

12/29/03 PETER
CHAKMAKIAN

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MADDX FARM SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by THZ ENTERPRISES, L.L.C., a West Virginia Limited Liability Company, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Jefferson, State of West Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Maddex Farm Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the Owners, including private streets.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to THZ ENTERPRISES, L.L.C., a West Virginia Limited Liability Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Mortgagee" shall mean the holder of any recorded mortgage or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots, "Mortgage", as used herein, shall include deeds of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies. Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the private streets and parking lots and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Association to suspend the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from an infraction of its published rules and regulations;
- b) The right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then voting members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose;
- c) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon;
- d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than ten (10) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon;
- e) The right of the association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area;
- f) The right of the Association to regulate parking on the Common Area through the granting of easements promulgation of rules and regulations;

g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and

h) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, memberships or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Parking Rights. The Association shall have the right to permanently assign one (1) or two (2) vehicular parking spaces for each Unit, should it so elect.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier;

(i) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 2006.

Notwithstanding the foregoing, in the event of annexation of additional properties of THZ ENTERPRISES, L.L.C., membership shall be revived with respect to all lots owned by the Declarant on the Property, which Class B membership shall cease and be converted to Class A membership, on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot (including all improvements thereon), 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 such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial annual assessment shall be One Hundred Dollars (\$100.00) for Class A members. The Class B member will not be subject to the foregoing assessment, but covenants and agrees to maintain the Common Area without cost to the Association and to fund any budget deficits until the Class B member (Declarant) has conveyed 75 of said Lots to Owners other than Declarant. Notwithstanding the foregoing, Declarant shall pay full assessments on all lots owned by Declarant upon which a dwelling unit has been completed and is occupied.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5) by vote of at least two-thirds (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding month.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots within each building on the first day of the month following the first conveyance of a Lot within a building to a Class A member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments of a specified lot have been paid. A properly executed certificate of the Association with the status of assessments of the Lots shall be binding on the Association on the date of its issuance.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- a) AH properties dedicated to and accepted by a local public authority;
- b) All Common Areas; and

c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of West Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Additional Default. Any recorded first mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article IV and the rights of any mortgagee shall not be altered, modified or diminished by reason of such failure.

Section 11. Reserves for Replacements. The Association may establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned to transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 12. Initial Working Fund. The Board of Directors shall levy an "initial" assessment against the owner of a Lot who is a Class "A" member at the time of conveyance. Such initial assessment shall be in an amount equal to two (2) months of the initial Annual assessment, and shall be used for commencing the business of the Association.

ARTICLE V

ARCHITECTURAL CONTROL

No dwelling, building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it in writing, approval will not be required and this Article V will be deemed to have been fully complied with. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant, its successors or assigns.

ARTICLE VI
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. No lot shall be split, divided, or subdivided by sale, resale, gift devise, transfer or otherwise. No more than one dwelling unit may be erected on any one lot. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling. The terms "dwelling" and "dwelling unit", as used in this Declaration, shall include a townhouse. Nothing contained in this Article VI or elsewhere in this Declaration shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 2. Except as may be permitted by Section 1 of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, provided that, Declarant may use the Property for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in anyway unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Except for Declarant's construction purposes, no trailer, camper, boat or similar equipment shall be permitted to remain on any lot or portion of the Property.

Section 6. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any vehicle(s), the keeping or parking of which in the Common Area violates this Declaration, upon forty-eight (48) hours notice.

Section 7. No junk vehicle or other vehicle, whether motorized or self-propelled, on which current registration plates are not displayed, shall be kept within any Lot or on any part of the Common Area, nor shall the same be ridden upon any streets, roadways, alleys or sidewalks within the Property, nor upon any lot, open area or trail within the subdivision. The Board of Directors shall have the right to tow any vehicle(s), the keeping or parking of which in the Common Areas violates this Declaration, upon forty-eight (48) hours notice. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 8. 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 on the Lot, subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 10. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

Section 11. All Owners or occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for a term of not less than six (6) months.

Section 13. No garage shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Garages may not be converted to living space and must be used primarily for vehicle storage. Except for the purpose of immediate access to the inside of a garage, garage doors shall at all times remain in a closed position. To the extent an Owner owns or has the beneficial use of any vehicles while on the Property all such vehicles shall, to the extent the size of the garage as constructed allows, park said vehicles within the garage with the garage door closed.

Section 14. None of the foregoing restrictions shall be applicable to the activities of:

- a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or
- b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and community facilities.

Section 15. During reasonable hours the Declarant, any member of the Architectural Committee, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VII
EXTERIOR MAINTENANCE

Each owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free from debris, including, but not limited to, the maintenance of lawns and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the By-Laws and approved by a vote of the Board of Directors, the Board of Directors or its agents shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lots and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Article VII shall affect, the rights of the holder of any first mortgage on any Lot (of the indebtedness secured thereby) recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE VIII
PARTY WALLS

The rights and duties of the owners of the lots with respect to party walls shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any party of which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens, and be subject to an easement or that portion of a restrictive covenant and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction of Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner,

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, made additions to or rebuild his residence in any manner which required the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE IX **MANAGEMENT**

Section 1. Management Agent. The Board of Directors may (but shall not be required to) employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services, as the Board of Directors shall authorize in writing.

Section 2. Duration of Management Agreement. In the event any management agent is employed, any management agreement entered into by the Association shall provide inter alia that such agreement may be terminated for cause by either party on thirty (30) days written notice thereof to the other party and without cause on ninety (90) days written notice to the other party. The term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or

terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restriction herein contained or any provision of the By-Laws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the By-Laws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions and any duly appointed amendments thereto of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years each unless terminated by a vote of a majority of the members of the Association.

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended during the first twenty (20) year period after it is recorded only by an instrument executed and acknowledged by not less than ninety percent (90) of Owners. After the first twenty (20) years, this Declaration may be amended by an instrument executed and acknowledged by not less than seventy-five percent (75) of the Owners. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A Member, should there be any Class A members.

Section 5. Annexation. Additional property as described in Exhibit "B" attached hereto and made a part hereof may be annexed to the Property described in Exhibit "A" hereto without the consent of the Class A members of the Association.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for the jurisdiction in which this Declaration is recorded, which Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms bind such additional property to the operation of the provision of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

As long as any lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration that the annexation conforms to a general plan for the development of the community previously approved by the Veterans Administration, or if no such general plan was approved by the Veterans Association, except following the prior written approval of the Veterans Association.

Except as otherwise provided herein, annexations to the Property shall require the consent of two-thirds (2/3) of the Class A members.

Section 6. FHA-VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following action without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

- a) make any annexation or additions other than as provided for pursuant to Section 5 of Article X of this Declaration; or
- b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for any purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 6; or
- c) abandon or terminate this Declaration; or
- d) modify or amend any provisions of this Declaration, the By-Laws or the Articles of Incorporation of the Association; or
- e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 7. Consents by Lenders. Any other provision of this Declaration or the By-Laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the holders of the first mortgages of record on the Lots:

- a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this section 7; or
- b) abandon or terminate this Declaration; or
- c) modify or amend any substantive provision of this Declaration, or of the By-Laws or of the Articles of Incorporation of the Association; or
- d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots, the maintenance of the Common Area walks or common fences and driveways, or the upkeep of lawns and plantings within the Property; or

g) fail to maintain fire and extended coverage on insurance Association Common Area on property on a current replacement cost basis in an amount not less than one hundred percent (100) of the insurable value (based on current replacement cost); or

h) use hazard insurance proceeds for losses to any Association Common Area or property for other than the repair, replacement or reconstruction of such Common Area or property.

Section 8. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which an assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association undertakes "self-management", it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagees of any Lot may pay any taxes, utility charges or other charges levied against any of the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such first mortgagees may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 9. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member

of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities.

Section 11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in anyway to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

ARTICLE XI COMMUNITY FACILITIES

Section 1. Availability of Facilities. Community Facilities may be provided upon completion of the later phases of the Declarant's additional property. All Owners shall have the right to utilize such Community Facilities.

Section 2. Assessments. All Owners shall, as an incident of ownership, be obligated to pay a part of the total assessment for the Community Facilities, as said assessments become due and payable. That portion of the annual assessment attributable to certain costs and expenses associated with the Community Facilities shall be due and payable by all Owners regardless of whether or not the Owner utilizes the Community Facilities; provided, however, the assessment related to the use of the Community Facilities will not be levied until the completion of such facilities.

Section 3. Operation and Management of Community Facilities. The Board of Directors, or its duly appointed agent, shall promulgate rules applicable to the operation and management of the Community Facilities.

Section 4. Lessees of Owners. Owners may permit lessees of their homes to use the Community Facilities upon notification in writing to the Board of Directors (or its duly appointed agent). In such event, persons in the lessee's family may then use the Community Facilities in place of the lessor/Owner,

Section 5. Guests. Guests of Owners (and guests of lessees of Owners) may use the Community Facilities subject to the limitations, guest fees and rules set forth by the Board of Directors, or its duly appointed agent.

Section 6. Liability. Owners (and lessees of Owners) are liable for property damaged by them, their family and their guests.

ARTICLE XII EASEMENTS, ETC.

Section 1. General Easement. The Declarant reserves the right and easement to the use of all areas owned or to be owned by the Association, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner shall have an easement to do so, provided that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore

the surface so entered or crossed to its original condition, at the expense of the said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article V of this Declaration, approval of either the Board of Directors or the Architectural Committee of the Association, unless such approval has been given.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any area owned or to be owned by the Association for the construction of a common cable television system, a common sprinkler, or any other utilities or items for the common enjoyment and/or benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests or invitees.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting and other emergency personnel of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to enter onto the Common Area for the purpose of completing such improvements thereon, and on the Lots, and for the further purpose of correcting any defects in workmanship or materials on the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires. Declarant reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiencies.

Section 7. Encroachment Easement. Each lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments as long as they shall exist.

ARTICLE XIII
DISSOLUTION OF ASSOCIATION

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any common open space by sale, or otherwise, except to an organization conceived and organized to own and maintain the common open space, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate governmental agency.

ARTICLE XIV
SUBJECT TO
MADDEX PROPERTY OWNERS' ASSOCIATION AGREEMENT

The provisions of this Declaration are subject to the provisions of the Maddex Property Owners' Association Agreement dated the 17th day of July, 1990, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 697 at page 737; and the Association formed pursuant to the provisions of this Declaration shall be a member of any Association formed pursuant to the provisions of the Maddex Property Owners' Association Agreement.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 17th day of December, 2003.

THZ ENTERPRISES, LLC

BY: /s/ John J. Thomas, Jr.
John J. Thomas, Jr., Manage

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to wit:

The foregoing instrument was acknowledged before me this 17th day of December, 2003, by JOHN J. THOMAS, JR., Manager of THZ ENTERPRISES LLC, a West Virginia Limited Liability Company.

My commission expires: 12/24/2006

NOTARY
SEAL

/s/ Marili R. James
Notary Public

THIS INSTRUMENT PREPARED BY: Peter L. Chakmakian, Attorney at Law, P.O.
Box 547, Charles Town, WV 25414

EXHIBIT A
DESCRIPTION OF PROPERTY

All the following described parcel of real estate, together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate in the Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

All of those certain parcels of real estate and appurtenances thereunto belonging situate in the Shepherdstown District, Jefferson County, West Virginia, being more particularly designated and described in accordance with a plat entitled Residue of Maddex Farm recorded in the Office of the Clerk of the County Commission in Plat Book 9 at page 5, as "Residue" Lot 2 containing 96.597 acres and "Residue" Lot 2A containing 6.295 acres, as amended by those merger deeds of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 789 at page 360 and Deed Book 789 at page 362, which deeds were made for the purpose of adjusting boundary lines, and as amended by those deeds of record in Deed Book 808 at page 169 and Deed Book 808 at page 172, and as amended by deeds of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 882 at page 327 and Deed Book 882 at page 331.

LESS AND EXCEPTING the following conveyances by Maddex Farm Limited Partnership:

That plat of record in the aforesaid County Clerk's Office in Plat Book 10, at page 58 and 58A as Lot 1, Phase I, Maddex Square Ltd. Partnership.

- 2) Deed to Maddex Construction Company, Inc., conveying Lots 12, 13, 14 and 15 Townhouse Residential Phase II of Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 705 at page 146 and by deed of correction of record in the aforesaid County Clerk's Office in Deed Book 718 at page 112.
- 3) Deed dated July 24, 1992 to Maddex Construction Company, Inc., conveying Lots 6, 7, 8, 9, 10 and 11, Townhouse Residential Phase II, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 719 at page 543.
- 4) Deed dated March 18, 1993 to New Vision Corp., a West Virginia Corporation, conveying Lots 1, 2, 3, 4 and 5 Townhouse Residential Phase II, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 738 at page 374.
- 5) Deed to S&A Custom Built Homes, Inc., conveying Lots 1, 2, 3, 4 and 5, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 775 at page 495.
- 6) Deed dated September 12, 1994 to Henry Walter, III and Dale D. Walter conveying .725 acres identified as Tract 1, on that plat of record in the aforesaid County Clerk's Office in Plat Book 13, page 2, together with the easements therein described, said deed of record in the aforesaid County Clerk's Office in Deed Book 787 at page 574.
- 7) Deed dated October 17, 1994 to S&A Custom Built Homes, Inc., conveying Lot 9, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 790 at page 179.
- 8) Deed dated December 28, 1994 to Leo B. Driehuys and Henrica M.E. Driehuys, conveying merger of Lot 21, Section 1, Phase III, containing .251 acres, Maddex Farm',

of record in the aforesaid County Clerk's Office in Deed Book 795 at page 645, said merger Lot 21 consisting of original Lot 21 and .113 acres of original Lot 20.

9) Deed to Earl M. Miller and Carol A. Miller conveying Lot 10, Section 1, Phase 111, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 795 at page 655.

10) Deed dated May 31, 1995 to Elinore H. Grier conveying merger Lot 13, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 806 at page 417, said merger Lot 13 consisting of original Lot 13 and .0936 acres of original Lot 14.

11) Deed to Grit Enterprises Limited Liability Company, a West Virginia Limited Liability Company, conveying Lots 16, 17, 18, 19 20 and 21, Phase II, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 816 at page 663.

12) Deed dated March 22, 1996, to L&M Associates, a Partnership, conveying Lot 11, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 827 at page 221.

13) Deed dated March 22, 1996, to L&M Associates, conveying Lot 6, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 827 at page 240.

14) Deed dated May 6, 1996 to Clarence J. MacNichols and Kristina C. MacNichols Living Trust conveying merger Lot 15, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 831 at page 55, said merger Lot 15 consisting of original Lot 15 and 0.909 acres of original Lot 14.

15) Deed dated May 24, 1996 to M.J. Sponseller, Inc., a Corporation, conveying Lot 18, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 833 at page 466.

16) Deed dated June 26, 1996 to George S. Veach conveying 1.748 acres as identified as Tract IIB on that plat of record in the aforesaid County Clerk's Office in Plat Book 14, page 17 and 17A, said deed of record in the aforesaid County Clerk's Office in Deed Book 835 at page 712, together with those easements described therein.

17) Deed dated August 2, 1996 to S&A Custom Built Homes, Inc., conveying Lot 16, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 839 at page 522.

18) Deed dated October 4, 1996 to M.J. Sponseller, Inc., a Corporation, conveying Lot 23, Section 3, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 844 at page 489.

19) Deed dated January 29, 1997 to Slane Company, Ltd., conveying Lot IIA, containing 1.726 acres. Phase IV, Maddex Farm, together with the easements described therein, of record in the aforesaid County Clerk's Office in Deed Book 854 at page 466.

20) Deed dated March 14, 1997 to M.J. Sponseller, Inc., a Corporation, conveying Lot 22, Section 3, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 856 at page 693.

21) Deed dated March 14, 1997 to M.J. Sponseller, Inc., a Corporation, conveying Lot 28, Section 3, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 857 at page 355.

22) Deed dated June 9, 1997 to Michael J. Sponseller, conveying Lot 17, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 866 at page 427.

23) Deed dated June 9, 1997 to Michael J. Sponseller, conveying Lot 26, Section 3, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 866 at page 444.

24) Deed dated September 23, 1997 to Michael J. Sponseller, conveying Lot 8, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 877 at page 177.

25) Deed dated November 5, 1997 to Michael J. Sponseller, conveying Lot 7, Section 1, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 880 at page 739.

26) Deed dated November 5, 1997 to Michael J. Sponseller, conveying Lot 12, Section 2, Phase III, Maddex Farm, of record in the aforesaid County Clerk's Office in Deed Book 881 at page 22.

AND BEING that same real estate conveyed from Maddex Farm Limited Partnership, a West Virginia Limited Partnership, to Greater Washington Investments, Inc., a Delaware Corporation, by deed dated the 29th day of May, 1998, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 903 at page 168.

LESS AND EXCEPTING the following conveyance by Greater Washington Investments, Inc., a Delaware Corporation:

Deed dated August 1, 2000 to Hossein Sadeghzadeh and Roy F. Dick conveying Lot 19, Section 1, Phase III of Maddex Farm Subdivision, Lots Nos. 24 and 25 Revised, Section III, Phase III, of Maddex Farm Subdivision, and Lot 27, Section III, Phase III, of Maddex Farm Subdivision, of record in the aforesaid County Clerk's Office in Deed Book 940 at page 424.

AND ALSO BEING the same real estate that was conveyed unto THZ Enterprises, LLC, a West Virginia Limited Liability Company, by deed from Greater Washington Investments, Inc., a Delaware Corporation, dated June 4, 2003, and recorded in the aforesaid County Clerk's Office in Deed Book 975 at page 69.

JEFFERSON COUNTY, WV
FILED
December 22, 2003 14:11:54

JOHN E. OTT
COUNTY CLERK
TRANSACTION No: 2003033749

BOOK OF DEEDS
Book: 00983 Page: 00565