

B. K. HAYNES CORPORATION  
A Virginia Corporation  
TO: DEED

DREW J. TRACY and JULIA L. TRACY

THIS DEED, made and entered into this 15th day of April, 2002, by and between B. K. HAYNES CORPORATION, a Virginia Corporation, Grantor and Party of the First Part, and DREW J. TRACY and JULIA L. TRACY, husband and wife, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, whose mailing address is 914 Meadowgreen Drive, Mt. Airy, MD 21771.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the said B. K. HAYNES CORPORATION, a Virginia Corporation, Grantor and Party of the First Part, does, by these presents, grant, sell and convey, with COVENANTS OF GENERAL WARRANTY, unto the said DREW J. TRACY and JULIA L. TRACY, his Wife, Grantees and Parties of the Second Part, as joint tenants with rights of survivorship and not as tenants in common, all of the following described real estate, together with all rights, rights-of-way, improvements and appurtenances thereunto belonging:

All of that certain lot, unit, farm, section or parcel of real estate lying and being situate near Capon Bridge in Bloomery District of Hampshire County, West Virginia, known and being designated as **Farm/Section 10 of Farms of the River Region, containing 24.809 acres, more or less** (the words farm and section are used interchangeably within this deed of conveyance) according to a recent survey prepared by Rickie C. Davy, Licensed Land Surveyor, WV No. 535. For a legal description of the real estate herein conveyed, reference is further hereby made to the April 10, 2002, Revised "Plat of Survey of Farms of the River Region, Farms 1-17, 22-24 and 28-31, and Sections 18-21, 590.591 Total Acres, Bloomery District, Hampshire County, West Virginia, Tax Map 34, Parcel 3 & Part of Parcel 24; Tax Map 35, Parcel 19 and Part of Parcels 4, 9, 11, 23, 25.1, 25.3, 29 & 30", prepared by Rickie C. Davy, L.L.S, and which was recorded in the Office of the Clerk of the County Commission of Hampshire County, at Romney, West Virginia on April 11, 2002, in Plat Book No. 9, at Page 195, to which plat reference is now made. This Revised Plat of Survey

supersedes the Plat of Survey of Farms of the River Region which was recorded at said Clerk's Office on March 22, 2002. Where relevant, reference is also made to an April 2, 2002, Plat of Survey of Farms of the River Region, Farms 25, 26 and 27, which was also recorded on April 11, 2002, at said Clerk's Office in Map Book No. 9, Page No. 198, to which reference is made.

The unit, lot, farm or section herein conveyed is conveyed by the aforementioned Revised Plat of Survey, except that Farms 25, 26 and 27 are conveyed by the April 2, 2002, Plat of Survey, including all easements and notes described on said Plat of Survey, and also subject to the easements, notes, references and depictions on the April 10, 2002, Revised Plat of Survey of Farms of the River Region. All easements, notes and other matters affecting the real estate are contained on both of said Plats of Survey or NOTES of said Plats of Survey and are incorporated herein by reference as if textually set forth in the body of this deed. The Grantor and Party of the First Part does hereby specifically grant and convey unto the Grantees and Parties of the Second Part, their heirs and assigns, the non-exclusive and non-obstructed (not to be gated) use of the main rights-of-ways: (1) Maxwellton Road and Great Plains Drive; and (2) Bear Garden Trail, for ingress and egress; AND the gated use of (3) Slonaker Lane, all of which are described on the aforementioned Revised Plat of Survey of Farms of the River Region (see also the April 2, 2002 Plat of Survey of Farms 25, 26 and 27); provided however, certain other rights-of-way are limited rights-of-way which benefit less than all of the farms. Reference is made to the Revised Plat of Survey of Farms of the River Region for the location and width, and to page two for all terms of use of each of said rights-of-way, common areas and limited common easements described on said Revised Plat of Survey.

The real estate herein conveyed is a small part of that tract of land conveyed unto B. K. Haynes Corporation, a Virginia Corporation, by deed from Edward E. Noble, dated December 17, 2001, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 411, at Page 19. This is also the same tract of real estate conveyed unto the Grantor, B. K. Haynes Corporation, by Corrective Deed from Edward E. Noble dated April 5, 2002, and of record in the aforesaid Clerk's Office in Deed Book No. 413, Page 94.

The following Declaration shall be set forth verbatim in each deed of conveyance of Farms of the River Region and/or incorporated by reference if not published verbatim:

#### DECLARATION

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

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

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

1. BOARD OF DIRECTORS: The Grantor shall, after closing on the sale of at least five (5) sections of Farms of the River Region, appoint an initial Board of Directors of Farms of the River Region to provide for road and common easement maintenance consisting of not less than three nor more than six Board members, one of whom shall be the Grantor's nominee, who shall serve in that capacity until the earlier date of when at least half of the sections within Farms of the River Region have been sold and closed upon, OR December 31, 2002, whichever date or event occurs first. Thereafter, the appointed Board shall call for election of an initial Board of Directors, and shall continue to act in the interim until the election can be conducted and the new Directors installed. The Board of Directors shall act by majority vote, and immediately after appointment, shall organize, set and collect a per unit (per farm or per section whichever applies) annual common expense fee from all section owners, not to exceed the cost of Three Hundred Dollars (\$300.00) as set forth above. In addition, the Board of Directors shall annually adopt a budget which shall be presented to

the Owners at the Owners' annual meeting and adopted unless rejected by them at said meeting; and the Board may, if requested by the Owners Association, enforce the protective covenants set forth in this Declaration and assume any other duties authorized by the membership, including the pooling of grasslands and leasing it for hay purposes to local farmers if requested to do so in writing by assenting owners who own two or more adjoining farms or sections.

2. ANNUAL ASSESSMENT. The Board shall, at least annually, set the annual assessment to maintain the subdivision roads and common easements in accordance with the preceding paragraph, not to exceed Three Hundred Dollars (\$300.00) per annum, except as may be adjusted by W.Va. Code 36B-1-114. In consideration of Grantor's development of the Planned Community, the Grantor is exempt from paying the annual average common expense assessment on any farms or sections of Farms of the River Region that it owns or may re-acquire.

3. OWNERS' ASSOCIATION TO BE CREATED. After half of the sections of Farms of the River Region have been sold, or on or before December 31, 2002, whichever event occurs first, the appointed Board shall call for and conduct the first of what will be an annual section owners meeting for the purpose of electing a Board of Directors and transacting such business to come before the unit property owners. The appointed Board shall present the unit owners with a set of proposed bylaws which will regulate the internal affairs of the Association, it being understood that the purpose of said Association is to provide for maintenance of roads and common easements; to annually establish a budget which shall be adopted unless rejected or reformed by the membership; to collect the annual assessments; to procure liability insurance if the Board, or its successors (to be elected by the unit owners) believe it is desirable; to regulate use of the common area; and to provide for enforcement of the common deed provisions contained herein, which have been designated as protective covenants which run with the land and are binding upon each Farm, Section, Unit and/or Lot Owner, his/her/its heirs, successors and assigns. The by-laws may be adopted with or without amendment as the will of the Association shall dictate. The Board of Directors terms may expire at the same time or be staggered, as determined by the owners, and the Board of Directors, once elected, shall appoint its officers from the membership of the Board or the Association. The appointed Board shall present a proposed budget with proposed annual assessment at the first meeting of the Owners, which shall be approved unless rejected by the Owners at the first regular meeting. Thereafter, the Board of Directors shall, at least thirty days prior to the annual Owners meeting, propose a budget and submit it to the Owners at each annual meeting. The budget shall be ratified by operation of this instrument, unless rejected or reformed by the Owners at said annual meeting. The budget shall provide for maintenance of the common easements and rights-of-way; it

being understood there are two primary rights-of-way for the subdivision while Slonaker Lane is an ancillary, gated right of way which may also be used by all Owners for ingress and egress. The Board shall prorate that portion of the assessment designated for road maintenance between the two main subdivision rights-of-way based upon the number of unit owners which have the right to use said rights-of-way for ingress and egress. (Maxwelton Road and Great Plains Drive are considered one primary right-of-way and Bear Garden Trail is considered the other primary right-of-way). Slonaker Lane (a thirty foot (30') right of way which runs from the Springfield Grade to the intersection with Maxwelton Road) may be maintained with any excess funds which are not consumed in road maintenance of the primary rights-of-way. Any Owner who uses Slonaker Lane may, with the permission of the Board of Directors of the Association, use shale from the shale pit located on Farm 14 to assist in maintaining Slonaker Lane. The Board may form committees of volunteers, utilizing self-help to maintain and improve any rights-of-way and common areas within Farms of the River Region.

4. LIABILITY INSURANCE AND USER FEES. The Board of Directors may, if requested by the membership, obtain liability insurance for the benefit of the Association, which includes liability protection from accidents or occurrences on any common easements or rights-of-way used, controlled and/or owned by Farms of the River Region. If liability insurance is obtained, a separate assessment for the reasonable cost of same may be collected annually or more often from each of the Owners. In order to regulate use of and traffic on the Common Area on the Cacapon River, the Board of Directors may, unless limited in its discretion by the property owners at a meeting of said property owners, impose optional user fees to cover the wear, tear, maintenance and burden placed upon the Common Area by its users. In addition, all owners who share limited easements with one or more adjacent owners which provide for ingress and egress, river access, and the like, shall cost share on a pro-rata basis the expenses incurred and/or required to maintain the limited common easements.

5. VOTING AT THE OWNERS' ASSOCIATIONS MEETINGS. There shall be one vote for each unit (farm or section) owned by an owner. In the event a corporation, limited liability company, partnership, limited partnership, religious organization or other similar entity owns a section or farm, it shall be required to provide a certified resolution or minutes from a meeting designating its agent who is entitled to vote at the Owners' meetings. In the event that two or more persons jointly own a section, they shall designate in writing, signed by both of them in advance of the meeting, the identity of the person who is authorized to cast votes at the annual meeting. Any person who holds title to a farm or section in a fiduciary capacity for another may, after providing

proof of the relationship, vote on behalf of that property. Any owner may issue a proxy authorizing another person to vote in his/her/its stead at the annual meeting, but Board Members may not delegate responsibility and vote by proxy at meetings of the Board of Directors. Rules respecting internal operation of the Association shall be set forth in the by-laws. Should the Association fail to address a legal matter relating to the internal operation of the Association, the default law governing internal operation of non-profit corporations in West Virginia, as set forth in the West Virginia Code, shall apply. Farms 25, 26 and 27 will be created from the 33.676 acre residue (This was completed on April 11, 2002. See Map Book No. 9, Page 198) and Farm 32 will be created from the 25.290 acre residue. (Grantor reserves 1.15 acres of said tract on the south side of the Cacapon River, leaving a net of 24.14 acres for Farm 32). See *infra*.

#### 6. RIGHT OF ENFORCEMENT OF DECLARATION AND PROTECTIVE

COVENANTS. The Grantor specifically grants and conveys unto any unit (section or farm) owner, his/her/its heirs, successors and assigns, including the Owners' Association, its elected officers, or successors and assigns, the right to enforce any protective covenants set forth in the body of this deed of conveyance.

#### 7. AMENDMENTS TO THE DECLARATION. The Declaration and Protective

Covenants contained herein shall not be amended before March 31, 2007. Thereafter, the Declaration may be amended only by vote or written agreement of at least sixty percent (60%) of the farms within the subdivision (i.e. 60% of 32 Farms is 20 Farms), except a ninety percent (90%) rule (29 of 32 Farms) pertains to changes affecting the rights guaranteed to owners, their heirs, successors and assigns, to own and enjoy horses within Farms of the River Region. The sixty percent (60%) rule applies to all protective covenants and/or to all matters set forth in the Declaration except as set forth in this paragraph. Where the sixty percent (60%) rule applies, only twenty (20) Farms must vote to approve any amendment to the Declaration at a duly constituted meeting. Before any changes are made to the Declaration and Protective Covenants which further limit the right of any Owner to keep and maintain horses and enjoy the rights granted to Owners, their heirs and assigns, under this Declaration and as shown on the Revised Plat of Survey of Farms of the River Region, ninety percent (90%, i.e. 29 of 32 farms) of the farms within the subdivision must vote to approve such proposed changes to the Declaration. In order to give fair notice to an Owner of any proposed change to the Declaration, any person desiring to make a proposed change or amendment to the Declaration at a regular or special meeting called for that purpose must reduce it to writing using the exact wording that the Association will be requested to approve and mail it to each owner at least fourteen (14) days in advance of the meeting where the amendment is to be considered. Alternately,

the Board of Directors or any Owner may prepare a proposed amended Declaration and circulate it among the membership for execution by the Owners. Any such proposed Amended Declaration should be reviewed by a lawyer before dissemination to the membership to insure that it is in proper legal form for recording at the County Clerk's Office (if signed by the requisite number of Owners). If at least twenty (20) owners affix their signatures to the proposed Amended Declaration, with duly notarized signatures, the Amended Declaration shall be recorded at the County Clerk's Office and will supersede any prior inconsistent portions of the original Declaration, except that as to any changes in the Declaration respecting ownership of horses and the rights guaranteed to the Owners of Farms of the River Region to keep and maintain horses and to use the easements provided for them, a ninety percent (90%) rule applies, and no amendment shall be deemed effective unless adopted by ninety percent (90%) of the owners and so recorded in the deed book records at the office of the Clerk of the County Commission of Hampshire County, West Virginia. In the event an Amended Declaration is adopted and recorded, the original Declaration shall still remain in force and effect except as amended by the Amended Declaration. Any amendments to the Declaration, to be effective, must be recorded in the deed books at the Office of the Clerk of the County Commission of Hampshire County. To be recorded, any Amended Declaration which was adopted by vote at a special or regular meeting of the Owners shall be so certified by the President of the Owners Association, or in his absence, by the Vice President of said Association. Nothing herein shall be deemed to limit the Association or its Board of Directors, if authorized by the membership to do so, from adopting reasonable rules and regulations to reasonably regulate the equestrian easements and protect the animals from disease.

8. PRIMARY RIGHTS-OF-WAYS FOR INGRESS AND EGRESS. The following two rights-of-way are the primary rights-of-way provided for ingress and egress to Farms of the River Region:

A. A fifty foot (50') right-of-way for ingress and egress, shown on the Revised Plat of Survey of Farms of the River Region as the "Maxwelton Road" and the "Great Plains Drive" is reserved from the Springfield Grade Road, a public road, for the benefit of and over, across, through and to the following sections: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32. Note: Farms (Sections) 25, 26, 27 and 32 will be created from the two remainder tracts shown on the Revised Plat of Survey of Farms of the River Region. A supplemental plat will be placed on record once approved by the Hampshire County Planning Commission.

B. A forty foot (40') right-of-way, shown on the Revised Plat of Survey of Farms of the River Region as the "Bear Garden Trail", is reserved from U.S. Route 50, a public road, for

ingress and egress for the benefit of and following sections with U. S. Route 50: 8, 9, 10, 18, 19, 20, 21 and 32. Note: Section 32 will substantially consist of the 25.290 acre remainder shown on the Revised Plat of Survey (1.15 acres on the south side of the Cacapon River will be reserved for merger, at Grantor's discretion, into an adjacent tract of real estate). See Note M on the Revised Plat of Survey of Farms of the River Region, and the detailed map thereof on sheet two of said Revised Plat of Survey.

C. A thirty foot (30') gated right-of-way shown on the Plat of Survey of Farms of the River Region is reserved from the Springfield Grade. This is an ancillary right-of-way which may be used by any Farm or Section Owner of Farms of the River Region, their heirs, successors and assigns. Although this right-of-way shall be gated, it shall only be locked if all owners having the right to use same agree thereto. See Revised Note X, which is situated on the April 10, 2002, Revised Plat of Farms of the River Region recorded on April 11, 2002 in Map Book No. 9, Page No. 195-197. The original plat of survey of Farms of the River Region recorded in said Clerk's Office in Map Book No. 9, Pages 187-189 should not be referred to for any reason as it is completely superseded by the Revised Plat of Survey in Map Book 9, Pages No. 195-197.

9. OTHER COMMON EASEMENTS: The following common easements are provided for

the benefit of the owners of all farms, sections and lots within Farms of the River Region.

A. General Common Easements Benefitting All Owners:

(1) Common Area for River Access and Right-of-Way Easement Thereto: A

Common Area easement is located on Section 17, described on Note V of the Revised Plat of Survey of Farms of the River Region. It includes a twenty foot (20') right-of-way from the main subdivision road to the Cacapon River for the use of all owners, their heirs, assigns, guests and invitees. The Common Area may be laid out by the Board of Directors, if authorized by the Owners Association, to provide for picnic tables, shelters, parking for motor vehicles, barbecue pits, and the like. The Common Area may be accessed on foot, by horseback, or by motor vehicle. See Note V of the Revised Plat of Survey.

(2) General Pedestrian and Equestrian Common Easement: Each farm (and section)

owner, his/her heirs, assigns, guests and invitees, is granted the right to use the main subdivision right-of-way described in Paragraph 8A above, for equestrian and pedestrian travel over, across and through the road system of Farms of the River Region. In addition thereto, a ten foot (10') general equestrian and pedestrian easement is specified on the Revised Plat of Survey for Farms of the River Region to provide the owners, their guests and invitees, of Farms of the River Region horseback and



pedestrian access through Farms of the River Region. See Note Y. It is understood that this easement shall be left in its natural state.

(3) Easement to Remove Shale from Lot: In order to assist the section owners with road maintenance within the Farms of the River Region, each of the owners, their heirs and assigns, of any section or farm of Farms of the River Region is granted the right of entry upon the shale pit located on Farm 14 of Farms of the River, shown on the Revised Plat of Survey of Farms of the River Region, SEE NOTE DD, to remove shale for use in or on all general or limited roadways within Farms of the River Region (except no shale shall be placed on any pedestrian and equestrian trail as it is to remain in its natural state). For a period of two years beginning April 1, 2002, and ending March 31, 2004, any Owner of any Farm, Section or Lot within Farms of the River Region may also personally enter upon Farm 14 and take shale from the designated shale pit situated thereon to build, construct and maintain a private driveway for his/her/its personal farm, tract or unit. Due to the necessity to obtain sufficient shale to maintain roads within the Region, this right to take shale from the shale pit easement for personal driveway use will terminate at midnight on March 31, 2004. Due to the extraordinary wear and tear which will be placed on the Cottage Pine Road from its intersection with the Springfield Grade Road to the shale pit easement, it is understood that the Association shall, from time to time, provide special maintenance on that portion of the Cottage Pine Road which is burdened by truck traffic from the shale pit. Special maintenance may be performed by volunteer Owners or by outsourcing same to third party contractors, at the discretion of the Board of Directors. The sale of shale is strictly prohibited by this Declaration and may also constitute a separate violation of law. The easement to remove shale from the designated easement area shown on Farm 14 for use in maintaining the general or limited roadways located within Farms of the River Region expires on January 1, 2016, after which it is null and void. The Declarant does not guarantee that the volume of shale situate within the shale pit easement will be sufficient to provide for the needs of the Region. This easement is reserved as a convenience for the Owners, to minimize their road costs; and it is understood that if the supply of shale within the easement area is exhausted before the expiration of the easement, the Owners, their heirs and assigns, and the Association, its successors and assigns, will have to separately contract for, purchase and obtain all rock, shale and other materials required for road maintenance.

B. Limited Common Easements Benefiting Less Than All Owners:

NOTE: All limited easements shall be maintained by the Owners who benefit from the use of same, and Owners of farms benefiting from a particular limited easement shall meet at

least annually, or more often, if required, and agree on a budget for maintenance of the limited common easement and share the expense thereof on a pro-rata basis.

(1) For the benefit of Farms 1, 2 and 3, Fairfield Lane, a non-exclusive fifty foot (50') limited common easement for ingress and egress is reserved from the Springfield Grade, a public road, across Tract Two of Edward E. Noble's real estate; thence entering Farm 1 of Farms of the River Region, and thereafter crossing Farm 2, and stopping at the intersection of the boundary of Farm 3. From the point that Fairfield Lane enters Farms of the River Region, said fifty foot (50') right-of-way becomes a right-of-way limited to the use of Farms 1, 2 and 3, their Owners, guest, invitees, heirs and assigns (and shall be maintained by the Association over Farms 1 and 2). See Note R. It is understood that the Declarant will construct Fairfield Lane to the boundary of Farm 2, and no further, since Farm 3 has a right of ingress and egress from the Great Plains Drive. Provided however, the Owner of Farm 3, his/her/its heirs, successors and assigns, shall have the right to enter upon Farm 2 and build, construct and maintain Fairfield Lane across Farm 2 to the boundary of Farm 3 if he desires to do so at his own cost.

(2) For the benefit of Farms 1 and 2, a ten foot (10') pedestrian (excludes equestrians) easement is created to provide each of said Owners, their, guests, invitees, heirs and assigns, access to the Cacapon River. See Note S.

(3) For the benefit of the Owners of Farms 4 and 5, their heirs and assigns, a twenty foot (20') right-of-way or spur road is created from Great Plains Drive over Section 4 and 5. See Note T on the Revised Plat of Survey of Farms of the River Region.

(4) For the benefit of Farms 6 and 7, a twenty foot (20') right-of-way or spur road which intersects Great Plains Drive at the common boundary of Farms 6 and 7, thence running with the division line of said Farms, is reserved for the benefit of the Owners of said Farms, their heirs and assigns. See Note U on the Revised Plat of Survey of Farms of the River Region.

(5) For the benefit of Farms 13 and 14, a thirty foot (30') right-of-way or spur road, known as the Cottage Pines Road, leading from the Springfield Grade, a public road, is reserved over, across and through Farms 13 and 14 in order for the owners of said Farms, their heirs and assigns, to obtain ingress and egress to said real estate. See Note W on the Revised Plat of Survey of Farms of the River Region.

(6) For the benefit of Farms 16, 22, 23, 24, 28, 29, 31 and that part of the 33.676 acre remainder tract which will be designated as Farm 25, a twenty foot (20') wide right-of-way for additional access and ingress and egress of said Farms is reserved from Maxwellton Road. This limited right-of-way includes the general ten foot (10') pedestrian and equestrian easement described

in paragraph 9(A)(2) above. Consistent with the intent that the pedestrian and equestrian easements shall be left in their natural state, it is understood that the twenty foot (20') limited right-of-way described in this paragraph is an additional access, not the primary means of ingress and egress, and shall be left as nearly possible in its natural state. See Note CC on the Revised Plat of Survey of Farms of the River Region. Reference is made to the April 2, 2002, Plat of Survey of Farms 25, 26, and 27 recorded April 11, 2002, in Map Book No. 9, Page 198, for a depiction of Farm 25 of Farms of the River Region.

(7) For the benefit of Farms 8, 9, 10 and 17, a twenty foot (20') right-of-way or spur road leading from Great Plains Drive over, across and through Farms 9, 10 and 17 (ending at boundary with Farm 8) is reserved to provide ingress and egress for each Farm owner, their heirs and assigns. To the extent that this twenty foot (20') right-of-way leads to the Common Area provided on Farm 17 for river access, and for that distance only, it is a general common easement (referred to above in paragraph 9(A)(2)). See Note V on the Revised Plat of Survey of Farms of the River Region.

(8) For the benefit of Sections 18, 19, 20 and 21, which lay entirely on the east side of the Cacapon River, there is reserved a ten foot (10') wide walking easement along the east bank of the Cacapon River, which commenced at the intersection of the river with the southernmost boundary of Section 21, thence running north with the meanders of the bank of the Cacapon River north to the northernmost boundary of Section 18. However, if an obstruction is found at the east river bank, then one may deviate away from the river bank a distance necessary to bypass the obstruction and then return immediately to the river bank. This walking easement may only be accessed from the Common Area located on the west side of the Cacapon River on Farm 17, it being understood that the Owners, their heirs, successors, guests, invitees and assigns, of Sections 18, 19, 20 and 21 shall have the right to enter the Cacapon River at the Common Area designated on Farm 17 by canoe, jon boat, wading, swimming, or any other foreseeable, lawful manner, and once on the opposite shore, to walk, hike, fish, and use as a pedestrian, a ten foot (10') wide strip running the length of the river from the southernmost boundary of the river with Section 21 to the northernmost boundary of Section 18. See Note EE on the Revised Plat of Survey of Farms of the River Region.

C. Utility Easement Reservations: Utility easements are generally described on the Revised Plat of Survey of Farms of the River Region. See Sheets 1 and 2 thereof, and especially Notes AA, BB and N.

10. OTHER MATTERS OF RECORD AFFECTING USE AND ENJOYMENT OF THE

OWNERS:

A. See Note C, a portion of the real estate lies within the boundaries of the Cacapon River. See Note J, approximately 0.80 acres of the subdivision lies within the boundaries of the Springfield Grade, a public road. See Note O, the surveyed areas of each farm, section or tract includes acreage which lies within the subdivision roads.

B. See Note D, the West Virginia Department of Transportation, Division of Highways could claim a different right-of-way than shown on the Revised Plat of Survey. The surveyor relied on the public records at the County Clerk's Office in performing the survey.

C. See Note E. Part of this real estate lies within the hundred year flood plain as established by the applicable federal agency. Although the surveyor has generally disclosed the location of the flood plain, each Owner has a duty to inquire and obtain any necessary permit from the County Officer before building in a flood zone.

D. See Note H. A cemetery is located on Farm 24. The heirs and assigns of the cemetery have rights guaranteed to them by West Virginia Law, including the right of ingress and egress to said cemetery. Any purchaser of Farm 24 is under a duty to further inquire before taking steps which may be inconsistent with the rights of the family who have persons interred in the cemetery.

E. See Note I.

F. See Note K pertaining to setback rule in Hampshire County.

G. Wetlands disclosure: Before building in any area, each owner has a non-delegable duty to determine that the area chosen for further improvement does not lie within a wetland.

H. The real estate herein conveyed is also subject to any rights or easements which may affect same and which are of record in the aforesaid Clerk's Office, and it is expressly understood that the Grantees, their heirs, successors and assigns, take title subject to the protective covenants set forth herein, which run with the land for the benefit of each farm or section owner, their heirs, successors and assign.

I. Randall E. Slonaker, his heirs and assigns, have the right to use a small portion of Slonaker Lane because of prior use. Bernard Pasquier, et als, also claim a right to use the same as necessary for ingress and egress. See Notes X and G on the Revised Plat of Survey of Farms of the River Region.

11. DEFINITIONS: The words farm, section, lot and "unit" may be used interchangeably.

The word Region as used herein refers to Farms of the River Region. Pedestrian, when used in the

context of an easement, shall also be defined to include equestrian, and reference to an equestrian easement shall be deemed to refer to and include pedestrian easement. The Declarant/Grantor is aware that certain Notes on the Revised Plat of Survey of Farms of the River Region may not make reference to pedestrian and equestrian when describing certain easements, and the purpose of this paragraph is to broaden the description, where set forth in the Declaration or the Revised Plat of Survey, to be inclusive rather than exclusive. EXCEPT that with respect to the walking/pedestrian easement described in Note EE, the definition of "pedestrian" expressly excludes horses or equestrian type activities. The use of he, she, they, it and other like pronouns may, from time to time, be used interchangeably, but shall be defined in order to give the proper context to a sentence.

12. THE 33.676 ACRE TRACT and THE 25.290 ACRE TRACT: The Revised Plat of Survey of Farms of the River Region shows two tracts which do not have numbers assigned to them. However, Farms 25, 26 and 27 shall be created from all of the 33.676 acre tract (Note: See Plat Book 9, Page 198 where Farms 25, 26 and 27 have been created from the 33.676 acre residue and recorded on April 11, 2002 at said Clerk's Office), and Farm 32 shall be created from substantially all of the 25.290 acre tract (provided the Grantor/Declarant reserves the right to take a small tract of real estate, approximately 1.15 acres, more or less, lying on the south side of the Cacapon River and merge it into an adjacent tract if he acquires it.) Once created by subsequent subdivision plat recorded by the Declarant, Farms 25, 26, 27 and 32 shall be member owners of Farms of the River Region, and be bound by the Declaration, its protective covenants, and all provisions of this deed of conveyance and entitled to all privileges the same as if they were platted on and a part of the original Revised Plat of Survey of Farms of the River Region. Upon creation of Farms 25, 26, 27 and 32, Grantor/Declarant shall publish and record a Supplemental Plat of Survey of Farms of the River Region in the public records at the Clerk's Office which will show the precise acreage contained in each tract. (Previously done and recorded with respect to Farms 25, 26, and 27. See Map Book No. 9, Page 198).

13. PROTECTIVE COVENANTS PUBLISHED FOR THE BENEFIT OF FARMS OF THE RIVER REGION, THE 33.676 ACRES, AND THE 25.290 ACRE TRACT (EXCEPTING THE 1.115 ACRE TRACT ON THE SOUTH SIDE OF THE CACAPON RIVER IF GRANTOR/DECLARANT SELLS OR MERGES SAME INTO A SEPARATE ADJACENT TRACT.

A. Further subdivision of all sections located within Farms of the River Region is prohibited unless authorized by the Hampshire County Planning Commission. The Planning Commission exempted Farms of the River Region from the Subdivision Control Ordinance upon the premise that all farms located within the subdivision would contain at least twenty (20) acres, except that a waiver of the twenty (20) acre rule has been obtained for what will be designated as Sections

26 and 27, which front on a public road, the Springfield Grade. Farms 25 and 32 each will contain more than 20 acres. Each Grantee, his/her/its heirs, successors, and assigns, has a non-delegable duty to obtain all permits required by county, state or federal law before attempting to subdivide any farm or section obtained from the Grantor, including but not limited to entrance permit from the West Virginia Department of Transportation, Division of Highways, or permit from the Hampshire County Planning Commission, otherwise such action is strictly prohibited. This paragraph may be enforced by the Association, and/or any section owner, his heirs and assigns, and/or the Planning Commission of Hampshire County, its successors and assigns.

B. These farms, sections and tracts are intended to be used as primary residences, second residences, and as small farming units. In addition, a lodge may be constructed to provide for the recreational use of the members of any organization. Home occupations may be conducted by the owner provided that they do not create a burden on the rights-of-way, common easements, limited common easements, or otherwise constitute a nuisance to the owners. Growing and selling organic vegetables, herbs, flowers, and the like, including construction of not more than two greenhouses and one small seed greenhouse on any twenty (20) acre tract is permitted as a home occupation.

C. Consistent with the theme running throughout the covenants that equestrian related activities are permitted, it is understood that any Owner may build and construct barns and other accessory buildings, rings, and from time to time show horses on his/her property.

D. Gardens may be kept and maintained on any section within Farms of the River Region. Light farming may be also conducted, which is defined to include raising of crops and hay and keeping and/or pasturing of a limited number of large exotic or domesticated animals (average weight of twenty-five (25) pounds or more when adult size is reached). However, not more than one head of livestock, including offspring, shall be kept or maintained for each two acres owned.

Examples of large animals which fall within this restriction include but are not limited to: sheep, goats, pigs, cattle, donkeys, and other similar animals whether domestic or exotic. Provided however, while horses are considered large animals and are limited in number by the one animal per two acre rule, foals born to horses kept on the farms shall not be counted when considering the one large animal per two acre rule. Provided further, no more than a total of three pigs or swine, including offspring, may be included in the above mix of animals. Furthermore, no animal shall be kept or maintained in violation of any local, state or federal laws. All animals kept or maintained on a farm shall be suitably restrained by fence or other accessory which keeps the animals restrained from trespassing on rights-of-way, common easements, limited common easements, and/or

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

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

F. The keeping or kenneling of animals by any person, not for profit company, public body, or private corporation is prohibited. This shall not be construed to prohibit the construction of a barn to house horses or other livestock which are legally placed on a section pursuant to these protective covenants, nor shall it be construed to prohibit the construction of housing or pens to care for a determinate number of "small pets" described below.

G. Any owner who desires to do so may keep or maintain a determinate number of domesticated small pets on his property. Examples of small pets include dogs or cats. No more than one small pet, including offspring, for each acre owned may be kept or maintained on any section, provided that no more than four dogs may be permanently kept or maintained on any farm. All small pets shall be tied or otherwise confined to the physical boundaries of each section. Each owner is expected to use reasonable care so that small pets maintained by an owner do not trespass on another owner's property. West Virginia has strict laws which charge an owner or keeper of dogs with liability for damages inflicted by a dog regardless of the disposition of the animal. Each pet owner has a non-delegable duty to inquire with the State of West Virginia or other knowledgeable person concerning his duty as a pet owner.

H. Not more than one single family residence shall be erected on a parcel, and mobile homes or double-wide trailers are prohibited. Modular homes may be placed on the property. A single guest cottage is allowed so long as State and County Health Department regulations are met.

I. The discharge of a firearm on any section containing less than twenty (20) acres is prohibited. So long that it does not violate West Virginia law, an owner and his immediate family (spouse, children and their spouses) may discharge firearms on the owner's farm so long as the unit

contains twenty (20) acres or more. Provided however, West Virginia law makes it unlawful to discharge firearms in certain places where people are likely to gather and/or near dwelling houses and/or across certain types of roads. All section owners have a continuing, non-delegable duty to inquire and ascertain what law regulates the discharge of firearms given the physical location of their farm within Farms of the River Region, vis a vis neighboring sections, houses, roads, easements, and the like, and to strictly comply with the law.

J. The creation, operation or maintenance of a shooting range on a non-profit or for profit basis is strictly prohibited.

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

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

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

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

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

P. Each owner is under a duty to keep his section in a neat and attractive manner. All yards created and maintained in connection with any house constructed on a farm, section or unit shall be regularly mowed, and all fields not being used for pasturing of livestock shall be mowed at least once annually or when the height thereof is at least twenty four inches (24"); provided however, nothing is intended to prohibit an Owner, his heirs and assigns, from farming the grasslands by



growing hay or planting hayfields or other crops. The mowing requirement shall not be interpreted to inhibit an Owner from farming his tract, but may be enforced, at the discretion of the Association, its Board of Directors, or any Owner, if the grounds have been neglected and the grass exceeds twenty four inches (24") in height because of Owner neglect, not because of any genuine plan to farm his land. Any Owner desiring to do so may request the Board of Directors of the Owners Association to lease or attempt to lease his grasslands to local farmers for use as hay.

Q. Reasonable cutting of wood or timber for personal use or for land clearing incidental to construction of a dwelling house or outbuilding is permitted; however, no cutting of wood for commercial purposes is allowed.

R. The use of any off road motorcycle, dirt bike or all terrain vehicles, or similar motorized conveyance within Farms of the River Region is prohibited, unless it is equipped with noise abatement equipment. This paragraph shall not be interpreted to prohibit the use of conventional motorcycles which are licensed, registered and insured for ordinary highway use and used on the public highways of this State. The use of any and all of the above conveyances on the pedestrian and equestrian trail is strictly prohibited. No Owner, his guest or invitee, shall use any general or limited right-of-way located within Farms of the River Region as a track, course, loop or circuit, nor shall he endanger the health of the traveling Owners, their heirs, successors, guests, invitees and assigns, who have the right to use the roads as a means of ingress and egress to their property and the common area.

S. In the event that a farm owner successfully obtains permits from the Hampshire County Commission and additional entrance permits from the West Virginia Department of Transportation, Division of Highways, which authorizes the Owner to further subdivide his farm and otherwise complies with any applicable local, state and federal laws governing further subdivision of real estate, if any, the Owner bears the expense of re-surveying his farm and getting the plat approved by the Hampshire County Planning Commission. Before the plat of survey may be admitted to record, it must also be approved by the Board of Directors of the Association, and the Owner must present proof to the Board of Directors that he/she/it has complied with all matters of law, local, state and federal, affecting further subdivision of said farm, including but not limited to proof that the Planning Commission has approved the plat, and that the West Virginia Department of Transportation, Division of Highways, has issued an entrance permit. Furthermore, the Owner must prove that issuance of said permits will not affect the existing permitted entrance permits or other licenses and permits which Declarant obtained from any county, state, or federal agency for Farms of the River Region. Approval of the further subdivision of any tract shall be demonstrated by the

signature of the President and Secretary of the Association, which shall be affixed to said plat before it is recorded. Any plat recorded without first obtaining these required signatures is not properly admitted to record, and shall not be entitled to use the rights-of-way, easements and common areas within the Farms of the River Region. Any successor lot so created shall be labeled with an "A", i.e. Farm 1A, etc. In addition to all other requirements set forth herein to be approved by the Board of Directors, the plat of survey must, at the very least, provide for and designate set back lines, utility easements, all limited easements, and all common easements. Any newly created farm, lot or section, its owner, and its successors, heirs or assigns, is subject to and shall pay a separate annual assessment for road and common easement maintenance. Said successor lot shall also have a vote at the annual Association meetings, and shall be bound by each and every covenant contained in this deed of conveyance. The Declarant reserves the right to unilaterally create Farm 32 from the remainder of the 25.290 acre residue. Farm 32 is a part of Farms of the River Region, and its Owners, their heirs, successors and assigns, are bound by the terms and conditions of this Declaration and the April 10, 2002 Revised Plat of Survey of Farms of the River Region, and the April 2, 2002 Plat of Survey of Farms 25, 26, and 27, which depicts certain of the general right of way easements.

T. The Declarant agrees to install roads within Farms of the River Region within the road rights-of-way set forth on the Revised Plat of Survey dated April 10, 2002, as limited by the Declaration. The Declarant shall determine the width of all roads. All roads shall be constructed and finished with shale.

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

Although the real estate taxes may be prorated between the parties as of the day of closing, the Grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2003, although same may still be assessed in the name of the Grantor.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, rights-of-way, easements and appurtenances thereunto belonging or in anyway appertaining, unto the said DREW J. TRACY and JULIA L. TRACY, his Wife, Grantees and Parties of the Second Part, in fee simple.

Hampshire Home Builders, Inc., Capon Bridge, West Virginia, and Drew J. Tracy and Julia L. Tracy, have entered into a real estate purchase agreement for the purpose of completing a like-kind exchange under Section 1031 of the Internal Revenue Code.

DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by law, the undersigned grantors do hereby certify that the total consideration paid for the property transferred by the document to which this declaration is appended is \$89,300.00.

WITNESS the following signature and seal.

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

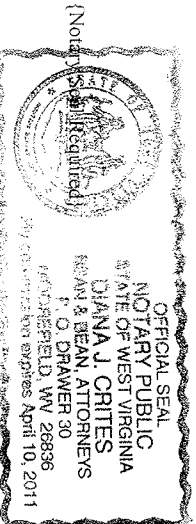
By: B. K. Haynes  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, to-wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2002, by B. K. Haynes, President of B. K. Haynes Corporation, a Virginia corporation, authorized to do business in the State of West Virginia, on behalf of the corporation.

My commission expires 4/10/2011.



Diana J. Crites  
Notary Public

This deed was prepared by:

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

EXHIBIT ONE

Copr. (C) West 2002 No Claim to Orig. U.S. Govt. Works

WV ST S 36B-1-114  
Code, s 36B-1-114

WEST VIRGINIA CODE 1966  
CHAPTER 36B. UNIFORM COMMON INTEREST OWNERSHIP ACT.  
ARTICLE 1. GENERAL PROVISIONS.  
PART I. DEFINITIONS AND OTHER GENERAL PROVISIONS.  
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Current through End of 2001 Sixth Extraordinary Session

s 36B-1-114 Adjustment of dollar amounts.

(a) From time to time the dollar amounts specified in sections 1-203 and 4-101(b)(7) [ss 36B-1-203 and 36B-4-101(b)(7)] must change, as provided in subsections (b) and (c), according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the "Index"). The Index for December, 1979, which was 230, is the Reference Base Index.

(b) The dollar amounts specified in sections 1-203 and 4-101(b)(7), and any amount stated in the declaration pursuant to those sections, must change July 1 of each year if the percentage of change, calculated to the nearest whole percentage point, between the Index at the end of the preceding year and the Reference Base Index is ten percent or more, but

(i) The portion of the percentage change in the Index in excess of a multiple of ten percent must be disregarded and the dollar amounts shall change only in multiples of ten percent of the amounts appearing in this chapter on the date of enactment;

(ii) The dollar amounts must not change if the amounts required by this section are those currently in effect pursuant to this chapter as a result of earlier application of this section; and

(iii) In no event may the dollar amounts be reduced below the amounts appearing in this chapter on the date of enactment.

(c) If the Index is revised after December, 1979, the percentage of change pursuant to this section must be calculated on the basis of the revised Index. If the revision of the Index Changes the Reference Base Index, a revised Reference Base Index must be determined by multiplying the Reference Base Index then applicable by the rebasing factor furnished by the Bureau of Labor Statistics. If the Index is superseded, the index referred to in this section is the one represented by the Bureau of Labor Statistics as reflecting most accurately changes in the purchasing power of the dollar for consumers. (1986, c. 164.)

HAMPSHIRE COUNTY COMM.  
DEED  
Date/Time: 04/19/2002 10:36  
Inst #: 39830  
Book/Page: 413- / 280-  
Recd/Tax: 421.80 / 393.90

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 04/19/2002 10:36 A.M.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office