

situate on any Lot as a residence or for the storage of materials therein, either temporarily or permanently.

- (c) Improvements and construction for the maintenance of animals shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a Lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot Owner shall maintain any such improvements placed upon any Lot and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot.

ARTICLE IX SEWAGE AND JUNK

No dwelling shall be erected or maintained on any Lot unless there is constructed with it a septic system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

ARTICLE X PARKING

No automobiles or other motor vehicles shall be parked in or within twenty-five (25) feet from the rights-of-way or roads of the subdivision, and no on-street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets.

ARTICLE XI ADVERTISING

No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address, identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed four square feet (4') in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situate. The Association shall repair and maintain such signs and structures, and shall have the right to enter upon The Existing Property on which the same are affixed as is reasonably necessary for maintenance.

ARTICLE XII AGRICULTURE

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (i.e., livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single Lot at any one time. Hunting and trapping of wildlife is permitted within The Properties, in accordance with West Virginia law.

ARTICLE XIII COMMERCIAL USE

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within The Existing

Property. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners.

ARTICLE XIV
NUISANCE

No noxious, noisy or offensive activity shall be carried on within The Existing Property, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or stored within The Existing Property at any time.

ARTICLE XV
WASTE

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within The Existing Properties. The Association shall ensure that trash collection is provided to each Lot regardless of whether the Lot is occupied, and trash collection charges shall be collectable from Lot Owners not complying with the sanitation requirements of the covenants in addition to the assessment set forth herein. The lien procedure available for delinquent payments shall be utilized in order to ensure the non-accumulation of waste in The Existing Property.

ARTICLE XVI
RECREATION USE

No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be permitted to be driven upon the roads within The Existing Property unless duly licensed, with mufflers, and then only for ingress and egress.

ARTICLE XVII
CAMPING

Temporary camping is permitted upon the Lots from February 1 through December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles, are permitted for use as camping shelters.

ARTICLE XVIII
SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas shown on the plat across Lots within The Existing Property are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for storm water runoff.

ARTICLE XIX
VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Existing Property, the costs and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

ARTICLE XX
NO FURTHER SUBDIVISION

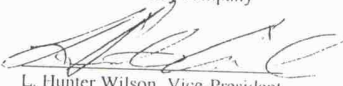
No Lot within The Existing Property shall be further subdivided, divided or portioned in any way by sale, gift, devise or other method, except to allow for nominal boundary line adjustments.

Provided, however, Owners of Lot(s) larger than twenty (20) acres may subdivide one time, provided that no resulting Lot created or the residue shall contain less than twenty (20) acres. Any additional Lots created will, upon recordation of the plat creating the same, automatically become subject to the provisions of this Supplementary Declaration in its entirety and any supplemental Declarations, without the need for an additional or supplemental Declaration as to such Lot(s), and all Owners of such Lot(s) shall comply with the terms hereof.

987452.1

WITNESS the following signature and seal of WV Hunter, LLC, a Delaware limited liability company, by L. Hunter Wilson, its President, which was duly authorized by its Board of Directors.

WV HUNTER, LLC,
a Delaware limited liability company

By: 
L. Hunter Wilson, Vice-President
(River Ridge)

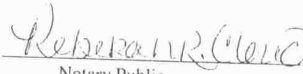
STATE OF WEST VIRGINIA,

COUNTY OF BERKELEY,

The foregoing instrument was acknowledged before me this 25th day of March, 2002, by
L. Hunter Wilson, Vice-President (River Ridge) of WV Hunter, LLC, a Delaware limited liability
company, on behalf of the limited liability company.

My commission expires:

August 2, 2010


Notary Public

THIS DOCUMENT PREPARED BY:

M. Shannon Brown, Esquire
BOWLES RICE McDAVID GRAFF & LOVE
Post Office Drawer 1419
Martinsburg, West Virginia 25401



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HAMPSHIRE COUNTY CLERK,
COMMENTS & RES. CLERK JS
DATE/TIME: 03/29/2002 10:05
INST #: 3022
BOOK/PAGE: 412-3022-70-
PAGE/TAB: 12.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 03/29/2002 10:05 A.M.

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

Teste Sharon H. Link Clerk.