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**AMENDMENT TO COVENANTS AND RESTRICTIONS
OF
Treeland Hills Subdivision**

WHEREAS certain covenants and restrictions were declared upon the subdivision known as Treeland Hills Subdivision and recorded with the deeds of record in the office of the Clerk of the County Commission of Morgan County, West Virginia in Deed Book 119 at Page 421.

WHEREAS the subdivision, in its entirety, was sold by the original developer, Alames, Inc., to the current developer, Berkley Partnership; and,


WHEREAS it is the desire and intent of Berkley Partnership to amend said covenants and restrictions by the execution of this instrument.

NOW THEREFORE WITNESSETH that for and in consideration of the premises and the mutual promises made herein, the undersigned do hereby amend the covenants and restrictions of Treeland Hills Subdivision, which appear of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia in Deed Book 119 at Page 421, to read as follows:

Any reference to Alames, Inc., or its board of directors, in the recorded covenants and restrictions is hereby changed to Berkley Partnership, a Maryland partnership, whose current address is: 10715 Downsville Pike, Suite 102, Hagerstown, MD 21740.

WITNESS the following signature and seal:

**Berkley Partnership,
a Maryland general partnership,
by:**

 (SEAL)
Eugene S. Albert, Sr., partner

 (SEAL)
Ronald D. Koontz, partner

Returned 05/05/06 Trump & Trump

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**STATE OF WEST VIRGINIA
COUNTY OF MORGAN, to-wit:**

I, Tina A. Goldman, a Notary Public in and for the above said County and State, do hereby certify that **Eugene S. Albert Sr. and Ronald D. Koontz**, who signed the writing above bearing date the **3rd day of May, 2006**, has this day acknowledged the same before me in my said County and State.

Given under my hand this 3rd day of May, 2006.

My commission expires: 2/27/13



Tina A. Goldman
NOTARY PUBLIC

**County Clerk's Office
Morgan County, West Virginia**

MAY 04 2006

**The foregoing writing, was this day presented
in said office and thereupon admitted to record.**

4:06

Testes [Signature] Clerks

Prepared by:
Trump & Trump, LC
171 South Washington Street
Berkeley Springs, WV 25411
(304) 258-1414/jag

(Fee Book #1248) ✓

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

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FOR

TREELAND HILLS SUBDIVISION

ALAMES, INC., a West Virginia corporation, being the owner of certain lands in Morgan County, West Virginia, designated as TREELAND HILLS subdivision, a plat of which is recorded in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Map Book No. 4, at page 40, has established a general plan for the development of these lands; and said corporation does hereby declare and establish the following limitations, covenants, conditions, reservations, easements, and restrictions upon all lots (Lot 1 - Lot 38) of said Treeland Hills Subdivision.

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Alames, Inc. is hereinafter referred to as "SUBDIVIDER", and the above described real estate may be hereinafter referred to as "TRACT", and the lots of which are hereinafter referred to as "LOT." It is the desire and intention of the Subdivider to sell the real estate described above and to impose upon it mutual and beneficial restrictions under a general plan or concept of improvement for the benefit and conservation of the natural beauty, flora, and fauna of all the lands in the Tract, and for the future owners of those lands. The Subdivider hereby declares that all of the real estate above is held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding upon all parties having or acquiring any title or interest in the described real estate or any part thereof;

1. RESIDENTIAL USE:

No lot shall be used for other than residential purposes and shall be used

Mailed 1/5/1982

Jack H. Mesner, 184 Pangborn Blvd. Hagerstown, Md 21740

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2. ARCHITECTURAL CONTROL:

No building of any description or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a location plan have been approved by the Board of Directors of Alames, Inc., or its designated representative, as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevation. The Board of Directors of Alames, Inc., now consists of four members, namely, Jack H. Mesner, Patsy S. Mesner, Stanley E. Aulabaugh and Frances Aulabaugh, and the abovesaid plans or specifications may be submitted to any one of said board members and shall constitute notice to the whole Board. The Subdivider shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

3. ARCHITECTURAL CONTROL PROCEDURE:

The Subdivider shall approve or disapprove the plans and specifications in writing. In the event the Board of Directors of Alames, Inc., or its designated representative, fails to approve or disapprove the plans and specifications within thirty (30) days after they have been submitted to it, or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

4. SETBACK LINES:

No building shall be located on any lot nearer than 30 feet of any side or rear lot line, nor shall any building or improvement be erected on or nearer than 30 feet to the front street line.

5. SUBDIVISION:

No lot shall be further subdivided.

6. CONSTRUCTION:

7. SIZE:

Any dwelling or residence to be constructed in Treeland Hills Subdivision shall be 1000 square feet of living area or more on its first floor, exclusive of porch, breezeways, carport and garage, if a one-story structure. If a residence is more than one story, it shall have at least 800 square feet of living area on its first floor, exclusive of porch, breezeways, carport and garage. These minimums must be met unless otherwise waived, in writing, by the Board of Directors of Alames, Inc., or by its designated representative.

8. TEMPORARY STRUCTURES:

No trailer, camper, mobile home, tent, shed or structure of a temporary nature shall be permitted on any lot, either temporarily or permanently, except a temporary construction shed during the period of actual exterior construction of any building on the lot. No building other than a fully completed dwelling shall be occupied as a residence. No mobile home shall be permitted to be used as a residence or stored on any lot at any time, except that this clause shall not be construed to deny storage or maintenance of travel trailers, motor homes, or campers used by the owner for recreational travel provided that such recreation vehicle shall be stored to the rear of, rather than in front of the residence and be hidden from view from the street adjoining lots. Tents and camping trailers for temporary use and for camping purposes only may be placed on the lot provided written permission of the Board of Directors of Alames, Inc., or its designated representative, as to length of time, type of camping trailer and location on lot is first obtained.

9. ENCLOSURES:

No fence or wall shall exceed 48 inches in height and shall not interfere with underground or surface drainage structures, ditches, or pipes. The height restriction shall not apply to enclosures or patios, pools, athletic or recreational facilities, or open garden courts, and shall not apply to retaining

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nature shall be kept or stored on any street or on the lot unless it is entirely hidden from view from the street and adjoining lots, as provided in paragraph eight (8) above. It will not be permissible to continue parking any type of commercial vehicle on any lot or lots.

11. MAINTENANCE OF LOTS:

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere thereon. Trash, garbage or other waste shall not be kept except in sanitary containers, and incinerators and other equipment for the storage of such materials shall be kept in a clean and sanitary condition. Any and all structures erected on said lot or lots shall be kept in a clean and safe condition free of all fire hazards. In the event that the owner of the lot shall fail or refuse to keep such lot or lots free from weeds, underbrush, refuse piles or other unsightly growths or objects, then Alames, Inc., or its designated representative may enter upon such lands and remove the same at the expense of the owner; and such entry shall not be deemed a trespass. Prior to any such entry the Subdivider, or its designated representative, shall give 30 days notice, in writing, to the lot owner or by posting the same on the lot or lots. In the event of such a removal, a lien shall arise and be created in favor of the Subdivider and against such lot for the amount chargeable to such lot, and such amount shall be due and payable within thirty (30) days after the owner is billed therefor. This covenant shall not apply to any lot owned by Subdivider.

12. PRESERVATION:

Wooded areas outside of the residence boundary will not be disturbed, nor will any trees greater than six inches (6") in diameter as measured one foot (1') above the ground be removed or cut without the written consent of the Subdivider, or its designated representative. All residences, outbuildings, sewer and utility lines shall be constructed and installed in such a manner as to minimize damage to trees, tree roots, and other foliage, and to minimize erosion.

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14. EASEMENTS:

The Subdivider hereby reserves easements and rights-of-way for the installation, construction and maintenance of utilities, including but not limited to public utilities, water lines, drainage ditches, or other poles, lines, wires, pipes, pipelines, service buildings, or other purposes incidental to the development of the property, which the Subdivider may in its sole and absolute discretion determine are necessary, convenient or beneficial to the property, together with the rights to grant such easements and rights-of-way therefor. Such easements and rights-of-way shall be confined to 10 feet along all lines of any lot and the streets of the subdivision. All utility lines must be underground unless permission is obtained from Subdivider. A right-of-way and easement is also reserved by Subdivider, to enter upon said reserved areas as shown on the abovesaid plat, to cut or trim trees and other growth thereupon as necessary for the proper maintenance of such utility and other lines for satisfactory service in the areas. This covenant shall not be construed in any way to bind Subdivider to the expense of providing underground utilities to the lots of Treeland Hills Subdivision.

15. WATER AND SEWER:

All water supply systems and sewage disposal systems shall be located, constructed and operated in accordance with the requirements and standards of the West Virginia Department of Health. No pit privies will be permitted.

16. ANIMALS:

No animals or fowl shall be kept on any lot except ordinary house pets or game animals as approved by the Subdivider, which may be kept in reasonable numbers as pets but not for commercial purposes.

17. SIGNS:

Without written permission of Subdivider, no signs or advertising of any nature shall be erected, permitted or maintained upon the property except one sign designating that resident's name and/or number, not to exceed 1' x 2'

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18. ASSESSMENTS:

The Subdivider hereby reserves the right and power to assess an annual maintenance charge for a per lot share of the cost of maintaining the roads and other common facilities of the subdivision. Any assessment pursuant to this paragraph shall be made by the 1st day of January of each year and shall be paid by the 1st day of April of the same year. In the event that the assessment against any lot is not paid when due, a lien shall arise and be created in favor of the Subdivider and against such lot for the amount of the assessment; and that lien may be enforced by a suit in equity. Such annual maintenance assessment shall not exceed Fifty Dollars (\$50.00) per lot until Subdivider conveys its rights to the Treeland Hills Subdivision Property Owner's Association pursuant to Paragraph 19; thereafter that Association may assess whatever reasonable amount it deems necessary to maintain the roads and common facilities. Lots No. Six (6) and Seven (7) shall be exempt from said annual maintenance assessment.

19. PROPERTY OWNERS ASSOCIATION:

Each lot owner, in accepting a deed for any lot, agrees to and shall be a member of and be subject to the obligations and the Articles of Association of the Treeland Hills Subdivision Property Owner's Association. The Articles of Association are recorded in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Deed Book No. _____, at page _____.

20. SUBDIVIDER:

The Subdivider herein mentioned is Alames, Inc., a West Virginia corporation, its successors and assigns, and Subdivider reserves the right to grant and convey all its right to enforce these covenants, conditions, reservations, easements, and restrictions to the Treeland Hills Subdivision Property Owner's Association, at such time as in the sole judgment of the Subdivider the association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the association shall have and shall succeed to all right

or of annulling the same; provided that no change shall be made which shall alter the shape or size of any lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such lot off from convenient access to public highways without the consent of the owner thereto.

Subdivider, its successors and representatives, hereby expressly reserve the right, in its absolute discretion, at any time to annul, waive, change or modify any of the restrictions, conditions and covenants contained herein, so long as such changes do not substantially affect the right of any owner of any lot. Where any owner's rights are so affected before any such change can become operative, all affected owners must indicate their consent and approval to the change by joining in an appropriate written agreement to be recorded among the land records of Morgan County, West Virginia.

22. COVENANTS RUN WITH LAND:

These covenants, conditions, reservations, easements and restrictions shall run with the land and shall be binding on the owner of the lot, regardless of how title was acquired, until December 31, 1996. Thereafter, these covenants, conditions, reservations, easements and restrictions shall be automatically extended for successive 10 year periods, unless before the end of the base period or any extension period the owners of a majority of the lots shall, by written instrument duly recorded, declare a change or termination of the same.

23. ENFORCEMENT:

The Subdivider, the Property Owner's Association, the lot owners or any of them shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, to prevent the violation or breach of any of the terms, or to recover damages for the violation or breach of any of the terms.

24. SEVERABILITY:

Invalidation of any of these covenants, conditions, reservations, easements or restrictions by a court order shall not in any manner affect any

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WITNESS the following signatures and seals. this 14th

day of NOVEMBER, 1981.

ALAMES, INC.
a West Virginia corporation

(PLACE OF CORPORATE SEAL)

BY: Stanley E. Aulabaugh

Its: PRESIDENT

Attest to seal:

BY: Jack Harrison

Its: SECRETARY-TREASURER

STATE OF FLORIDA
COUNTY OF BREVARD to-wit:

I FRANCISCO J. RAMOS, Notary Public in and
for the county and state aforesaid, do hereby certify that
STANLEY E. AULABAUGH, whose name is signed to the writing
hereto annexed, bearing date the 14th day of NOVEMBER 1981,
1981, as PRESIDENT of ALAMES, INC., a West Virginia
corporation, has this day acknowledged the same before me in my said county.

Given under my hand this 14th day of NOVEMBER, 1981

[Signature]

NOTARY PUBLIC

(PLACE OF NOTARIAL SEAL)

My commission expires DEC 15 1984
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BONDED THRU GENERAL INS. UNDERWRITERS

This document
prepared by:
C. Wm. Harrison
Attorney at Law
Harrison & Savasten
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Berkeley Springs, WV 25411/sf