

AMENDED, REVISED AND RESTATED
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
RIVER RIDGE SUBDIVISION - SECTIONS A AND B

This Amended, Revised and Restated Declaration of Protective Covenants and Restrictions for Sections A and B of River Ridge Subdivision made and entered into this 1 day of July, 2002, by and among the Owners of Lots in River Ridge Subdivision in accordance with and pursuant to the terms and conditions of the Protective Covenants and Restrictions for River Ridge Subdivision - Section A, recorded in the office of the Clerk of the County Commission of Morgan County, West Virginia in Deed Book No. 99, at page 488.

WITNESSETH:

WHEREAS, River Ridge Properties, a limited partnership, created a real estate subdivision in Cacapon District, Morgan County, West Virginia known as Sections A and B of River Ridge Subdivision, (the "River Ridge Subdivision") all as more fully set forth, described and reflected upon plats (the "Plats") thereof recorded in the aforesaid Clerk's office in Deed Book No. 108, at page 127, Map Book No. 3, at page 107, Map Book No. 4, at page 2, Map Book No. 4, at page 67, Map Book No. 4, at page 135, Map Book No. 5, at page 79; and

WHEREAS, River Ridge Subdivision is subject to the restrictions, covenants, reservations, easements, assessments and charges set forth in the Protective Covenants and Restrictions (the "Protective Covenants") recorded in the aforesaid Clerk's office in Deed Book No. 99, at page 488, initially applicable only to Section A of River Ridge Subdivision, but thereafter made applicable to all of the lots in Section B of River Ridge Subdivision, with an amendment, recorded in the aforesaid Clerk's Office in Deed Book No.108, at page 127; and

WHEREAS, pursuant to paragraph 16 of the Protective Covenants, River Ridge Association, Inc. was formed to establish annual assessment charges for recreation and conservancy areas, road maintenance and other appropriate maintenance, and to administer and enforce the Protective Covenants; and

WHEREAS, Paragraph 17 of the Protective Covenants provides that "all covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from July 1, 1977, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of tracts affected by such covenants has been recorded, agreeing to change said covenants in whole or in part"; and

WHEREAS, an excess of a majority of the current owners of Lots affected by such covenants wishes to change and amend and restate said covenants, restrictions and affirmative obligations as provided for in such Paragraph 17, and the signatures hereinafter appended represent more than a majority of the present owners of tracts affected by such covenants,

NOW, THEREFORE, it is declared that the real property of River Ridge Subdivision Sections A and B, is and shall be held, transferred, sold, conveyed and occupied subject to the following:

ARTICLE I

DEFINITIONS

Section 1.1 "Association" means River Ridge Association, Inc., its successors and assigns.

Section 1.2 "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of The Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 1.3 "The Properties" means all of the Lots and Common Properties set forth upon the Plats.

Section 1.4 "Common Properties" means (i) the area referred to in Article VII and any other real property now or hereafter owned by the Association for the common use and enjoyment of the Owners, and (ii) the common areas as defined in Section 1.9.

Section 1.5 "Lot" means each tract of land shown upon the recorded Plats of the Properties with the exception of the Common Properties referred to in clause of Section 1.4.

Section 1.6 "Member" means each of the Owners.

Section 1.7 "Utilities" means electric, telephone, cable television poles, lines and equipment, stormwater management ditches, drainage ditches and culverts, and any other lines, structures or equipment for any utilities that may become available, including, without limitation, sewer, water, gas or like services.

Section 1.8 The terms "River Ridge Subdivision," "Plats" and "Protective Covenants" are defined in the Recitals. "Permitted Dwelling" is defined in Section 5.4(a).

Section 1.9 "Common areas" means the perpetual easements reserved to the Association and the Owners as provided in Article II.

ARTICLE II

EASEMENTS

Section 2.1 Roads and Rights of Way.

(a) The Association reserves unto itself a perpetual easement over, upon, across, and under each Lot, for the use, construction, maintenance, upkeep, and repair of the roadways and rights of ways, the locations of which are as shown on the Plats.

(b) A perpetual easement is also reserved for the use of the roadways and rights of ways in common, by the Owners, the Association and their respective invitees and guests.

(c) The Association may permit use by the general public, if in the Association's discretion, same becomes necessary for the full use and enjoyment of the Properties by Owners.

Section 2.2 Utilities; Drainage; Slope Control. There is further reserved to the Association a perpetual easement for the erection, maintenance, installation, and use of Utilities if and when available, but with the understanding that the easement for the Utilities and related necessities shall be confined to an area within twenty-five (25) feet on each side of any Lot's boundary lines; provided, however, that the twenty-five (25) foot Utility easement along boundary line or lines which is along a roadway commences where such roadway right of way boundary ceases. In addition, easements for such stormwater management and drainage facilities, and flood plain management as are reasonably necessary are reserved to the Association. Within all reserved easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or materially interfere with the installation and maintenance of Utilities or which may change the direction of or the flow of drainage channels in easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each Lot and any improvement on it shall be maintained continuously by the Owner of the Lot, except those improvements for which the Association, a public authority or utility company is responsible. The Association further reserves a perpetual easement and right-of-way over, across, upon and through each Lot for the construction, maintenance, upkeep and repair of the roadways and rights-of-way, the locations of which are as shown on the Plats, including the right to cut drain ways on the Lots for surface waters whenever and wherever such action may appear to the Association to be reasonably necessary, including the right of ingress and egress to and from the Lots for the purpose of erecting, installing or maintaining slopes along and adjacent to the roads, including cuts and fills of such reasonable width as is reasonably necessary to maintain the roads fully accessible and in a safe manner, it being the intent and purpose of the Association to keep the roads from eroding or sliding or otherwise existing in an unsafe condition. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained by the owner of the Lot except for those improvements for which a public authority or utility company is responsible. The reservation of easements for Utilities shall not be considered an obligation of the Association to provide or maintain any such Utility or service.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Each Owner shall be a member of the Association.

Section 3.2 Voting Rights. The Association shall have only one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each Lot in which the Owner holds the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they amongst themselves determine but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. Each current Owner and each future Owner by acceptance of a deed for a Lot, whether or not it shall be so expressed in said deed, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for general capital improvements, and (3) special assessments for emergencies. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

Section 4.2 Purpose and Allocation of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of all residents in the Properties, and in particular for the improvement and maintenance of the Common Properties, and to defray reasonable expenses of the Association. All assessments shall apply equally in amount to each Lot

Section 4.3 Annual Assessments. Annual assessments may be set, increased and/or decreased by a vote of the Board of Directors of the Association. The Board shall at least annually review current maintenance costs, and replacement costs including a reasonable depreciation reserve and insurance costs, including property, general liability and directors' and officers' liability, and the future needs of the Association, and based on the review may increase or decrease the assessments. No annual assessment shall increase by more than 10% from the prior year without the Members' vote specified in Section 4.5.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost (or repaying indebtedness and interest thereon incurred to fund the cost) of any construction or reconstruction, unexpected repair or replacement of a specified capital improvement upon the Common Properties and perpetual easements, including the necessary fixtures and personal property related thereto. Any such special assessment shall require approval by the Association's Board and by the vote of members required by Section 4.5.

Section 4.5 Required Votes. If any Member's vote is required under Section 4.3 or 4.4, the

measure shall require the approval of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The quorum required for any such action shall be the presence at the meeting of Members in person or by proxy entitled to cast at least twenty-eight (28%) percent of all of the votes entitled to be cast by the Membership.

Section 4.6 Effect of Non-Payment of Assessment. If any assessments hereinbefore or hereafter provided for are not paid by the due date, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

Section 4.7 Exempt Property. All Common Properties referred to in Section 1.4, and Properties to the extent of any easement or other interests therein dedicated and accepted by the local public authority and devoted to public use, shall be exempted from the assessments, charges and liens created under this Article.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No buildings, facilities or other structure, or any material additions thereto shall be erected, or the erection thereof begun, on any Lot until the plans and specifications thereof shall have been first presented to and approved by the Association through its Board of Directors or designated committee, which shall administer the process and all standards established under or in this Article V. Structures and improvements shall conform to these Protective Covenants and to standards, consistent with these Protective Covenants, reasonably promulgated by the Association through its Board of Directors or designated Committee, which shall be subject to change by the Members at any annual or special meeting call for that purpose.

Section 5.2 Approvals and Denials. All approvals and denials of proposals submitted under Section 5.1 shall be in writing. Any denial of a proposal must state the reasons for the decision. Any proposal which has not been rejected in writing within forty-five (45) days from the date of submission shall be deemed approved.

Section 5.3 Proceeding with Work. Upon approval of the Association, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section 5.3, the approval given shall be deemed revoked unless the Association extends the time for commencement.

Section 5.4 Specific Architectural, Design and Related Standards.

(a) Nothing but one single family private dwelling or recreational residence designed for occupancy by any one family (collectively, "permitted dwellings") and appropriate related structures such as garages and storage buildings as may be approved by the Association shall be erected on any Lot, nor shall any Lot be used for any purpose other than private or recreational residential purposes, but the renting or leasing of a permitted dwelling shall not be considered commercial use; provided, however,

that nothing herein contained shall be construed to prevent the use of one building site on two or more Lots; provided further, however, that the Association may in its discretion permit Owners of Lots to build structures on Lots and use them for hobbies, educational or professional purposes.

(b) The ground floor area of any permitted dwelling of two (2) or more floors erected on a Lot shall contain a minimum of eight hundred (800) square feet, exclusive of porches, decks and garages. The minimum area of living space of any permitted dwelling, exclusive of porches, decks and garages, shall be not less than one thousand (1000) square feet.

(c) The Association reserves the right to control the site and location of any house or dwelling or other structure upon any one or more Lots; provided, however, that such a location shall be determined only after reasonable opportunity is afforded the Lot Owner to select a specific site, and shall take account of septic and well-drilling requirements. Any and all liability of increased costs for relocations of dwelling location shall be assumed by the Lot Owner.

(d) The exterior of all houses and other structures shall be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or building due to strikes, fires, national emergencies, or natural calamities.

(e) Each Owner shall construct and maintain suitable and adequate parking space on the Lot for parking of the Owner's and the Owner's guests' vehicles so that the vehicles when parked will not obstruct or interfere with vehicular travel on any of the roadways in the Properties.

(f) Before any permitted dwelling on any Lot is occupied, the Owner must, at the Owner's expense, drill a usable well for drinking water and other purposes and must install a septic system for sewage disposal system approved by the Department of Health of the State of West Virginia, or other health authority having jurisdiction of such a matter. Said septic tank and drainage field or other disposal system must be installed in accordance with lawful rules and regulations, established by the Department of Health of the state of West Virginia. No activity on or use of a Lot shall pollute or cause waste to any spring, drain, or stream on or traversing a Lot.

(g) Mobile homes are prohibited except as allowed in section 6.1.

ARTICLE VI

USE STANDARDS

6.1 Temporary or Movable Structures; Construction Period. Subject to Section 6.2, no trailer, shed, or other temporary or moveable building or facility shall be erected or maintained on any Lot except as may be reasonably necessary for a limited period of time for use in aiding the construction of a permitted dwelling or other approved structure on the Lot, and in no event shall such a trailer, shed, or other temporary or moveable building or facility be maintained on a Lot after completion of the construction.

6.2 Motor Homes; Trailers, etc.

(a) Where a permitted dwelling exists on a Lot, no camping unit, such as a motor home, travel trailer, 5th wheel travel trailer, truck camper, tent trailer, tent or other temporary living quarters, nor any portable fuel tanks, utility trailers, or similar units, may be maintained, stored or

occupied on the Lot unless stored in an approved garage or other approved structure, or otherwise with approval of the Association, or pursuant to rules and regulations established by the Association.

(b) Except as permitted under Section 6.2(c), no unit specified in Section 6.2(a), nor any basement of a partially completed dwelling, garage, barn, shed, or other structure or facility which is not a permitted dwelling shall at any time be used as a residence at a Lot.

(c) Where no permitted dwelling exists on the Lot, no unit specified in Section 6.2(a) shall be maintained or occupied on the Lot, except on a temporary basis for camping use by the Owner and the Owner's guests and invitees while the Owner is actually present, or otherwise in accordance with rules and regulations established by the Association.

6.3 Waste. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish or garbage, or other waste of any type, be allowed to accumulate on a Lot.

6.4 Animals. No animals, livestock, swine, sheep, goats or poultry of any kind, domestic or wild, shall be raised, bred or kept on any Lot, except dogs, cats or other normal household pets which may be kept provided they are not kept, bred or maintained for any commercial purposes. County and State leash and other laws are applicable.

6.5 Timber. Commercial timbering is prohibited. On all river front Lots no trees measuring six (6) inches or more in diameter at three (3) feet above ground level may be removed without the written approval of the Association.

6.6 Subdivision and Combination of Lots. No Lot shall be combined or subdivided, or its boundary lines changed, except as follows: The Association may, in its discretion, at the request of the Owner, re-plat any Lot shown on the Plats in order to create a modified building Lot or Lots. An Owner shall be entitled, on application to the Association, to combine or divide all or part of adjoining Lots if an affected existing Lot will not permit erecting a permitted dwelling in compliance with the normal well and septic requirements of Section 5.4(f). No Lot resulting from any change provided herein shall be less than five (5) acres in Section A or three (3) acres in Section B. The restrictions and covenants herein apply to each Lot so created.

6.7 Vehicles. Drivers of all motorized vehicles, including but not limited to, off road motorcycles, trail bikes, snow mobiles, all terrain vehicles, mini bikes, go carts, riding mowers, tractors, golf carts and dirt bikes, must obey posted speed limits, other posted signs, and rules and regulations established by the Association. Vehicles may not be driven off road on any property other than the Owner's, a Lot as to which the Owner of the Lot has granted permission, or on property owned by the Association in accordance with rules and regulations established by the Association. Drivers must also obey the laws of West Virginia and Morgan County for the operation of motorized vehicles.

6.8 Nuisances. Noxious or offensive activities shall not be carried on or upon any Lot, common property, or common area, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood including, but not limited to, loud or continuous noises from any motorized vehicle.

6.9 Fireworks and Firearms. Subject to Article VIII, no firearms or fireworks of any type are permitted to be used within the Properties.

ARTICLE VII

RIVER RIDGE PARK

7.1 There is a designated conservancy and recreation area which is a part of the Common Properties and which shall be for the use and benefit in common of the Lot Owners, their invitees and guests in accordance with rules and regulations promulgated by the Association. The conservancy and recreation area is designated and shown on the Plats. The Association may designate up to one acre of the conservancy area to be used for storage of maintenance materials and equipment.

7.2 Delegation. Any Owner may delegate his or her right of enjoyment of the Common Properties and facilities to members of his family, his guests, tenants or contract purchasers who reside on the property.

ARTICLE VIII

WILDLIFE; NO HUNTING

No hunting or trapping of wildlife is permitted in The Properties provided that the Association may determine to permit some controlled hunting and trapping to properly and effectively protect the land and to maintain the balance of land and food to game population. In such an event, the Association shall establish rules and regulations for any hunting and trapping in compliance with the laws and regulations administered by the Department of Natural Resources of West Virginia.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Duration; Amendment. All covenants, restrictions, and affirmative obligations set forth in these Protective Covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from July 1, 2002, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of Lots affected by such covenants has been recorded among the land records of Morgan County, agreeing to extend or to change said covenants in whole or in part; provided, however, that these Protective Covenants may be amended at any time by an instrument signed by a majority of the Owners and recorded among the land records of Morgan County.

Section 9.2 No Discrimination. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any Lot Owner or the Association to discriminate or attempt to discriminate against any person, whether a Lot purchaser or prospective purchaser upon resale by a Lot Owner, upon basis of race, creed, color, sex, sexual orientation, or national origin.

Section 9.3 Administration. Whether or not so stated in a particular provision of these Protective Covenants, the Association has power and authority to administer these Protective Covenants and to promulgate rules and regulations for that purpose, subject to the specific provisions hereof and to the requirements of its articles of incorporation and bylaws, and to applicable law.

Section 9.4 Remedies. In the event of a violation or breach of any of these restrictive

covenants by any Lot Owner, or agent, or agent of such Owner, the Association and/or the Owner of any Lot in The Properties, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restrictions, or condition contained in these Protective Covenants, however long continued, shall not be deemed as waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 9.5 Severability. The invalidation by any court of any restrictions in these Protective Covenants contained shall in no way affect any of the other restrictions, and they shall remain in full force and effect.