found; thence, N 60° 38' 05" E, 132.50 feet to a rebar found; thence, N 62° 15' 29" E, 109.72 feet to a rebar found; thence, N 57° 05' 24" E, 91.19 feet to a rebar found; thence, N 54° 38' 56" E, 21.19 feet to a rebar found; thence, N 23° 18' 32" W, 358.33 feet to a rebar found; thence, S 75° 41' 50" W, 458.21 feet to a rebar found; thence, N 16° 43' 52" W, 597.48 feet to a rebar found; thence, N 78° 21' 06" W, 1733.17 feet to a point along Worthington Drive; thence with four lines of said Worthington Drive, S 11° 37' 54" E, 102.37 feet to a point; thence, S 6° 28' 23" W, 231.94 feet to a point; thence, S 30° 28' 48" W, 123.86 feet to a point; thence, S 41° 27' 54" W, 382.38 feet to rebar found; thence leaving said Worthington Drive, N 21° 20' 06" W, 137.00 feet to a rebar found; thence, N 59° 54' 36" W, 361.23 feet to a rebar found; thence, N 77° 12' 24" W, 293.26 feet to a rebar found; thence, S 14° 11' 40" W, 755.40 feet to a roof bolt found; thence, N 78° 20' 47" W, 401.18 feet to a rebar found; thence, N 78° 57' 12" W, 179.93 feet to a rebar found; thence, S 11° 35' 07" W, 109.30 feet to a rebar found; thence, N 78° 24' 53" W, 123.34 feet to a rebar found; thence, S 14° 53' 42" W, 15.03 feet to a rebar found; thence, N 78° 24' 53" W, 15.03 feet to a rebar found; thence, N 14° 53' 42" E, 123.26 feet to a rebar found; thence, N 78° 57' 12" W, 15.03 feet to a rebar found; thence, N 39° 05' 17" W, 128.70 feet to a rebar found; thence, N 61° 28' 56" W, 80.63 feet to a rebar found; thence, N 84° 31' 18" W, 96.19 feet to a rebar found; thence, N 77° 11' 49" W, 38.33 feet to a rebar found; thence, N 68° 32' 12" W, 217.01 feet to a rebar found; thence, S 46° 29' 20" W, 136.38 feet to a rebar found; thence, N 24° 58' 00" W, 110.21 feet to a rebar found; thence, S 30° 56' 00" W, 301.67 feet to a rebar found; thence, N 37° 01' 00" W, 135.90 feet to a rebar found; thence, N 35° 02' 00" W, 43.70 feet to a rebar found; thence, N 30° 57' 00" E, 25.80 feet to a rebar found; thence, N 26° 54' 00" W, 634.07 feet to a rebar found; thence, N 35° 44' 11" E, 2068.79 feet to a iron pipe found; thence, N 53° 00' 09" W, 99.51 feet to a iron pipe found; thence, N 78° 50' 16" W, 233.14 feet to a iron pipe found; thence, N 62° 28' 59" W, 295.87 feet to a rebar found; thence, N 52° 37' 59" W, 351.36 feet to a rebar found; thence, N 64° 28' 59" W, 305.82 feet to a rebar found; thence, N 60° 06' 59" W, 90.31 feet to a 14" poplar found; thence, N 48° 25' 59" W, 441.69 feet to a 10" maple found; thence, N 67° 17' 59" W, 176.00 feet to a rebar found; thence, S 81° 12' 01" W, 152.00 feet to a rebar found; thence, N 47° 35' 59" W, 156.00 feet to a rebar found; thence, S 89° 35' 01" W, 146.95 feet to a rebar found; thence, N 0° 12' 50" E, 1096.16 feet to a iron pipe found in the southerly right-of-way line of interstate I-79; thence with twenty two lines of said I-79 right-of-way line, N 80° 34' 47" E, 580.79 feet to a rebar found; thence, S 82° 33' 10" E, 329.57 feet to a concrete monument found; thence, N 13° 54' 40" E, 89.94 feet to a rebar found; thence, N 82° 55' 39" E, 798.44 feet to a rebar found; thence, N 62° 24' 43" E, 922.12 feet to a rebar found; thence, S 39° 42' 55" E, 339.00 feet to a rebar found; thence, N 71° 42' 56" E, 849.85 feet to a rebar found; thence, N 57° 05' 26" E, 1045.04 feet to a rebar found; thence, N 3° 06' 43" E, 531.35 feet to a rebar found; thence, N 31° 19' 12" E, 1058.81 feet to a rebar found; thence, N 28° 36' 33" E, 347.14 feet to a rebar found; thence, N 45° 55' 54" E, 145.20 feet to a rebar found; thence, N 45° 55' 55" E, 727.26 feet to a rebar found; thence, N 39° 35' 56" E, 288.14 feet to a rebar

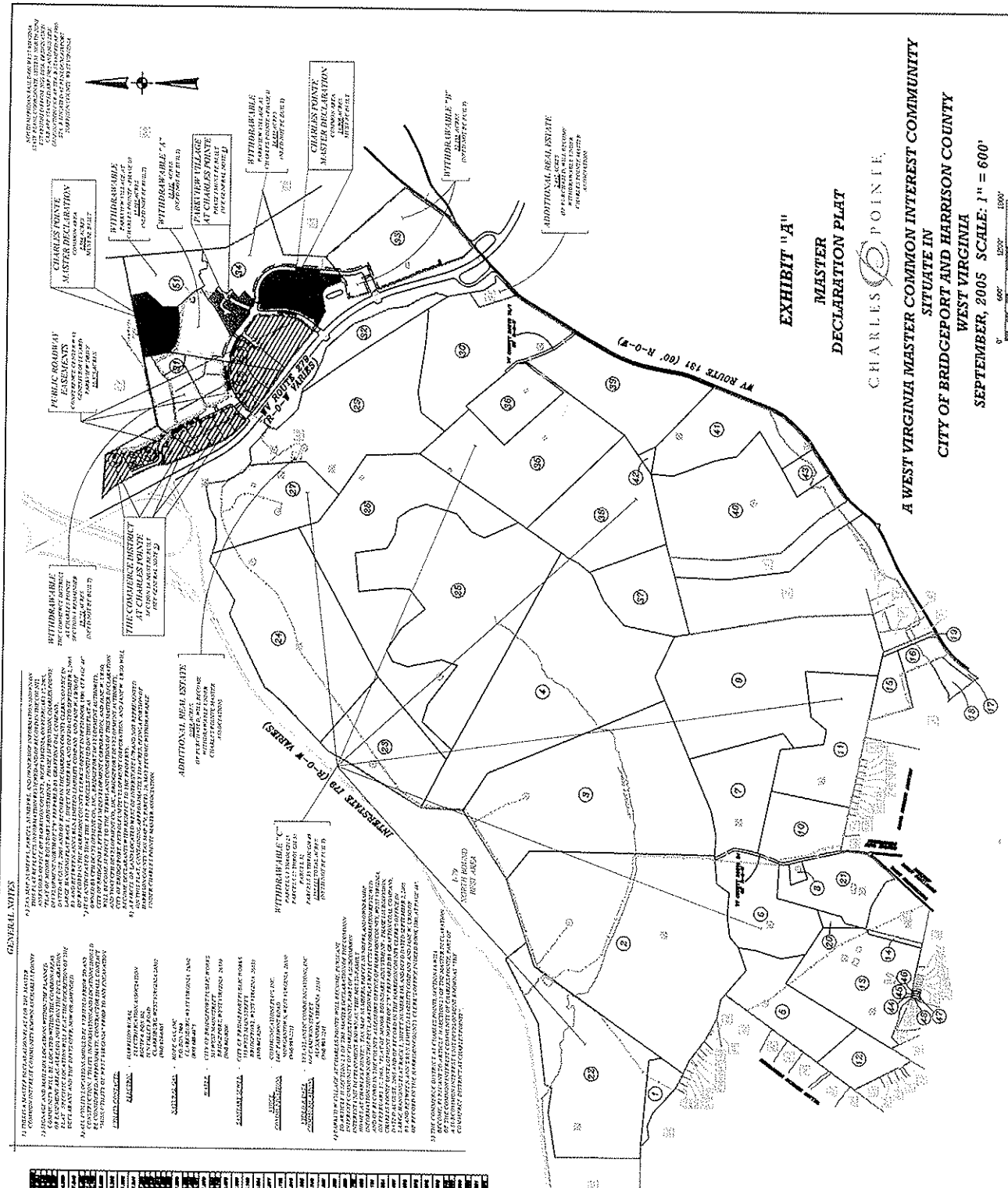
found; thence, N 63° 35' 49" E, 1028.09 feet to a rebar found; thence, S 69° 43' 33" E, 185.21 feet to a rebar found; thence, N 57° 26' 22" E, 601.69 feet to a rebar found; thence, S 72° 51' 14" E, 273.13 feet to a rebar found; thence, N 87° 18' 19" E, 274.51 feet to a rebar found; thence, N 60° 52' 26" E, 141.87 feet to a rebar found; thence, N 78° 50' 06" E, 304.15 feet to a rebar found; thence, N 18° 34' 12" E, 59.97 feet to a rebar found in the westerly right-of-way line of West Virginia Route 279; thence with twenty seven lines of said Route 279 right-of-way line, S 8° 35' 46" E, 327.48 feet to a rebar found; thence, S 30° 24' 49" E, 134.01 feet to a rebar found; thence, S 27° 14' 04" E, 114.97 feet to a rebar found; thence, S 53° 02' 34" E, 154.64 feet to a rebar found; thence, N 83° 23' 46" E, 171.62 feet to a rebar found; thence, S 48° 12' 27" E, 224.73 feet to a rebar found; thence, S 53° 23' 14" E, 130.61 feet to a rebar found; thence, S 10° 58' 17" W, 110.02 feet to a rebar found; thence, S 41° 46' 08" E, 270.30 feet to a rebar found; thence, S 49° 23' 43" E, 110.11 feet to a rebar found; thence, S 74° 55' 48" E, 112.93 feet to a rebar found; thence, S 78° 47' 38" E, 110.91 feet to a rebar found; thence, S 77° 59' 59" E, 45.62 feet to a rebar found; thence, S 43° 29' 02" E, 168.86 feet to a rebar found; thence, S 63° 50' 14" E, 263.03 feet to a rebar found; thence, S 70° 54' 48" E, 187.43 feet to a rebar found; thence, S 41° 21' 51" E, 455.13 feet to a rebar found; thence, S 22° 02' 09" E, 224.18 feet to a rebar found; thence, S 25° 24' 11" E, 277.73 feet to a rebar found; thence, S 8° 39' 45" E, 239.46 feet to a rebar found; thence, S 30° 44' 58" E, 205.78 feet to a rebar found; thence, S 19° 29' 55" E, 200.30 feet to a rebar found; thence, S 15° 52' 10" W, 150.98 feet to a rebar found; thence, S 10° 18' 16" E, 455.98 feet to a rebar found; thence, S 32° 56' 46" E, 186.42 feet to a rebar found; thence, N 81° 55' 53" E, 74.13 feet to a rebar found; thence, S 44° 18' 20" E, 31.16 feet to the beginning, containing 1360.95 acres, more or less.

SECOND:

A parcel of land situate in Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a rebar found, said rebar being at the intersection of the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73) and the easterly right-of-way line of West Virginia Route 279; thence with twenty eight lines of said West Virginia Route 131 right-of-way line, N 44° 48' 08" W, 174.21 feet to a rebar; thence, N 20° 13' 04" W, 319.54 feet to a rebar; thence, N 20° 33' 11" W, 309.11 feet to a rebar; thence, N 29° 52' 25" W, 81.25 feet to a rebar; thence, N 21° 49' 27" W, 482.07 feet to a point; thence, N 24° 12' 44" W, 52.00 feet to a point; thence, N 14° 53' 26" W, 321.85 feet to a point; thence, N 75° 16' 38" E, 206.71 feet to a point; thence, N 17° 44' 37" E, 51.31 feet to a rebar found; thence, N 22° 18' 24" W, 209.78 feet to a point; thence, N 62° 34' 12" W, 89.11 feet to a point; thence, S 80° 08' 45" W, 229.96 feet to a point; thence, N 62° 09' 45" W, 219.16 feet to a point; thence, N 53° 34' 48" W, 227.70 feet to a rebar found; thence, N 50° 37' 17" W, 305.28 feet to a point; thence, N 55° 58' 05" W, 534.08 feet to a point; thence, N 52° 47' 22" W, 460.01 feet to a point; thence, N 48° 22' 04" W, 160.19 feet to a point; thence, N 38° 04' 08" W, 188.31 feet to

a point; thence, N 25° 20' 50" W, 500.00 feet to a point; thence, N 20° 11' 42" W, 203.10 feet to a point; thence, N 23° 33' 35" W, 108.36 feet to a point; thence, N 4° 25' 37" W, 45.49 feet to a point; thence, N 2° 58' 07" W, 100.78 feet to a point; thence, N 23° 11' 32" W, 145.92 feet to a point; thence, N 27° 27' 27" W, 271.98 feet to a point; thence, N 30° 45' 03" W, 201.44 feet to a point; thence, N 44° 57' 35" W, 200.16 feet to a rebar found; thence leaving said West Virginia Route 279 right-of-way line, S 86° 43' 37" E, 548.29 feet to a fence post found; thence, S 29° 43' 37" E, 771.00 feet to a fence post found; thence, N 77° 50' 07" E, 2210.15 feet to a set stone found; thence, S 5° 35' 53" E, 1326.88 feet to a large stump found; thence, S 28° 56' 18" E, 412.21 feet to a set stone found; thence, S 88° 08' 20" E, 50.40 feet to a rebar found; thence, S 33° 07' 53" E, 258.70 feet to a fence post found; thence, S 71° 09' 07" W, 498.23 feet to a rebar found; thence, S 1° 46' 07" W, 546.83 feet to a 60" maple found; thence, S 41° 41' 40" E, 1358.55 feet to a 30" stump found in the northerly right-of-way line of West Virginia Route 131; thence with four lines of said right-of-way line, S 38° 48' 20" W, 123.52 feet to a point; thence, S 33° 49' 07" W, 415.42 feet to a point; thence, S 38° 04' 07" W, 161.00 feet to a point; thence, S 50° 04' 55" W, 471.75 feet to the beginning, containing 156.06 acres, more or less.



Large Hanging Plat Rack 1,
Sheet 190

[illegible]

ENDNOTES

- [illegible]

62-7931 NON-CLASSIFIED WINNING LICENSE IN THE 1972
AMERICAN LOTTERY DRAWING OF \$1,000,000.00. THE
62-7931 NON-CLASSIFIED WINNING LICENSE IN THE 1972
AMERICAN LOTTERY DRAWING OF \$1,000,000.00. THE
62-7931 NON-CLASSIFIED WINNING LICENSE IN THE 1972
AMERICAN LOTTERY DRAWING OF \$1,000,000.00. THE

EXHIBIT "B"

1. By instrument dated September 8, 1923 (Deed Book No. 345, page 50), R. B. Gawthrop and Lena Gawthrop, his wife, leased to Bridgeport Natural Oil and Gas Company for a term of five years all the oil and gas within and underlying a tract of land containing 20 acres.
2. By instrument dated September 8, 1923 (Deed Book No. 345, page 41), Cornelia Gawthrop, and others, leased to Bridgeport Natural Gas and Oil Company for a term of five years all the oil and gas within and underlying a tract of land containing 71 acres, more or less.
3. By an undated instrument (Deed Book No. 367, page 414), Cornelia Gawthrop, and others, granted a right of way to Bridgeport Natural Oil and Gas Company to lay, maintain, repair and remove a pipeline.
4. By instrument dated August 15, 1929 (Deed Book No. 405, page 148), R. B. Gawthrop and Lena Gawthrop, his wife, granted to Monongahela West Penn Public Service Company a right of way for the installation, maintenance and removal of a communication system.
5. By instrument dated August 26, 1929 (Deed Book No. 405, page 156), Cornelia Gawthrop, widow, and others, granted a right of way to Monongahela West Penn Public Service Company for the installation, repair and removal of a communication system.
6. By instrument dated March 30, 1953 (Deed Book No. 758, page 266), Ray B. Gawthrop and Lena L. Gawthrop, his wife, granted to The Chesapeake and Potomac Telephone Company of West Virginia a right of way to lay, maintain and remove a communication system.
7. By instrument dated June 16, 1967 (Deed Book No. 943, page 720), Ray B. Gawthrop granted to The Chesapeake and Potomac Telephone Company of West Virginia a right of way to lay, maintain and remove a communication system.
8. The deed dated August 1, 1988 (Deed Book No. 1189, page 93), by Ruth G. Davis and Leon B. Davis, her husband, to Grafton Coal Company excepted and reserved all minerals including, but not limited to, the coal, oil and gas, together with such drilling, mining and other rights and privileges necessary or convenient for the mining and removal of all of said minerals.
9. The deed dated April 1, 1980 (Deed Book No. 1090, page 806), by Lena L. Gawthrop, widow, to Ruth G. Davis, was made subject to an easement and right of way heretofore granted to Asa D. Gawthrop by Lena L. Gawthrop, said easement and right of way being granted for ingress and egress of pedestrian, livestock and vehicular traffic.
10. The deed dated December 6, 1978 (Deed Book No. 1074, page 618), by James Rodney Christie and Susan Ann Christie, his wife, to Chas. E. Compton reserved the right and liberty at all times to use water from a well for domestic purposes, together with a right of

way and easement for the construction, operation and maintenance of flow lines and water lines necessary for the transportation of water produced from the well and to repair, cleanse and maintain the well if necessary.

11. By instrument dated November 9, 1960 (Deed Book No. 845, page 337), J. E. Jones and Nellie C. Jones, his wife, granted a right of way to Hope Natural Gas Company to open, repair and maintain a roadway.

12. By instrument dated July 23, 1973 (Deed Book No. 1014, page 845), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate, replace and remove a six inch gas pipeline.

13. By instrument dated June 11, 1975 (Deed Book No. 1037, page 32), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to construct, lay, maintain, replace and remove gas regulators, meters, heaters, cleaners, relief valves and similar appliances.

14. By instrument dated March 2, 1982 (Deed Book No. 1113, page 471), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove a pipeline for the transportation of water, oil and gas.

15. By instrument dated August 4, 1986 (Deed Book No. 1179, page 764), C. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a right of way for an electric distribution line over property they acquired in Deed Book No. 1074, page 618.

16. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

17. By instrument dated August 23, 1937 (Deed Book No. 485, page 242), Marie Frum Hatch and Darrell K. Hatch, her husband, leased the oil and gas within and underlying a tract of 112.5 acres, more or less, to Hope Natural Gas Company.

18. By instrument dated August 23, 1937 (Deed Book No. 485, page 245), Marie Frum Hatch and Darrell K. Hatch, her husband, leased the oil and gas within and underlying a tract of 47 acres, more or less, to Hope Natural Gas Company.

19. By instrument dated December 18, 1937 (Deed Book No. 489, page 503), Marie Frum Hatch and Darrell K. Hatch, her husband, granted to Hope Natural Gas the right to erect, maintain, operate and remove a line of poles.

20. By instrument dated June 10, 1957 (Deed Book No. 800, page 33), Jesse E.

Jones and Nellie C. Jones, his wife, granted to Hope Natural Gas Company a right to lay, operate, maintain and remove pipelines for the transportation of water, oil and gas.

21. By instrument dated December 16, 1974 (Deed Book No. 1030, page 602), Jesse E. Jones and Nellie C. Jones, his wife, granted to Chesapeake & Potomac Telephone Company of West Virginia a right of way to construct, operate and remove a communications system.

22. By instrument dated March 2, 1982 (Deed Book No. 1113, page 471), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove pipelines for the transportation of water, oil and gas.

23. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

24. By instrument dated May 18, 1994 (Deed Book No. 1255, page 216), Chas. E. Compton and Julia C. Compton, his wife, granted to Bell Atlantic - West Virginia a right of way to operate, repair, maintain and replace an aerial communication system on the poles of the Rural Electrification Association.

25. By instrument dated October 28, 1971 (Deed Book No. 997, page 269), Don Higinbotham, C. E. Compton and Julia Compton, his wife, and Lemuel H. Higinbotham and Jo Ann T. Higinbotham, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate, replace and remove a pipeline for the transportation of water, oil and gas.

26. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

27. By instrument dated June 5, 1951 (Deed Book No. 708, page 145), W. H. Steele and Rose Steele, his wife, granted to Monongahela Power Company a right of way for a transmission and distribution system.

28. By instrument dated June 1, 1951 (Deed Book No. 708, page 146), W. H. Steele and Rose Steele, his wife, granted to Hope Natural Gas Company a right of way to lay, maintain, remove and replace a pipeline for the transportation of water, oil and gas.

29. By instrument dated April 27, 1966 (Deed Book No. 921, page 687), Lester Earl Steele and Marlene Steele, his wife, granted to Chesapeake & Potomac Telephone Company of West Virginia a right of way to construct, operate, maintain, replace and remove a communication system.