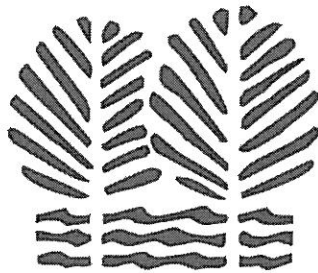


GLADE SPRINGS
DECLARATION OF RESTRICTIONS
PHASE I



THE RESORT AT GLADE SPRINGS
255 Resort Drive
Daniels, WV 25832
304-763-2000

July 1, 1999

Revised April 14, 2004

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**JULY 1, 1999, AMENDED DECLARATION OF RESTRICTIONS
FOR PHASE I OF GLADE SPRINGS, A DEVELOPMENT OF
GLADE SPRINGS LAND COMPANY, IN RALEIGH COUNTY,
WEST VIRGINIA**

Glade Springs Resort Limited Liability Company (successor to Glade Springs Land Company, a West Virginia corporation) and hereinafter referred to as "Company", is the owner of a large tract of real estate, situate in Shady Spring and Richmond Districts, in Raleigh County, West Virginia, having acquired the same by virtue of that certain deed from Slab Fork Coal Company, a corporation, dated April 8, 1969, and of record in the office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 475, at page 553, and certain later deeds.

The Company has developed a portion of the aforesaid tract as a resort community known as "Glade Springs." This resort community includes lots for single family residential units and parcels for multi-family units, such recreational facilities as a clubhouse complex, golf course, tennis courts, swimming pool, parks, playgrounds, greenbelts, parkways and other recreational and common facilities. In keeping with this development. It was declared to be in the best interest, benefit and advantage of the Company as well as the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any property in said resort community, that certain protective covenants and restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land. Company further desires to provide for

the preservation or value and amenities in said resort community and for the continued maintenance and operation of said recreation and common facilities.

In consideration of the premises, the Company agreed with any and all persons, firms or corporations thereafter acquiring any of the property hereinafter described, that the same would be and was thereby subject to the restrictions, easements, liens, conditions and covenants (hereinafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as restrictive covenants running with the land hereinafter described and which were to enure to the benefit of and be binding upon the heirs, successors and assigns of the Company and all other acquiring parties and persons.

The previously referred to Declaration of Restrictions were recorded in the office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 517, at page 79, and was thereafter amended from time to time by amendments also duly of record.

These amendments made this 1st day of July, 1999, on recommendation of the Glade Springs Property Owners Association, Inc. and in accordance with Company's amendment rights set forth in paragraph 3 of Article XI of the Declaration Of Covenants For Phase One Of Glade Springs, said amendments providing that the said protective covenants are amended to read as hereinafter set forth.

Glade Springs Property Owners Association, Inc. (hereinafter sometimes referred to as Association) is an entity chartered by the State of West Virginia on August 6, 1980,

and any Glade Springs property owner is eligible for membership therein and, in fact, a substantial number of the property owners are active members of Glade Springs Property Owners Association, Inc. Association has recommended to Company that the Amended Declaration of Restrictions hereinafter set forth be adopted by Company in accordance with its powers to do so set forth in paragraph 3 of Article XI of the original covenants and Company is doing so with said amended articles to become effective as of January 1, 2000.

ARTICLE I

PROPERTY RESTRICTED

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to this Declaration is more particularly described as follows:

All of those areas marked as residential properties and multi-unit properties as shown and designated on the following: (a) that certain map entitled "Glade Springs Land Company, Daniels, West Virginia, Map For Phase One of Development," made by James E. Cook, R.P.E. dated July 3, 1972, and of record in the office of the Clerk of the County Commission of Raleigh County, West Virginia, in Map Book 11, at page 124, which map is hereby made a part of this Declaration; and (b) that certain map entitled "Glade Springs Land Company, Daniels, West Virginia, Map of Addition to Phase One Land Use Map No. 2," made by James E. Cook, R.P.E. dated May 17, 1976, and of record in the office of the Clerk of the County Commission of Raleigh County, West Virginia, in Map Book 15, at page 40, which map is hereby made a part of this Declaration.

2. OTHER PROPERTY. Only the areas as above described are hereby made subject to this Declaration, provided, however, Company reserves the right to subject other real property owned by it to the restrictions set forth herein as provided in Article X hereof.

ARTICLE II

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Glade Springs" shall mean and refer to that certain resort community known as Glade Springs which is being developed on real property now owned by Company in Raleigh County, West Virginia, together with such additions thereto (unless covered by separate protective covenants) as may from time to time be designated by Company whether or not such additions are contiguous with or adjoin the boundary lines of Phase I of Glade Springs as shown on the map referred to in Article I above.

(b) "Common Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are retained by Company for the common use and enjoyment of all property owners within Glade Springs.

(c) "Residential Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are for the subdivision of lots for single family dwelling units and appurtenances thereto.

(d) "Club Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are retained by Company for the development of golf courses, tennis courts, swimming pools, clubhouses and other facilities as determined by Company.

(e) "Multi-unit Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are for the development and construction of multi-unit complexes, including but not limited to, condominiums, cooperatives, leasehold apartments and dwellings of every type.

(f) "Commercial Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are for development of stores, service areas and other like commercial purposes.

(g) "Reserved Properties" shall mean and refer to the areas so designated on the aforesaid map or maps hereafter prepared and recorded, which areas are retained by Company for any purpose which in the sole opinion of Company is compatible with the over-all development of the resort community.

(h) "Lot" shall mean and refer to any plot of land comprising a single dwelling site within the residential area as said residential area is shown on the aforesaid map or on maps hereafter prepared and recorded.

(i) "Apartment" shall mean and refer to a single family dwelling unit constructed as part of a multi-unit development on the multi-unit properties within Glade Springs, whether the same be a part of a low or high rise multi-unit building or a detached single unit house.

(j) "Property Owner" shall mean and refer to the purchaser, whether one or more persons, of any lot carved from the residential properties and the improvements thereon, if any, or of any apartment purchased on the multi-unit properties.

(k) "Person" shall mean and refer to a natural person, as well as to a corporation, partnership, association, trust or other legal entity.

(l) "Family Unit" shall mean a natural person, his or her spouse and all of their unmarried children.

(m) "Mortgage" shall include deeds of trust and any or all similar instruments given to secure the payment of an indebtedness.

(n) "Architectural Review Board" (ARB) shall be the body having authority and responsibility for approving or rejecting plans for all construction and site improvements on all property within Glade Springs Resort and the Glade Springs General Manager shall himself, or by his representative, serve as chairperson on the board and shall appoint a majority of the board consisting of not less than five (5) persons including himself or his representative as chairperson and not more than seven (7) persons, and the balance of the board shall be named and appointed by the Association through its board of directors.

(o) "Satellite Dishes" shall mean direct broadcast satellite systems, multi-point distribution services, multi-channel multi-point distribution services and local multi-point distribution services receiving transmissions from satellite or ground based transmitters through rounded disks, with metal screens or covers, parabolic (curved rectangle) sheets, with either solid or open grill work or antennas, i.e., straight, branch-like devices of varying length, none of which may exceed one (1) meter in diameter or diagonal measurement.

The use of the masculine pronoun shall include the neuter and feminine, and the

use of the singular shall include the plural where the context so requires.

ARTICLE III

COMMON PROPERTIES

1. OWNERSHIP AND CONTROL. The ownership of all the common properties, including the facilities thereon, shall be exclusively in Company and no other person shall, by the recording of this Declaration, by the recording of the aforementioned map, or by any permissive use, have any proprietary right, title or interest in and to the common properties. Except as herein expressly provided to the contrary, Company shall have complete and sole control and authority to manage and operate the common properties in such manner as it sees fit, including but not limited to the right to formulate rules and regulations regarding the use thereof.

2. USE AND ENJOYMENT. Upon payment of the assessments set forth in Article VIII, the property owner of each lot or apartment shall have the right and privilege to designate one Family Unit to use and enjoy the common properties. Such privilege to use and enjoy the common properties shall be exercisable by only one Family Unit for each lot or apartment at any given time, and regardless of the number of persons who shall own an interest in a lot or apartment at any given time, such privilege shall not be otherwise construed. A property owner shall follow the procedure established from time to time by Company in designating the Family Unit which is to exercise the privilege of using such common properties.

3. DURATION OF PRIVILEGE. The privilege to use and enjoy the common properties shall run with the title to the lot or apartment. Therefore, in the event of the conveyance of a lot or apartment to another property owner, the privilege of the former property owner to exercise the privilege of using and enjoying the common properties shall automatically cease and the new property owner shall have such privilege. Provided, however, Company shall not be required to honor such privilege unless and until the new property owner shall furnish to Company a copy of his deed or other conveyance as the same appears of record, evidencing his ownership of such lot or apartment.

4. SUSPENSION OF PRIVILEGE. Company shall have the right to suspend the privilege to use and enjoy the common properties in respect to any lot or apartment on which any assessment is delinquent, whether the personal obligation to pay the same is that of the present property owner or a previous property owner, for the infraction of Company's published rules and regulations, for the violation of any of these restrictions, or in the sole discretion of Company for any other good and reasonable cause.

ARTICLE IV

CLUB PROPERTIES

1. OWNERSHIP AND CONTROL. The ownership of all of the club properties, including the facilities thereon, shall be exclusively in Company and no other person shall, by the recording of this Declaration, by the recording of the aforementioned map, or

by any permissive use, have any proprietary right, title or interest in and to the club properties. Company shall have complete and sole control and authority to manage and operate the club properties in such manner as it sees fit, including but not limited to the right to formulate rules and regulations regarding the use thereof.

2. USE AND ENJOYMENT. Ownership of a lot or apartment in said Glade Springs does not entitle any property owner to the use and enjoyment of any club properties. Use and enjoyment of said club properties shall be determined solely in accordance with the rules and regulations promulgated in connection therewith by Company.

ARTICLE V

SALE OR LEASE OF PROPERTY

1. LEASING OF STRUCTURES. Any property owner desiring to lease his property may list the same with Company which is available as a leasing agent for property in Glade Springs. Company shall lease the property in accordance with terms specified by the property owner to any person or persons approved by Company and the property owner.

2. SALE BY MORTGAGEE. Should any property now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof, on becoming the owner of such interest through whatever means, shall take subject to the restrictions contained herein. The Seller at any sale under

a power of sale therein contained, shall sell, and the Purchaser shall take subject to the restrictions contained herein.

ARTICLE VI

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every residential lot now or hereafter subjected to this Declaration and to every apartment there applicable.

1. DESIGN AND SITE APPROVAL. No building or other structure shall be erected, placed, changed or remodeled on any lot or other property in Glade Springs Club, nor any site preparation begun by anyone, including Company, until the proposed building plans, specifications, exterior color or finish, plot plans (showing among other things the proposed location of such building or structure, drives and parking areas), landscaping and construction schedule shall have been approved in writing by Company's Architectural Review Board (ARB). Refusal of approval of plans, location or specifications may be based upon any reasonable ground, at the sole discretion of the ARB. No alterations may be made in such plans after approval by the ARB is given except by and with the consent of the ARB. A setback of sixty (60) feet from the front of each house to the center of the street on which it fronts is required; provided the Company can, upon good cause shown, and with the approval of a majority of the Architectural Review Board, grant a variance. No alterations in the exterior appearance

of any building or structure shall be made without approval by the ARB. One copy of all plans and related data shall be furnished to Company for its records. Following completion of construction, occupancy of the property shall not be permitted until landscaping plans are completed or satisfactory assurance is received by the ARB that landscaping will be completed.

2. LIMITATIONS ON STRUCTURES. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage, domestic employee quarters and guest house. No other outbuildings of any type shall be erected or altered without the written approval of Company. Nothing herein contained, however, shall be construed with approval in advance of the Architectural Review Board as preventing the construction of walks, drives, private swimming pools, tennis courts and other appropriate private recreational facilities, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon without the approval of Company.

3. ENCLOSED DWELLING AREA. All proposed dwellings shall have an enclosed dwelling area of a minimum square footage to be approved by Company. The term "enclosed dwelling area" as used herein, does not include terraces, decks, open porches, basements, garages and similar areas. The term shall include, however, screened porches, if the roof of such porch form an integral part of the roof line of the dwelling or

if it is on ground floor of a two-story structure. Every garage must be integral or attached to the dwelling. The dwelling must include a heating system for comfortable winter occupancy.

4. GARAGE AND OFF-STREET PARKING. Each lot owner shall provide garage space for the parking of at least two (2) automobiles and, in addition thereto, shall provide off-street space for parking at least three (3) automobiles. Said garage space and off-street parking space shall be constructed and provided within the lot lines and in further compliance with all reasonable standards established by Company. Said garage and parking facilities shall be completed prior to the occupancy of any dwelling constructed on said property and garage doors shall be kept closed except when being used for ingress or egress. All private driveways shall extend at least forty (40) feet from the center of the common roadway upon which the lot fronts and shall be graded and paved so as to preclude the drainage, slippage and spillage of dirt, gravel, rocks and other substances upon the common roadway.

5. GOLF COURSE AND LAKE SIDE PROPERTIES. Certain lots within the residential properties and apartments on the multi-unit properties shall be adjacent to the golf course and various lakes thereon. The following additional restrictions shall apply to said properties:

(a) Golf Course Lots and Apartments. Owners of golf course lots and apartments shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of any attractive overall landscaping plan

for the entire golf course area. Such actions shall include, but are not limited, to such activities as burning trash when the smoke would cross onto the golf course, and the keeping of untethered or unfenced dogs or other pets under conditions interfering with play due to their loud barking, running on the golf course, picking up balls or other interference with play.

Privately owned golf carts, if used on the golf course, shall require the owner thereof to pay Company an annual trail fee commensurate with the rental fees of a golf cart charged by Company. Also, the owners of such carts must make proper arrangements for the housing of the same and shall not permit the operation of such carts by persons not licensed to operate motor vehicles on public highways.

(b) Lake Side Lots. Owners of lots or apartments with lake frontage shall have the use of said lakes, which use shall be exercised at the property owner's risk and solely within the rules and regulations promulgated by Company in connection therewith. The use of said lake and lake frontage is further restricted as follows:

(i) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in or over any portion of said lake front property, without prior approval of Company.

(ii) Each property owner whose lot or apartment adjoins or abuts a lake shall keep his property trimmed and cut to the water's edge so as to

present a pleasing appearance, maintain the proper contour of the lake bank and prevent erosion. However, except with the prior written approval of Company, the shore line contour of the lake shall not be changed and no property shall be increased in size by filling in the lake and no property shall be dug out or dredged so as to cause the water of the lake to protrude into the property.

(iii) Company shall have the sole and absolute right, but no obligation, to control the water level of each and all of the lakes in Glade Springs. Company shall also have the sole and absolute right, which it can delegate in whole or in part, temporarily or permanently, to another entity if the same chooses to accept such delegation to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on each or all of said lakes.

(iv) No boats, rafts or floating objects of any kind shall be permitted on said lakes and no swimming shall be permitted therein without the prior written consent of Company.

(v) Except with the prior written consent of Company no property owner shall have any right to pump or otherwise remove any water from any lake or stream for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than

surface drainage), rubble, debris, ashes or other refuse or pollution in any of said lakes or streams.

(vi) Company may at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made on all or any of the aforementioned lakes.

6. GENERAL REQUIREMENTS AS TO ALL LOTS AND APARTMENTS.

(a) All structures must be built in strict conformity with the plans and specifications as approved by Company and before any house or apartment may be occupied, it must be completely finished and a certificate of completion must be issued by Company.

(b) Containers for garbage or other refuse shall be underground or properly screened from view. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any property. Any and all equipment, coolers, clotheslines, woodpiles or storage piles (whether temporary or permanent) shall be walled or screened in to conceal same from the view of neighboring lots and apartments, golf courses, roads, streets, waterfronts or open areas. Plans for all screens, walls and enclosures must be approved by Company prior to construction.

(c) All residential utility service lines (including without limitation, electricity, gas, telephone, any and all types of radio and television lines, and cables) shall be underground.

(d) Any mail boxes used shall be of a type consistent with the character of Glade

Springs and shall be placed and maintained to complement the houses in the neighborhood.

(e) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any property or any improvement thereon.

(f) Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, mobile homes, recreational vehicles (except for the purpose of loading or unloading), campers, camper trailers, construction trailers and boat trailers, boats and other water craft shall be parked only in enclosed garages or areas, if any, designated by the Company. Stored vehicles and vehicles which are obviously inoperable or do not have current operating licenses shall not be permitted except within enclosed garages. For purposes of this section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for five (5) consecutive days without the prior approval of Company.

(g) No temporary building shall be permitted except during the construction period of houses and apartments or as a real estate sales office of Company. No garage or out building or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

(h) No artificial vegetation or exterior sculpture or similar items shall be permitted on the exterior of any property without the prior approval of Company.

(i) No helicopter or aircraft of any kind, house trailer, boat, boat trailer, horse

trailer, camper, mobile home, recreational vehicle, tent, tool shed, or any other such temporary article or building shall be permitted; provided however, temporary buildings and the like shall be permitted during the construction period of houses and apartments or as a temporary real estate sales office of Company for the sale of lots and apartments. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

(j) Except with the prior written approval and permission of Company, no water well or other type well shall be sunk or drilled on any property.

(k) Power lawn mowers and other similar motor equipment or machinery of any kind or even hand-operated equipment or tools which creates noise in the operation thereof, except snow removal equipment when needed, shall not be used after 12:00 noon on Saturdays and at no time on Sundays and legal holidays of the State of West Virginia. The use of helicopters, aircraft of any kind, motor boats, motorcycles, trail bikes, motor scooters, go-carts and other motor vehicles of such types is prohibited within the bounds of Glade Springs, except on trails or areas which may be designated for said purposes by Company.

(l) The installation of television antennas and /or satellite dishes (which exceed one meter in diameter) by property owners is prohibited. Satellite dishes in size up to one (1) meter in diameter or diagonal dimension are permitted subject to the following provisions: Installation will be accomplished in locations that are not visible from streets or common areas and, provided that the cost of doing so is not unreasonable, such

satellite or antennas will be obscured by landscaping that is compatible with existing and planned future development and done in a fashion similar to other conditions for approval required under architectural guidelines for such things as air conditioners or trash receptacles. Exceptions to the installation requirement that such satellite dishes not be visible from streets or common areas and obscured by landscaping may be granted where strict enforcement erodes reception quality to an unacceptable level.

(m) No privys or outside toilet facilities shall be constructed or maintained at any time except construction toilet facilities and those shall be without conspicuous signs or logos thereon and shall be located as far from streets as is practicable. Until such time as a community sewerage disposal facility shall be available, all sewerage disposal shall be by septic tanks or other underground disposal facilities approved by the appropriate public health authorities and by Company. When a community sewerage disposal facility becomes available, all property owners accessible to it shall be required to use such facility exclusively and to provide for the connection thereto at their expense. The drainage of surface water into sewer lines in any way is prohibited. Except with the prior written consent of Company, no water discharged from heating or air conditioning systems or from a swimming pool or pools shall be discharged into the sewerage collection lines of the sewerage system.

(n) When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by

Company must be completed in accordance with said plans and specifications within one (1) year after the start of the first construction upon said building plot unless such completion is rendered impossible as a direct result of strikes, fire, national emergencies or natural calamities.

(o) Electric and other lights when in use from dusk to dawn must be subdued and toned down so as to not be objectionable to adjoining property owners

(p) No lot shall be subdivided, or its boundary lines changed, except with the written consent of Company, and any such subdivision or boundary line change, shall not permit the construction of more than one dwelling house on each lot.

(q) Except with the prior written consent of Company no property owner shall have any right to pump or otherwise remove any water from any lake or stream for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other such surface drainage), rubble, debris, ashes or other refuse or pollution in any of said lakes or streams.

(r) No swimming pool, hot tub, portable spa, ponds, tennis courts, basketball courts and no jungle jim, swing sets or similar playground equipment shall be erected or installed without approval in advance by the Architectural Review Board.

7. MAINTENANCE.

(a) All lots, together with the exterior of all improvements located thereon, and all multi-unit properties and apartments thereon shall be maintained in a neat and attractive

condition by their respective property owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. Upon the failure or refusal of any property owner to maintain his property and the exterior of all improvements thereon in a neat and attractive condition, Company may, after fourteen (14) days notice to such owner, enter upon such lot or apartment and perform such exterior maintenance as Company, in the exercise of its sole discretion, may deem necessary or advisable. Such property owner shall be personally liable to Company for the costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot or apartment, enforceable by Company by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give Company the right to enter upon such lot or apartment and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall Company be liable for doing anything reasonably necessary or appropriate in connection with carrying out the provisions herein.

(b) To preserve the natural integrity and beauty of the land and water runoff, no trees, shrubs, bushes or other vegetation having a diameter three (3) inches or more, twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written approval and permission of Company; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly by

the property owner after such dead or diseased condition is first brought to the attention of Company and permission for such cutting and removal has been obtained.

8. RESIDENTIAL USE. All lots sold from the areas marked residential on the aforesaid map and which are the subject of this Declaration shall be used only for private, single family residential purposes and not otherwise. "Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a lot by any person, other than the owner for which the owner received any consideration or benefit, including but not limited to, a fee, service, gratuity or emolument. Residences may be leased only in their entirety. No fraction or portion of a residence may be leased. Short term rental for overnight lodging purposes by Company shall be permitted for Oak Lane Villas, the Presidential Suites and the Manor Houses; provided, however, that Company reserves the right to designate other undeveloped areas which it owns as areas proper for short term rentals, and the Company further reserves the right to designate such undeveloped areas for other purposes, including without limitation commercial, recreational or multi-unit uses. Short term or transient rentals elsewhere in Phase I developed lots and residences is prohibited

9. HOBBIES AND ACTIVITIES. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken without the consent of Company.

10. ANIMALS AND PETS. No horses, mules, ponies, donkeys, burros, cattle,

sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any lot or multi-unit property. Household pets in reasonable numbers shall be permitted, provided they are not raised for commercial purposes. The keeping of untethered or unfenced dogs or the permitting of barking dogs so as to cause discomfort, annoyance or nuisance in the neighborhood where the dogs reside is prohibited.

11. NUISANCES AND UNSIGHTLY MATERIALS. No house or other structure on any residential lot and no apartment shall be used for office or business purposes and rental to transients shall be considered as a business purpose except for Oak Lane Villas, the Presidential Suites, and the Manor Houses and such later developed areas by Company for its resort business as set forth in paragraph 8. Each property owner shall refrain from any act or use of his property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any property. No property shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such property to appear in an unclean or untidy condition or that will be obnoxious to the eye nor shall any substance, thing or material be kept upon any property that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, sorted materials,

wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any property outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event any property owner fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five (5) days after posting a notice thereon or mailing a notice to said owner at his property address, requesting the owner to comply with the requirements of this paragraph, Company may enter and remove all such unsightly items or growth at said owner's expense. By acquiring property subject to these restrictions, each and every property owner agrees to pay such costs promptly upon demand by Company, its agents, assigns or representatives. No such entry as provided herein shall be deemed a trespass.

12. GOVERNMENTAL REGULATIONS. All governmental building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE VII

ROADWAYS AND EASEMENTS

1. RESERVATION OF OWNERSHIP. Company shall own and have the right and privilege to use all of the roads, streets and alleys as shown upon the aforesaid map

and any that may be prepared and recorded hereafter.

2. ACCESS. Without further assent or permit from Company or any other person, the ownership of any lot or apartment now or hereafter subjected to this Declaration, shall include automatically the right to use the roads, streets and alleys within Glade Springs as the same are shown on the aforesaid map or maps hereafter made and recorded. Provided, however, "Common Driveways" shown on said map or maps shall be used only by those persons who own lots or apartments contiguous with said lots or adjoining areas.

3. COMMON DRIVEWAYS. Driveways designated as "Common Driveways," if any, on the aforementioned map or maps, and all driveways similarly designated, if any, on any other map depicting additional property hereafter made subject to this Declaration, shall be used in common by the property owners of the lots or apartments served by such common driveways for ingress and egress from such lots or apartments, said driveways to be used for the passage of motor and other vehicles and for all other lawful purposes in common with the owners of such lots or apartments, provided that such use shall not interfere with the passing in and out of vehicles over such driveways. The property owner of any lot or apartment upon which any portion of such a common driveway is now or hereafter located, shall at his own expense maintain and repair that portion of such common driveway as may be located upon his lot or the proportionate share of said cost which may be assigned to him by virtue of the ownership of an apartment. Maintenance and repair of any such common driveway shall be the responsibility of the property

owners of the lots and apartments served thereby and not in any manner the responsibility of Company.

4. UTILITY EASEMENTS IN ROADS AND OTHER PROPERTIES. Company reserves unto itself, its successors and assigns, the right on and under said roads to erect, maintain and use electric and telephone lines, wires, cables, conduits, gas lines, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities within the rights-of-way of such roads and on such other common, club and reserved properties as are shown upon the aforesaid map or any map which will be recorded hereafter. Company may also cut drain ways for surface water whenever and wherever such action may appear to Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Company, but this reservation shall not be considered an obligation of Company to provide or maintain any such utility or service.

5. UTILITY EASEMENTS ON LOTS. Company hereby reserves for itself and all other lot owners in Glade Springs, an easement over, under or through each lot for the location, installation, maintenance and removal of sewer, gas, water, telephone, television, electric and other utility service lines and the necessary equipment in

connection therewith, which said easement adjoins all side and rear lot lines and is of a width of ten (10) feet. Said utility lines and equipment in connection therewith shall be installed in such a manner so as not to interfere with any buildings constructed upon said lots or to unreasonably interfere with the use or appearance thereof. This reservation shall not be considered an obligation of Company to provide or maintain any such utility service lines or equipment. The owner of the lot constructing such utility lines shall have the responsibility of replacing the surface as it was prior to such construction and shall pay the costs of such line and equipment used in connection therewith. Any other lot owner shall have the right at a later time to tap on such utility line upon payment to the lot owner who constructed the same, of an equal share of its construction and operating costs, provided such utility line is capable of handling such additional service and provided further that such tap on will not create an inconvenience of any kind to the lot owner who had said line constructed.

6. GOLF EASEMENTS.

(a) There is reserved to Company, its agents, successors or assigns, as "Golf Course Maintenance Easement Area" on each lot and multi-unit properties adjacent to the fairways or greens of a golf course. This reserved easement shall permit Company, its agents, successors and assigns, at its election, to go on to any fairway lot or multi-unit properties at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of

grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such properties within thirty (30) feet of the property line bordering the fairway, or such lesser area as may be determined by Company; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with Company a landscaping plan for such lot or multi-unit properties by the owner thereof, or in the alternative, a residence or apartment constructed on the property.

(b) Until such time as a residence or apartment is constructed on a lot or multi-unit property company, its agents, successor or assigns reserves an easement to permit and authorize registered golf course players and their caddies to enter upon said property to play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence or apartment is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle, nor spend unreasonable time on such property, or in any way commit a nuisance while on such property. After construction of a residence or apartment on a Golf Fairway Area lot or multi-unit property, "Out of Bounds" markers shall be placed on said property at the expense of Company.

7. EMERGENCY. There is hereby reserved, without further assent or permit, a general easement to all policemen and security guards employed by Company, firemen,

ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

8. OTHER. Company reserves the right to enter upon any lot or other property for the purpose of grading and clearing underbrush, trash, etc., and to dispose of same as it considers necessary to maintain the health, safety and aesthetic architectural value of the subdivision, at the expense of the property owner, in the event the property owners does not maintain his property in a satisfactory order to comply with proper health, safety and aesthetic architectural value as established from time to time by Company.

9. RIGHT OF ENTRY. Company reserves the right to enter upon the land conveyed at any time to preserve the restrictions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto, and invalidation of any one of these covenants, or part thereof, by judgment or a court order shall in no way affect any of the other provisions, or part thereof, which shall remain in full force and effect, and any written approval by Company, its successors and assigns, or any act shall be subject to any governmental regulations or laws.

ARTICLE VIII

ASSESSMENTS AND COMPANY'S CONTRIBUTION TO FUND

1. CREATION OF ASSESSMENTS. In order to provide a permanent fund (hereinafter sometimes called "assessment fund") to maintain, landscape and repair common properties, roadways, streets, alleys, walkways and like community areas, keep the same in a clean and orderly condition, provide for pest control when needed, security police, and in general provide those services important to the development and preservation of an attractive community appearance, and further, to maintain the privacy, security, and general safety of the residential community, each owner of a lot shall pay to Company a reasonable sum to be determined by Company and at such intervals as determined by Company to be placed in a separate account and to be used exclusively for the purposes hereinabove noted. A person owning an apartment shall be assessed the same amount as a lot owner under the provisions of this Article. Company reserves the right to decrease the said assessment at any time and to increase the said assessment upon giving forty-five (45) days written notice to each property owner.

2. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each lot and apartment now or hereafter subjected to this Declaration is subject to a lien and permanent charge in favor of Company for the assessment hereinabove set forth. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot and apartment against which it relates, and shall also be the joint and several personal obligation of each property owner of such lot or apartment at the time the assessment becomes due, and each property owner hereby covenants, and by the

acceptance of a deed, contract for deed therefor, whether or not it shall be so expressed in any such deed or contract for deed, shall be deemed to covenant and agree to pay the same to Company as and when due.

3. EFFECT OF NONPAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF COMPANY. If an assessment is not paid on the date when due, then such assessment, together with such interest thereon (at the maximum legal rate) and cost of collection thereof shall be a charge and continuing lien on the lot or apartment to which it relates, and shall bind such property in the hands of the then property owner, his heirs, legal representatives, successors and assigns. The personal obligation of the then property owner to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successor in title unless expressly assumed by such successor in title. If such successor in title assumes such prior property owner's personal obligation, such prior property owner shall nevertheless remain as fully obligated as before to pay to Company any and all amounts for which he was obligated to pay immediately preceding the transfer. Such prior property owner and such successor in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior property owner and such successor in title to the contrary.

Any such assessment not paid when due shall bear interest from the due date thereof at the legal rate allowable under West Virginia law, and Company may bring legal action against the property owner personally obligated to pay the same. In the event of

default in the payment of assessments hereunder, Company shall be entitled to pursue any and all remedies afforded at law or in equity, including, without limitation, the right to foreclose Company's lien against the lot or apartment to which it relates and to bring any personal action against the property owner for the collection of such as a debt. Company shall have the power to bid in the lot or apartment at any such foreclosure or other public sale, and to acquire, hold, lease, mortgage or convey same.

4. SUBORDINATION OF THE CHARGES AND LIENS TO MORTGAGES.

(a) The lien and permanent charge of the monthly assessments (together with interest thereon and costs of collection) authorized herein with respect to any lot or apartment is hereby made subordinate to the lien of any mortgage placed on such lot or apartment, if, but only if all such assessments with respect to such lot or apartment having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the property owner; shall not relieve such property from the lien

and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure) and no sale or transfer of such property to the mortgagee or to any other person pursuant to foreclosure, or pursuant to any proceedings executed upon the property, shall relieve any existing or previous property owner of such property or the then and subsequent property owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, Company may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim in whole or in part the right of Company to assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

5. EXEMPT PROPERTY. Each lot and apartment which is now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while originally owned by Company. All streets and alleys, common properties, club properties, multi-unit properties, commercial properties and reserved properties, while owned by Company, shall also be exempt from the assessments, charges and liens created herein.

6. COMPANY'S CONTRIBUTION. Company's contribution to the assessment fund shall be 0.75% of gross sales from its operations, excluding real property sales, as the Company's share of the maintenance of the roads, common areas and security

heretofore mentioned.

7. FINANCIAL REPORTS. Detailed financial statements describing the assessment fund created by this Article VIII and financial information about Company sufficient to verify Company's contribution shall be furnished by Company to each property owner beginning in the year 2000 within ninety (90) days of the close of the previous calendar year or fiscal year as the case may be, to be preceded at the beginning of such calendar year or fiscal year as the case may be with a detailed proposed budget for said assessment fund; provided, that Company may furnish the detailed financial information required to fulfill this obligation by means of a certification from its Chief Financial Officer who is responsible for its financial records, stating the Company's contribution is in compliance with paragraph 6 hereof. In addition, the Company will show the basis for its calculations to a committee of three members of the Property Owners Association Board of Directors. Upon the failure of Company to comply with the year-end reporting requirement and upon ten (10) days notice to the Company by the Association in writing of such failure, the Property Owners Association may render an invoice to the resort in the amount of \$1,000.00 which shall promptly be paid by the Company; however, the payment of this sum shall not relieve Company of its continuing obligation to furnish the required financial information.

ARTICLE IX

MULTI-FAMILY PROPERTIES

APPLICABILITY OF RESTRICTIONS. All apartments located on the multi-unit properties, as shown on the aforesaid map or maps hereafter prepared and recorded, shall be subject to all of the covenants, restrictions, easements, assessments and liens set forth in this Declaration, with the exception of Paragraphs 2, 3, 4 and 8 of Article VI.

ARTICLE X

ROAD SAFETY

1. Road vehicles. "Road vehicles" as used in this article unless a different meaning is specified, include all motor powered land vehicles such as trucks, automobiles, snowmobiles, motorcycles, minibikes, all terrain vehicles, golf carts and all other types of recreational vehicles whether operated upon the Company's roads, upon other property of the Company, or upon the lots of Property Owners.

2. West Virginia Highway Laws. All West Virginia highway laws now in effect as to the manner and method of operation of motor vehicles upon public highways apply to road vehicles in use upon Company roads.

3. Operators of Motor Vehicles. All operators of motor vehicles on Company roads are required to have a current vehicle driver's license.

4. Speed Limits. The maximum speed limit for road vehicles on Company roads is 45 miles per hour, except for lesser speed limits posted by signs erected by Company.

5. Violations By Guests. A guest whose driving privileges within Glade Springs Resort have been revoked by the Company for violations of road safety rules shall not,

after such revocation, drive any vehicle through the gate or drive upon any Company road for the term of such revocation.

6. Violations By Property Owners. Property Owners, or members of their families, or employees of Property Owners, who are cited for violations of the road safety rules or whose members of the family or agents and employees are cited for the same are subject to the following actions:

First violation: written warning to Property Owners.

Second violation: A fine of not more than \$50.00.

Third violation: Revocation of driving privileges within Glade Springs after which such Property Owner, family member or agent shall not drive any vehicles through the gate or drive upon any Company road for the term of such revocation, all of which may be imposed by Company.

ARTICLE XI

OTHER PROPERTY

1. SUPPLEMENTAL DECLARATIONS. Without further assent or permit, Company, for itself, its successors and assigns, hereby reserves the right exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Glade Springs by filing for record a Supplemental Declaration in respect to the property to be then subject to this Declaration.

2. PROVISIONS OF SUPPLEMENTAL AND OTHER DECLARATIONS. Any

such Supplemental Declaration to this Declaration, or any such other declaration (including any Supplemental Declaration thereto) may set forth and provide for the same covenants and restrictions set forth in this Declaration; provided, however, any such Supplemental Declaration to this Declaration, or any such other declaration (including any Supplemental Declaration thereto) may contain such modifications of the covenants and restrictions set forth in this Declaration and such additional provisions as may be necessary to reflect the different character, if any, of the property subjected thereto; provided further, any such instrument shall not revoke, modify, or add to the covenants and restrictions hereby made applicable to the areas described herein.

ARTICLE XII

GENERAL PROVISIONS

1. COVENANTS RUN WITH LAND. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them and shall remain in full force and effect until the first day of January A.D. 2025 and thereafter said covenants and restrictions shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to the month of January A.D. 2025 or within six (6) months preceding the end of any successive twenty-five (25) year period, as the case may be, a written agreement executed by the then owners of two-thirds of the lots and apartments shall be placed of record in the office of the Clerk of the County Commission of Raleigh

County, West Virginia, and which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these amended covenants and restrictions, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

2. PROPERTY OWNER LIMITATIONS. No property owner without the prior written approval of Company may impose any additional covenants or restrictions on any part of the land shown on the aforesaid map.

3. AMENDMENT. Company reserves and shall have the sole right (a) to amend these covenants and restrictions upon thirty (30) days written notice to the Glade Springs Property Owners Association and the property owners, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend these covenants and restrictions upon thirty (30) days written notice to the property owners; (c) to include in any contract or deed or any instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines

and provisions hereof relating thereto) if Company, in its sole judgment, determined such violation to be a minor or insubstantial violation.

4. ENFORCEMENT. If any person shall violate or attempt to violate any of these restrictions, it shall be lawful for the Glade Springs Property Owners Association or for any person owning any property within the subdivision above named or other property of the same subdivision as may be shown on other maps recorded in the office of the Clerk of the County Commission of Raleigh County, West Virginia, wherein such properties are situate (or having any interest therein) to prosecute the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person from so doing such acts or to recover damages or other dues for such violation. Any failure by Company or the Association or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment of court shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

[Amendment]

5. DELEGATION AND ASSIGNABILITY. Company shall at all times and from time to time have the right to delegate any and all functions herein reserved to Company. Further, notwithstanding any other provision contained herein to the contrary, Company shall have the right at all times and from time to time to fully transfer, convey, and assign all or any part of its right, title and interest under the Declaration as well as its

right, title and interest (whether real or personal) provided however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Company also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

6. HEADINGS AND BINDING EFFECT. Headings are inserted only for convenience and are in no way to be construed as defining, limiting or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and enure to the benefit of the respective heirs, executors, successors and assignees of Company and all persons claiming by, through or under Company.

IN WITNESS WHEREOF, Glade Springs Property Owners Association, Inc. has recommended these amendments to be made and has caused this instrument to be executed by its President, and Glade Springs Resort Liability Company has caused this instrument to be executed by its duly authorized officer, all as of the 1st day of July, 1999.

GLADE SPRINGS PROPERTY OWNERS
ASSOCIATION, INC.

By Richard A. Fliess
Its President

GLADE SPRINGS RESORT LIMITED
LIABILITY COMPANY

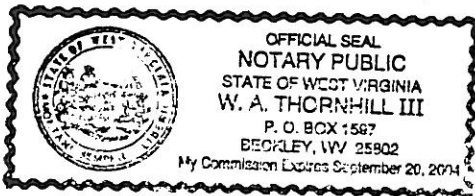
By Edward J. King
Its President

STATE OF WEST VIRGINIA,
COUNTY OF RALEIGH, TO WIT:

I, W. A. Thornhill III, a Notary Public of said county, do hereby certify that Richard A. Fliess, who signed the foregoing writing for GLADE SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a corporation, bearing date the 1st day of July, 1999, has this day, before me, in my said county, acknowledged said writing to be the act and deed of said corporation.

Given under my hand this 1st day of July, 1999.

My commission expires: Sept 20, 2004



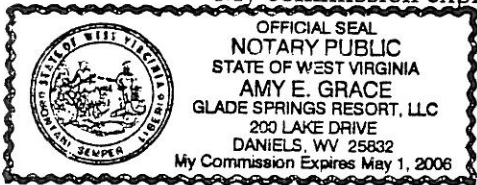
W. A. Thornhill III
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF RALEIGH, TO WIT:

I, AMY E. GRACE, a Notary Public of said county, do hereby certify that Edward J. King, who signed the foregoing writing for GLADE SPRINGS RESORT LIMITED LIABILITY COMPANY, a corporation, bearing date the 1st day of July, 1999, has this day, before me, in my said county, acknowledged said writing to be the act and deed of said corporation.

Given under my hand this 2nd day of July, 1999.

My commission expires: May 1, 2006



Amy E. Grace
Notary Public

This Declaration was prepared by
W. A. Thornhill III, Attorney at Law,
129 Main Street, Beckley, WV.

Return: →

BETTY RIFFE
RALEIGH County 02:29:00 PM
Instrument No 50129055
Recorded Date 04/14/2004
Document Type MISC/R
Book-Page 5012-9055
Rec. Fee 5.00 1.00

**AMENDMENT TO
JULY 1, 1999, AMENDED DECLARATION OF RESTRICTIONS FOR PHASE I OF
GLADE SPRINGS, A DEVELOPMENT OF GLADE SPRINGS LAND COMPANY, IN
RALEIGH COUNTY, WEST VIRGINIA**

Glade Springs Resort Limited Liability Company, A West Virginia Limited Liability Company and hereinafter referred to as "Company", and the Glade Springs Property Owners Association, Inc., a West Virginia Corporation, (now named " Phase One and Farms Property Owners Association, Inc." pursuant to an amendment duly filed with the West Virginia Secretary of State) made, prepared, and recorded the JULY 1, 1999, AMENDED DECLARATION OF RESTRICTIONS FOR PHASE I OF GLADE SPRINGS, A DEVELOPMENT OF GLADE SPRINGS LAND COMPANY, IN RALEIGH COUNTY, WEST VIRGINIA, recorded in Book 5000 at page 1608, which said document amended the original DECLARATION OF RESTRICTIONS FOR PHASE I OF GLADE SPRINGS, A DEVELOPMENT OF GLADE SPRINGS LAND COMPANY, IN RALEIGH COUNTY, WEST VIRGINIA recorded in the Office of the Clerk of the County Commission of Raleigh County, West Virginia in Deed Book 517 at page 79. Under Article XII, GENERAL PROVISIONS, paragraph 3, AMENDMENT, Company has the sole right to amend the covenants and restrictions upon thirty days written notice to the former Glade Springs Property Owners Association, now named Phase One and Farms Property Owners Association, Inc. and the property owners.

Subsequent to the adoption and recording of the amended declaration of restrictions, the Company has determined that it would be desirable and necessary for the adequate enforcement of the restrictions to amend the AMENDED DECLARATION

OF RESTRICTIONS to allow for the imposition of fines against persons violating the restrictive covenants of Glade Springs, with said fines to be recordable as an assessment lien against the individual property.

NOW, THEREFORE, Glade Springs Limited Liability Company, and the Phase One and Farms Property Owners Association, Inc. hereby agree to amend the JULY 1, 1999, AMENDED DECLARATIONS OF RESTRICTIONS FOR PHASE I OF GLADE SPRINGS, A DEVELOPMENT OF GLADE SPRINGS LAND COMPANY, IN RALEIGH COUNTY, WEST VIRGINIA, by changing Article XII, Paragraph 4, ENFORCEMENT by adding the following paragraph to Paragraph 4:

If any person shall violate any of the restrictive covenants contained in these restrictions, Company may assess a reasonable fine against the offending property owner and record the same as an assessment lien against the property in the Office of the Clerk of the County Commission of Raleigh County. The amount of the fine shall be determined by Company in its sole discretion. The right to impose a fine under this paragraph shall be in addition to, and shall not bar, any other rights or remedies the Company, Phase One and Farms Property Owners Association, Inc. or any person owning property within the subdivision may have to enforce the restrictions including, but not limited to, legal proceedings for injunction or money damages. Any such fines collected under this paragraph shall be timely deposited in an account controlled by Company and shall be applied to costs and expenses incurred in corrective action taken related to the violation or for the common good of Glade Springs property owners.

GLADE SPRINGS RESORT LIMITED LIABILITY COMPANY,
A WEST VIRGINIA LIMITED LIABILITY COMPANY,

BY Brian Johnson
ITS Vice President

PHASE ONE AND FARMS PROPERTY OWNERS
ASSOCIATION, INC, A WEST VIRGINIA CORPORATION

BY Richard A. Fliess
ITS PRESIDENT

STATE OF WEST VIRGINIA,

COUNTY OF RALEIGH, TO-WIT:

I, REBECCA G. CALLAWAY, a Notary Public in and for said county and state, do hereby certify that Glade Springs Resort Limited Liability Company, A West Virginia Limited Liability Company, By BRIAN JOHNSON, Its Member/Manager whose name is signed to the foregoing writing bearing date the 13th day of April, 2004, has this day acknowledged the same before me in my said county, to be the act and deed of said company.

Given under my hand this the 13th day of April, 2004.

My commission expires: August 10, 2004
Rebecca G. Callaway
Notary Public

STATE OF WEST VIRGINIA,

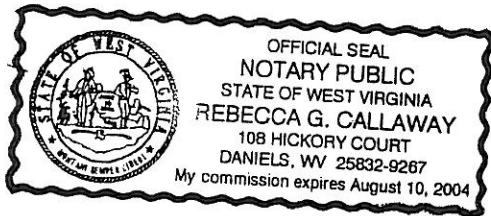
COUNTY OF RALEIGH, TO-WIT:

I, REBECCA G. CALLAWAY, a Notary Public in and for said county and state, do hereby certify that now named Phase One and Farms Property Owners Association, Inc., a West Virginia Corporation, by Richard A. Fliess, its President, whose name is signed to the foregoing writing bearing date the 13th day of April, 2004, has this day acknowledged the same before me in my said county, to be the act and deed of said corporation.

Given under my hand this the 13th day of April, 2004.

My commission expires:

August 10, 2004
Rebecca G. Callaway
Notary Public



THIS DOCUMENT PREPARED BY:
CLYDE A. SMITH, JR.
Attorney at Law
Beckley, West Virginia