

Corrective Deed #2
REGISTRATIONS AND RESTRICTIVE COVENANTS

DATED: 8/14/00

American Acreage LLC is hereby referred to in this document as the "Grantor"

The Reservations and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning lots in Coopers Rock Estates, as below described, or claiming under them.

1. PROPERTIES SUBJECT. These Restrictive Covenants are applicable to the following described Property located in Grant District, Preston County, West Virginia:

Lot No. 1 through Lot No. 30 of Coopers Rock Estates, as more fully shown on that certain plat prepared By WMB ASSOCIATES, dated June 21, 2000 and recorded in the Office of the clerk of the County Court of Preston County, West Virginia, in plat book 2, page 538

AND BEING the same real estate conveyed to American Acreage LLC, from Pat Allen, by Deed dated 12/29/99 recorded in the aforesaid clerk's Office in Deed Book 614, page 1054.

2. HOMEOWNERS ASSOCIATION. Grantor has incorporated a non-profit, non-stock Homeowners' Association known as the "Coopers Rock Estates Homeowner Association," A West Virginia corporation, referred to in this document as the "Association."

- A. As soon as reasonably possible after 60% of the lots of the subdivision have been sold, the Grantor shall schedule the initial meeting of the Association. All members of the Association shall be given at least 20 days written notice of the time/date/place of this meeting. The purpose of this meeting shall be for the election of a President, Vice President and Secretary/Treasurer of the Association. All officers must be owners of lots in the subdivision. At this meeting the officers, who shall be elected by majority vote of those attending the meeting, shall set forth in writing a date for the annual meeting of the Association stating the time/date/place of this meeting and all members of the Association shall be notified in writing of this information within 30 days after this initial meeting. At least 30 days prior to the date of each annual meeting the officers shall notify in writing each member of the Association of the agenda of business that will occur at the meeting including, but not limited to, election of officers and collection of dues and assessments and maintenance of all roads and rights of way within the subdivision. Special meetings may be called as necessary by the officers but a minimum of 20 days written notice shall be given each member of the time/date/place of the meeting and purpose of the meeting. With respect to all meetings no quorum shall be necessary for the election of officers or the discussion for collection of unpaid dues of assessments or other matters reasonably necessary for maintenance of the subdivision. However, a quorum of a minimum of 50% of the members must be present before any vote can be taken on any of the following matters:

Increases or decreases on any dues or assessments; the levy of any special assessments; or modification of the Restrictive Covenants. All officers shall serve without compensation, however, at each annual meeting a budget shall be set aside for operation of the Association which shall include amounts for postage and clerical supplies necessary for communication with the members and copying costs.

- B. Every person or entity, who is a record owner of any lot in the subdivision, shall be a member of Association, and shall be entitled to one (1) vote for each lot owned, except the Grantor, who shall be entitled to two (2) votes for each lot owned. Non-association members, tenants and lessees of owners acquire, by virtue of their residence within the subdivision, the responsibilities of upkeep and maintenance and a duty to refrain from maintaining any violation of these Restrictive Covenants.

- C. The roadways and right-of-ways constructed throughout the subdivision are hereby dedicated to the Association by the Grantor, and are for the use in common of the grantor, lot owners and their respective heirs, successors and assigns. The dedication shall not inhibit convenient use of the Subdivision's roadways.

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D. The Association shall maintain the right-of-way and roads within the subdivision, and shall Assess each lot on a pro rata basis, amounts necessary for the improvement and maintenance of said rights-of-way, not to exceed \$300.00 per lot annually, exclusive of user fees and insurance premiums, as adjusted pursuant to the provisions of West Virginia code 36B-1-114 and 36B-1-203. The road fee shall be \$300.00 per year until otherwise established by the Association. Grantor shall be exempt from any and all assessments. It is the expressed intention that this subdivision is considered a limited expense liability planned community pursuant to 36B-1-203 of the West Virginia code Annotated.

E. Any assessments, together with interest and costs, shall be a lien upon the lot against which such assessment is made. The association shall have the right to file among the land records of Preston County, West Virginia, a duly executed and acknowledged Notice of Lien with respect to each lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.

3. ROADWAYS. Roadways will be constructed within the 50ft. right of way that is shown on the recorded plat in Map Cabinet 2 Page 53B, consisting of an 18ft. to 22ft. stoned gravel road with a prime coat seal.

4. COLLECTION OF DUES AND ASSESMENT. Should the Association be required to resort to legal action to collect any unpaid dues or Assessments the member in question shall be required to reimburse the Association for its legal fees and expenses incurred. However, no legal action shall be taken to collect any unpaid dues or assessments unless the member in question is first given 30 days written notice of the delinquency with a specific notice in writing that if the unpaid dues /assessments are not paid within 30 days of the date of the notice legal action will be brought to collect same and that the member in question shall not be necessary for the members to vote to take action to collect delinquent dues/assessments; this action may be taken at the discretion of the officers provided said 30 day written notice is given.

5. COMMON AREA. Grantor shall grant and convey to the Association, and that latter shall take and accept from the Grantor, the Common Areas, not later than 60 days from the date that 100% of the total lots subject to this declaration have been conveyed to an owner by mortgages, judgment liens, or similar liens or encumbrances. The Common Areas shall be the roadways and walkways shown on recorded subdivision plat of Coopers Rock Estates. Each owner, in common with all other owners, shall have the right and privilege to use and enjoy the Common Areas. Any owner may delegate his right to the use and enjoyment of the Common Areas, to the members of his family, his tenants, invites or contract purchasers who reside on his lot, subject to the right of the association to restrict the number or manner of use by individuals who are not members of owner's immediate family. The rights, privileges, and easements of the owners are at all times subject to the rights of the association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions any may be agreed upon by the owners; provided, however, that no such dedication or transfer shall be effective unless approved by a 2/3 majority vote of the members of the association at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

6. RESIDENTIAL AND AREA USE. All lots shall be used only for residential purposes, and no residence shall be erected, constructed, maintained, used or permitted to remain on any lot other than one single family dwelling of not less than 1500 square feet exclusive of garage, basement or porch.

A. A private storage building may precede the construction of the home. Said storage building shall not at any time be used for living purposes either permanently or temporarily. Storage Buildings shall be constructed of new materials and shall be kept in good repair. After the construction of a single-family residence, other residential related buildings shall be permitted on said lots.

B. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation.

- C. There shall be no single wide trailers, single or double wide mobile homes, or buses. All metal homes, or any derivative of the forgoing situate on any lot as a residence or for storage, either temporarily or permanently.
7. COMMERCIAL USE AND NUISANCE. No store, tavern or other public, commercial, industrial except cottage business shall at any time be maintained or established or permitted upon any lot.
 8. COUNTY SETBACK. No building or any part thereof shall be erected on any lot nearer to any right-of-way lines or front lot lines the TWENTY-FIVE (25) feet, or nearer to any side lot lines or boundaries than TEN (10) feet, or nearer to any rear lot lines than TEN (10) feet. See Item 6 additional setback information relating to utilities.
 9. EASEMENTS. Grantor reserved unto itself, its successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easement of rights-of-way therefore, with the right of ingress for the purpose of installing or maintaining the same on, over, or under a strip of land as follows:

Side and rear: Twenty (20) feet wide at any point along the lot lines of each lot.
Front: twenty (20) feet from lot line.
Such utility easements include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas, and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.
 10. SEWAGE AND WATER. No dwelling shall be occupied on any lot unless there is constructed with a septic system for the disposal of sewage and a well for water source, each of which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any lot. Lots are to be served by individual wells and all wells must be placed a minimum of 100 feet from all septic reserve areas, or as required by the West Virginia Department of Health.
 11. MAINTENANCE. Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage, or rubbish and at all time will maintain the lot in a neat and presentable fashion.
 12. AGRICULTURE. No swine, livestock or poultry shall be raised or bred on any lot, except household pets, such as dogs and cats, which may be kept, provided they are not bred or maintained for commercial purposes. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the subdivision. With suitable facilities and proper fencing, horses and ponies shall be permitted on subdivision lots, provided at least one (1) acre per each horse or pony is fenced for the maintenance of said animal.
 13. FURTHER SUBDIVISION. No lot shall be further subdivided or its boundary lines changed in any way except by the Grantor, as follows:

Grantor, its representatives and assigns, reserve the right to modify the plans of the subdivision plat, to change the size and shape of blocks, sections and lots, and the directions and locations of street and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such lot off from convenient access to public highways, without the consent of the owner.

The relocation of a lot boundary line that does not create an additional lot shall not be considered a subdivision.
 12. OPTIONAL MODIFICATION AND EXPANSION. American Acreage LLC hereby reserves the right to add additional lots to be members of the Coopers Rock Estates Homeowners Association Inc. By recording a document among the land records of Preston County, West Virginia. Said lots may have modified covenants and restrictions but will have the same voting rights and expense obligations as those lots in this declaration. Additional roadways and

common areas may also be added to this declaration and will then become owned by the association and maintained by the expanded Association.

Grantor reserves the right to develop future phases, which will make use of the roadways and utilities within Coopers Rock Estates.

13. **CONFLICT.** In the event of any conflict between the provisions of these Reservations and Restrictive covenants and constraints reflected in the plat of record for Coopers Rock Estates, the constraints of the plat shall govern. Any conflict existing with in the provisions of this instruments itself shall result in application of the most restrictive provision herein. Any existing structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof shall not be considered a violation. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individual's deed of by supplementing these covenants and restrictions by separate recorded instrument.

WITNESS the corporation signature this 14th day of August of 2000.

AMERICAN ACREAGE LLC

By: [Signature]

Its: President

STATE OF Maryland
CITY/COUNTY OF Harrett to wit:

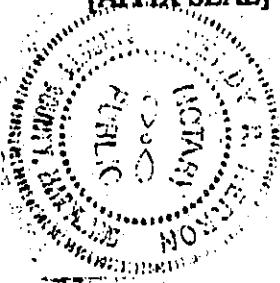
I, Wendy Klesner, a notary public in and for the state aforesaid, do hereby certify that Carol B. Larson, who signed above as President Of American Acreage LLC, has acknowledged this day before me the same to be the act and deed of said corporation.

Given under my hand this 14th day of August, 2000.

[Signature]
Notary Public

My Commission Expires: July 30, 2002

[AFFIX SEAL]



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

I, NANCY RECKART, Clerk of the County Commission of said county, do hereby certify that the foregoing writing was this day produced to me in my said office, and was duly admitted to record therein.

Given under my hand this 14th day of August, 2000, at 12:31P M.

NANCY RECKART, Clerk
By: [Signature], Deputy