



b. The Deed from the Seller to the Buyer shall contain a provision as follows, to-wit:

This Deed is made and accepted subject to a restriction that for a period of five (5) years from the recordation of this Deed, the party of the second part shall only cut and remove trees or timber from the portion of the aforesaid tract designated on the attached plat along Chestnutburg Road that are greater than 20 inches in diameter unless such removal is necessary for the construction of roads, the installation of utilities and the construction of buildings and outbuildings. In the event the party of the second part violates this restriction, Wild Rock Homeowner's Association shall be entitled to a judgment against the party of the second part, its successor or assigns, in the amount of ten (10) times the value of the trees or timber cut and removed in violation of this restriction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date hereinabove set forth.

SELLER:

OPTIMA PROPERTIES WV, LLC.
BY: WILLIAM D. FRISCHKORN
MANAGER