

FIRST AMENDED
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS
FOR THE MEADOWS AT STONECOAL LAKE
A RESIDENTIAL SUBDIVISION IN
SKIN CREEK DISTRICT, LEWIS COUNTY, WEST VIRGINIA

WHEREAS, Lakefront Development, LLC, hereinafter referred to as "Developer", is the Owner of a certain Tract or parcel of real estate situate in the Skin Creek District, Lewis County, West Virginia; and

WHEREAS, the Developer has laid out a general plan for developing said real estate into individual housing Tracts and certain appurtenant areas for roads and easements as shown on a map or Plat thereof dated February 14, 2002, entitled "The Meadows at Stonecoal Lake, Phase I, Skin Creek District, Lewis County, West Virginia" prepared by Thrasher Engineering, Inc., recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, together with additional phases or Tracts that may be added by developer in the future (the "Development"); and

WHEREAS, the developer has previously executed the "Declaration of Protective Covenants and Reservations for The Meadows at Stone Coal Lake, a Residential Subdivision in Skin Creek District, Lewis County, West Virginia," dated February 26, 2002, and previously recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, on February 26, 2002; and,

WHEREAS, the developer has amended said covenants and intends that these amended covenants replace and amend in its entirety the previously executed covenants; and,

WHEREAS, the Development will be known and identified as "The Meadows at Stonecoal Lake", and

WHEREAS, the Developer desires to sell the lots of The Meadows at Stonecoal Lake and in order to preserve the value and desirability of said real estate all of the lots in said subdivision shall be sold subject to the terms and conditions set forth herein;

NOW, THEREFORE, this ____ day of May, 2006, Developer declares that all Lots or Tracts in the Development, including future Phases, Lots or Tracts within the same plan of Development, shall be and are hereby subject to the covenants, conditions, restrictions, reservations, easements, affirmative obligations and the Articles of Association provided and set

out in this Declaration, and which shall be construed as restrictive covenants running with the land, and which shall inure to the benefit of and be binding upon all parties or persons acquiring land in the Development, their heirs, personal representatives, successors and assigns.

Every party acquiring land in the Development, by acceptance of a Deed or a Contract for Deed of any interest in or to said land shall take such interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have agreed to them whether or not this Declaration shall be expressed or referred to in such Deed or Contract, whether or not the same Shall be executed by any such person, and whether or not such person shall otherwise consent in writing.

ARTICLE I. RESTRICTIVE COVENANTS

1. No lot shall be subdivided, or its boundary lines changed, except with written consent of the Developer.
2. All lots shall be used for residential purposes. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed three stories in height which dwelling may have a garage sufficient to house one, but no more than three standard automobiles.
3. No residential building, garage or storage building shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structures have been approved in writing by the Developer.
4. All residential buildings, garages and storage buildings placed, erected, or altered on any lot shall be constructed using natural cedar siding, log construction, stone or timber frame. It is the Developer's intention to maintain a natural, rustic aesthetic within the The Meadows at

Stonecoal Lake.

5. No dwelling shall be permitted on any lot with usable, heated living space of less than One Thousand Five Hundred (1,500) square feet. No mobile homes, modular homes or other sectional structures shall be permitted in The Meadows at Stonecoal Lake.

6. Absent written consent of Developer:

(a) No building shall be located on any lot nearer than twenty-five (25) feet from the front lot line.

(b) All buildings, including attached garages and porches, shall be situate as near as feasible, on each lot so as to have equal side yards, but in no event shall any building, garage or porch be located nearer than ten (10) feet to an interior (side) lot line nor nearer than twenty feet (20') to a rear lot line.

(c) For the purpose of this covenant, eaves and steps shall be considered a part of a building; provided that this shall not be construed to permit any portion of a building to encroach upon another lot.

7. No fence shall be placed or permitted to remain on any lot.

8. Large satellite dishes are strictly prohibited. Mini-dishes not to exceed two (2) feet in diameter are permitted but must be installed so as not to be visible from the street fronting the lot.

9. No signs of any kind shall be displayed on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a Developer or builder to advertise the property during the construction and sales periods.

10. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be

done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, boat, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary or permanent residence or other appurtenant structure.

12. No trailers, boats or campers shall be parked or stored at or on any lot, except for a reasonable time not to exceed one (1) full day to allow loading, unloading, or cleaning.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are restricted to the area of the Owners residence property or kept on a leash so as not to become a nuisance or annoyance to other lot Owners. Owners shall further clean up after and properly maintain any such household pets.

13.1 No hunting shall be permitted within said subdivision nor undeveloped areas owned by the Developer, its parent company or its subsidiaries.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Incinerators are prohibited. Equipment used for the storage or disposal of said materials shall be kept in a clean and sanitary condition. Trash shall be deposited at collection points designated by Developer. In addition, any and all lawn equipment and all terrain vehicles shall not be stored openly in the front of the home, nor be visible to any street in the subdivision. All lots must be maintained by property Owners. Any lot not maintained as specified will be serviced by the Developer and a fee will be charged to the property Owner for the services rendered.

15. The premises of all lots are to be free of clutter, garbage or trash of any type at all times.

Streets are to be kept clear of dirt and debris. In addition, any and all lawn equipment and all terrain vehicles shall not be stored openly in the front of the home, nor be visible to any street in the subdivision. If removal of said dirt or debris is conducted by the Developer, a charge for removal will be rendered to the party responsible for placing the litter there.

16. Each lot Owner shall provide adequate off street parking for all vehicles owned and kept at each lot location. On street parking shall be prohibited except for occasional use by visitors. All vehicles shall be in operable condition and no stripped, partially wrecked or junked vehicles, or any part thereof, shall be permitted to be parked or kept on any lot or street.

17. No recreational motorized vehicles are permitted on streets in the Development. No motor homes or recreational vehicles are permitted to park on the street. All recreational vehicles must be garaged.

17.1 Hot tubs shall not be permitted in areas which are exposed to a constructed home or to the street.

18. Only such trees as are necessary for construction of a house and garage and reasonable use of a yard may be removed or severed from any lot. Trees shall be removed only upon the express, written approval of the Developer. However, it shall be the responsibility of each lot Owner to promptly remove dead or diseased vegetation. It being the intention of the Developer to preserve and maintain the wooded nature and aesthetic of the land.

19. All governmental building codes, health regulations, zoning restrictions and the like, applicable to said lot now or hereafter made, shall be observed. In the event of any conflict between any provision of any governmental code, regulation or restriction and any provision of these covenants, the more restrictive provision shall apply.

20. All residential utility service lines, including without limitation, electricity, gas, telephone, water, and any and all types of radio and television lines and cables, shall be underground.
21. Developer reserves the right to dedicate and convey any of the roads or easements within the Development to appropriate authorities or entities.
22. Developer reserves the right to alter or amend this Declaration and any such amendments or alterations shall be binding upon and inure to the benefit of the Owners of all Tracts within the Development.
23. The Developer expressly reserves unto itself, its assigns, Owners and affiliates, without the payment of any consideration, the right to use the roads and utilities constructed and installed in conjunction with Development together with the right to use all easements in the Development for the Development of residential or other properties or phases within the Development adjoining, adjacent or within the vicinity of the Development now owned or hereafter acquired by the Developers, its Owners or affiliates, whether or not such residential or other properties are subject to this Declaration or the restrictions contained herein.

Furthermore, Developer expressly retains and reserves unto itself, its assigns, Owners and affiliates.

- (1) The right to connect any adjoining or nearby property to the utilities of the Development and to enter upon any easement herein reserved to connect the same;
- (2) The right to extend such utility easements to the property line of the Development or the Lot or Tract affected;
- (3) The right to use streets, roads and drives as the same were shown upon the Plat or map of

the Development including additional phases or sections of the Development;

(4) The right to expand the Development by adding additional phases or by annexation of nearby real estate and to connect roadways and utility service between said properties;

(5) The right to grant to others the use of said streets, rights-of-way, utilities and easements;
and

(6) The right to sell, set over, assign or otherwise transfer these rights and obligations to public or private associations, corporations or firms and to retain all compensation if any paid therefore provided that all grantees of said easements shall be obligated to pay their proportionate share of the repair, maintenance and replacement of the same.

24. The pursuit of inherently dangerous or undesirable activities or hobbies and the storage of unsightly vehicles, appliances, or other devices or materials are prohibited. Each Owner shall refrain from any act or use of this property which could reasonably cause embarrassment, discomfort, annoyance, or be a nuisance to other Owners. No obnoxious, offensive or illegal activities shall be conducted on any Tract or within the Development.

25. Developers do not own Stonecoal Lake. Access to Stonecoal Lake and adjoining property is expressly limited by previous deeds, conveyances and public dedications.

26. In order to preserve the value and desirability of the Lots or Tracts within the Development and to maintain a consistent, natural, rustic aesthetic within the Development, all residential construction within the Development shall be performed by a builder specifically approved by the Developer. A builder shall only be approved for a single lot, and said approval shall not be considered automatic approval for the continued construction. Developer shall further reserve the right to approve all plans for construction, or amendments thereof.

ARTICLE II. RESERVATIONS

1. The Developer reserves unto itself, its successors and assigns, a right of way and easement ten feet (10') in width along all lot lines for the purpose of, among other things, constructing, maintaining, repairing or replacing lines for utilities and water drainage.
2. The Developer reserves the right to grant to others both in and out of The Meadows at Stonecoal Lake, the use and enjoyment of the streets in said subdivision, as the same now exist or may be hereafter created. Said streets may be used by the Owners of the lots in The Meadows at Stonecoal Lake in common with the Developer, its assigns and successors in title.
3. The Developer reserves the right to grant and convey the streets, roads, or rights or way in The Meadows at Stonecoal Lake to a non-profit corporation, municipality or public utility corporation. Any such conveyance shall be made subject to the rights previously granted unto the Owners of lots in said subdivision.
4. The Developer reserves the right to grant such easements and rights of way as may be deemed necessary for the proper installation of gas, water, sewer, electrical, telephone or other utility lines, over, across or under the streets of said subdivision as may be necessary to assure the proper Development of The Meadows at Stonecoal Lake.
5. The Developer reserves the right to revise the Plat (or Plats) of The Meadows at Stonecoal Lake for the purpose of, among other things, creating or changing the location of Lots, streets or rights-of-ways as well as making minor boundary line adjustments regarding lots owned by the Developer.

ARTICLE III. THE OWNERS ASSOCIATION

1. MEMBERSHIP IN ASSOCIATION. Every person or entity who is a record Owner of an

interest in any Tract in the Development by accepting delivery of a deed or deeds to said Tract or Tracts, accepts membership in "THE MEADOWS AT STONECOAL LAKE HOMEOWNERS ASSOCIATION, INC." ("Association") and shall be a Member thereof. Where any Tract is owned by more than one person or entity, then such Owners shall collectively be a Member. Additionally, the Developer shall be a Member. Each Owner agrees to be bound by the provisions of this Declaration as the same now exists and as hereafter modified. Membership in the Association shall be appurtenant to, and may not be separated from, Ownership of a Tract in the Development; provided, however, that such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

2. FORMATION. The Association is a non-profit corporation under the corporation laws of the State of West Virginia which shall be composed of the Developers and the Owners of Tracts within the Development and the existing subdivision The Meadows At Stonecoal Lake. Each Association Member, including the Developer, shall be entitled to one (1) vote for each unimproved Tract owned by such Member and to two (2) votes for each Tract upon which is constructed a home ready for occupancy (an Improved Tract). When more than one (1) person or entity holds an interest in any Tract, all such persons shall be Members in the Association, and a vote for such Tract shall be exercised as they among themselves determine. In no event, shall more than one (1) vote be cast with respect to any unimproved Tract or two (2) votes with respect to any Improved Tract.

The bylaws of the Association shall provide that at least forty percent (40%) of the Members shall constitute a quorum for a meeting of the Members, will provide for the election and the terms of a board of directors and other provisions necessary for the governance of the

Association.

3. Powers and Duties. The Association shall have all of the powers and duties necessary for the maintenance of the Common Areas and the administration of the affairs of the Association.

Such powers and duties shall include the following:

- a. The operation, maintenance, repair, care upkeep and replacement of the Common Areas.
- b. Determination of the common expenses required for the affairs of the Association, including without limitation, the operation and maintenance of the property.
- c. The assessment and collection of funds from Tract Owners for the common expenses and the payment of such common expenses.
- d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas.
- e. Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- f. Obtaining any insurance that may be required in the name of the Association for the property.
- g. Enforcement of all covenants, restrictions, conditions and obligations of this Declaration.
- h. Obtaining liability insurance covering all property owned by the Association and any activities of the Association.
- i. In accordance with its bylaws, to borrow money for the purpose of improving the Common Areas, easements, rights of way and streets.

j. To suspend the voting rights of a Member for any period of time during which any assessment against his Tract remains unpaid or during which such Member is in violation of any provision of this Declaration.

k. Such other incidental powers assigned to the Association by the Developer or as contained in the bylaws of the Developer, or as may be appropriate to the performance of its duties, including but not limited to, the establishment of a fiscal year for the Association.

4. MEMBER'S EASEMENTS OF ENJOYMENT. Every Member shall have a right and easement of enjoyment in and to the streets, nature trails and recreation areas designated by the Developer, and such easements shall be appurtenant to and shall pass with the title to every Tract, subject to the rights of the Association.

5. COMMON AREAS. There exist or will exist certain Common Areas which, together with the public roads, streets, drives, lanes and sidewalks shall be for the use and enjoyment of Owners, their families, lessees and invitees, and the Developer and its assigns, Owners and affiliates.

6. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT FOR MAINTENANCE. Each Owner by hereafter accepting a deed or other conveyance of any lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

a. Annual assessments.

b. Special assessments to be fixed, established and collected from time to time as hereinafter provided.

c. The annual and special assessments, together with such interest thereon and cost of

collection thereof, as hereinafter provided, 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 such interest, cost, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his, her or its successors in title except as provided herein. The Developer shall be exempt from payment of annual assessments and special assessments.

7. PURPOSE OF ASSESSMENT. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners of Tracts in the Development, and in particular, for the improvement, enjoyment, landscaping and maintenance of the streets, and Common Areas, lighting and other improvements.

8. ANNUAL ASSESSMENTS.

a. Annual assessment shall be due and payable to, and collectible by, the Association at such times and in such manner (including installment payments) as from time to time shall be established by the Members of the Association.

b. The annual assessment shall be established and may be changed from time to time by a majority vote of the Members of the Association in attendance at a meeting duly called.

9. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy from time to time a special assessment for the purpose of defraying, in whole or in part, any appropriate expenses or capital costs of the Association, including without limitation, the cost of any construction, reconstruction, maintenance, upkeep or repair of any

streets or Common Areas or improvements thereon, including the necessary fixtures and personal property related thereto, provided that any such assessment; when levied shall contain the terms and method of payment therefore and shall have the affirmative vote of two-thirds (2/ 3rds) of the entire membership as then constituted, voting to be in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

10. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall have a uniform rate for all improved Tracts, and likewise, a uniform rate for all unimproved Tracts. The Association shall have the power to assess improved Tracts in amounts up to two times the assessment for unimproved Tracts.

11. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; NOTICE OF DUE DATE; CERTIFICATE OF PAYMENT.

a. Annual assessments shall be for the calendar year. The payment of the annual assessments provided for herein shall commence as to each Tract subject hereto on the first day of the month following the conveyance of such Tract by the Developer and for the first year shall be prorated. Thereafter the annual assessment shall be due on January 31 of each year.

b. Written notice of any increase in the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the date that the first payment of such increase is due.

c. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Tract have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

12. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF ASSOCIATION. Any assessment which is not paid when due shall be delinquent. If an assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of New York prime rate plus two percent (2%) per annum. With respect to each assessment or other charges not paid within thirty (30) days after its due date, the Association, acting through its Board of Directors may, at its election, require the delinquent Owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any assessment is not paid within sixty (60) days after its due date, the Association, acting through its Board of Directors may mail a notice to the Owner and to each mortgagee of a Tract and the improvements thereon which has requested a copy of the notice. Such notice shall specify: (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than ten (10) days from the date of actual delivery of the notice to the Owner or date when such notice is mailed to the Owner, by which such default must be cured.

If the delinquent assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Association acting through its Board of Directors may at its option enforce the collection of the assessment and all charges thereon in any manner authorized by law and this Declaration.

13. CREATION AND RELEASE OF LIEN FOR ASSESSMENTS. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on each Tract and the improvements thereon, prior and superior to all other liens except:

- a. All taxes, bonds, assessments, and other levies, which, by law, would be superior thereto, and
- b. The lien or charge of any mortgage (meaning any mortgage or deed of trust given to a lender to secure a loan) made in good faith and for value.

The lien shall become effective upon the recordation by the Board of Directors or its authorized agent of a notice of lien to the Owner in the manner set forth in Chapter 56, Article 2, Section 1 of the Code of West Virginia of 1931, as amended, or by registered or certified mail, return receipt requested and in a form reasonably calculated to inform the Owner of his, her or its liability for payment of the assessment. The Association acting through the Board of Directors shall cause such notice of its lien to be recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, which notice shall contain the following:

1. A legally sufficient description of the Tract.
2. The name or names of the Owner or Owners located upon the Tract.
3. The amount of unpaid assessments due together with the date when each fell due; and
4. The date of recordation.

The notice of lien shall be signed by an authorized representative of the Association. The lien shall relate only to the individual Tract and improvements thereon against which the assessment was levied and not to the Tracts in the subdivision as a whole. Upon payment to the Association of the full amount claimed in the notice of lien, or other satisfaction thereof, the Association shall execute a written release of the lien in the manner set forth in Chapter 38, Article 12, Section 1 of the Code of West Virginia of 1931, as amended. The Association may demand and receive from the applicable Tract Owner a reasonable charge for the preparation and recordation of the release

which shall be recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, wherein the notice of lien was filed.

14. ENFORCEMENT OF LIENS. It shall be the duty of the Association to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration. The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under a deed of trust. In addition, all fees, charges, late charges, fines and interest charged pursuant to this Declaration are enforceable as assessments.

The Association is hereby authorized and empowered to appoint by an instrument recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, a Trustee or Trustees who shall have all of the rights, powers, and authority and shall be charged with all of the duties that are conferred or charged upon them by this Declaration and by the provisions of Chapter 38 of the Code of West Virginia of 1931, as amended. Upon default in the payment of such assessment for which a lien has been perfected as provided in this Declaration, the Association, may direct the Trustee or Trustees to proceed to foreclose on and sell the Tract and improvements thereon against which the assessment was levied, or so much thereof as the Trustee or Trustees may deem necessary to satisfy the secured indebtedness, at public auction at the Courthouse of Lewis County, in the City of Weston, West Virginia, for cash in hand on the day of sale and out of the proceeds of such sale the said Trustees shall promptly pay:

- a. The necessary cost and expenses attending the execution of this trust, including a commission to the said Trustee or Trustees in the amount of \$500.00.
- b. To the Association the full amount due and unpaid thereon, together with all the interest thereon to the date of payment.

In the event of the resignation, death, incapacity, disability, removal, court order or absence from the State, for more than thirty (30) days of the Trustee or Trustees so named, or in the event of his refusal or failure to act when so requested, then and in such event, the Association is hereby authorized and empowered to appoint, by an instrument recorded in the aforesaid Clerk's office, another Trustee (or the Trustees) in the place and stead of the Trustee or Trustees so named, which successor Trustee or Trustees shall have all the rights, powers and authority shall be charged upon t he Trustee or Trustees so named. In the event of sale by the said Trustee or Trustees, such sale shall be made in accordance with the laws of the State of West Virginia, at the date hereof, relating to sales under deeds of trust, with the exceptions herein made. The Trustee or Trustees shall publish a notice of such sale as a Class III Legal Advertisement in compliance with the provisions of Chapter 59, Article 3, Section 21 of the Code of West Virginia of 1931, as amended, and the publication area for such publication shall be the county where the property is located. In addition, such notice of sale shall be posted at the front door of the Courthouse of Lewis County, in the City of Weston, West Virginia, and in addition, a copy of such notice shall be served on the Owner against which assessment was levied or on his or its agent or personal representative, if he or they be within Lewis County, West Virginia, at least twenty (20) days prior to the sate. Every notice of sale by the Trustee or Trustees shall show the particulars as provided by Chapter 38, Article 1, Section 4, of the Code of West Virginia of 1931, as amended. The Association, through its agents, shall have the power to bid on the Tract at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure the occupancy of the defaulting Owner, and the defaulting Owner shall be

required to pay the reasonable rental value for such home during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. A civil action to recover a money judgment of an unpaid assessment or assessments shall be maintainable by the Association without foreclosing or waiving the lien securing the same, but this provision or any institution of civil action to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a civil action initiated pursuant to this section may include reasonable attorneys' fees as fixed by the Circuit Court of Lewis County, West Virginia.

In the event of such default in the payment of assessments hereunder, the Association shall be entitled to pursue any and all the remedies afforded at law.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his, her or its Tract. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

1 5. SUBORDINATION OF THE ASSESSMENTS AND LIEN TO MORTGAGES AND DEEDS OF TRUST.

a. The lien of any assessments (together with interest thereon and cost of collection) authorized herein with respect to any Tract is hereby made subordinate to the lien of any mortgage or deed of trust placed upon such Tract as provided in paragraph 6.14b.

b. Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his, her or its personal obligation to pay all assessments becoming due at a time when he, she or it is the Owner; and no sale or transfer of such property to the mortgagee or to any

person pursuant to foreclosure or pursuant to any proceedings executed upon the property, shall relieve any existing or previous Owner of such property or the subsequent Owner from liability from any assessment provided for hereunder which becomes due after such sale or transfer.

c. Notwithstanding the foregoing, the Association may, at any time, either before or after any mortgage or mortgages are placed on such Tract, waive, relinquish in whole or in part the right of the Association to assessments provided for hereunder with respect to such Tract coming due during the period while such Tract is or may be hold by a mortgagee or mortgagees pursuant to such sale or transfer and such mortgagee or mortgagees shall hold such Tract free of any claim for unpaid assessments against such Tract which accrued prior to the time such mortgage or mortgagees came into such possession.

16. NOTIFICATION OF CHANGE OF OWNERSHIP. Upon a change of Ownership of any Tract, the new Owner shall provide to the Association and Developer (i) a copy of the deed evidencing the change in Ownership and (ii) the names and addresses of such new Owners. Upon receipt of such deed and information, the Association will send any notices required by these covenants to such new Owners at the addresses indicated.

ARTICLE IV. GENERAL PROVISIONS

1. ENFORCEMENT. The Developer or any Owner shall have the right to enforce by a civil action all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or order of the Court shall in no way affect any other provision which shall remain in full force

and effect.

3. PROPERTY OWNER LIMITATIONS. No property Owner, without the prior written approval of the Developer, its successors or assigns, may impose any additional covenants or restrictions on any part of the land in The Meadows at Stonecoal Lake, as shown upon the aforesaid map which may be prepared and recorded.

4. TERM. The covenants and restrictions of this Declaration shall run with and bind the land, for, a term of twenty five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of twenty five (25) years each, unless a written agreement executed by the Developer, its successors or assigns, is recorded in the Office of the Clerk of the County Commission of Lewis County, West Virginia, and which by said written agreement, any of these covenants and restrictions provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the lots.

WITNESS, the following signature and seal:

LAKEFRONT DEVELOPMENT, LLC

By: _____
Alan Terranova
Its Member

STATE OF WEST VIRGINIA;

COUNTY OF KANAWHA, TO-WIT:

The foregoing document was acknowledged before me this ____ day of May, 2006, by
LAKEFRONT DEVELOPMENT, LLC, by Alan Terranova, its Member.

My commission expires: _____

Notary Public

Prepared By:

Marc J. Slotnick, Esq,
Bailey, Joseph & Slotnick, PLLC
500 Virginia Street, East, Suite 600
Charleston, WV 25301
(304)345-4222
marc@wvclosing.com