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THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 15 day of November, 2001, by DRY RUN COMMONS SUBDIVISION UNIT OWNERS ASSOCIATION, INC., a West Virginia corporation, hereinafter called "Association."

W I T N E S S E T H:

WHEREAS, by a Deed of Declaration of Covenants, Conditions, and Restrictions, dated July 12, 1993, and recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book No. 514, at page 287, (hereinafter called "Deed of Declaration"), certain real property known as Section 1 of Dry Run Commons Subdivision was subjected to all of the rights, reservations, restrictions, covenants, conditions, easements, rights-of-way, liens, charges and assessments more fully set forth in said Deed of Declaration; and

WHEREAS, said Deed of Declaration provided that authorized amendments shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions; which Supplementary Declarations adding various sections to the Subdivision and changing various covenants have been made in the past; and

WHEREAS, said Deed of Declaration stated in Article XVII, Section 2, that the Association may amend the Declaration by an affirmative vote of 75% of its members; and

WHEREAS, 75% of the membership has agreed in writing to the amendments which follow, and to alter the provisions of the covenants and restrictions related to the installation of small satellite television antennas,

NOW, THEREFORE, the Association declares that Article IX, Section 3, "Rules and Regulations" of the Declarations of Covenants, Conditions, Restrictions, Easements and Rights of

Way (sometimes referred to as "Covenants & Restrictions") set forth in the Declaration of Covenants, Conditions and Restrictions dated July 12, 1993 and recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book No. 514 at page 28, and as previously amended by a prior Supplementary Declaration of Covenants, Conditions and Restrictions, dated August 15, 1995, of record in said Clerk's office in Deed Book No. 550 at page 234 are further amended to state as follows the following additional terms and conditions:

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. **In the event that such action is taken, all costs associated with that action incurred by the Board or by other members of the Association involved in that litigation, including, but not limited to, attorneys fees and court reporting fees, shall be the legal responsibility of the Owner against whom the relief is sought and shall be assessed as a part of any judgment against the Owner in question.** Any imposition of sanctions shall be as provided in the By-Laws of the Association. Fines shall constitute a lien against Units.

NOW, THEREFORE, the Association also declares that Article XI, Section 9, "Failure to Remedy the Non-Compliance" of the Declarations of Covenants, Conditions, Restrictions, Easements and Rights of Way (sometimes referred to as "Covenants & Restrictions") set forth in the Declaration of Covenants, Conditions and Restrictions dated July 12, 1993 and recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book No. 514 at page 28, and as previously amended by a prior Supplementary Declaration of Covenants, Conditions and Restrictions, dated August 15, 1995, of record in said Clerk's office in Deed Book No. 550 at page 234 are further amended to state as follows the following additional terms and

conditions:

Section 9. Failure to Remedy the Non-Compliance. If the Board has determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner and constitutes a lien upon the involved Unit.

It is understood and agreed that the Board and/or the Home Owners Association may choose to force compliance by injunctive or other proceeding in the Circuit Court of Berkeley County or in other appropriate courts. In the event that such action is taken, all costs associated with that action incurred by the Board, by the Association, or by other members of the Association involved in that litigation, including, but not limited to, attorneys fees and court reporting fees, shall be the legal responsibility of the non-complying Owner. It is understood and agreed that if costs are incurred by the Board, the Association, or other members in forcing compliance those costs likewise shall be the legal responsibility of the non-complying Owner, and shall be awarded against the Owner as a part of any judgment in any such action. It is further understood and agreed that trees are not to be removed from any property without the approval of the Board. In the event that a tree is cut down or removed without Board approval, the Owner removing the tree shall, as to each tree removed, pay to the Association a liquidated damages fee in the sum of \$1,000.00. It is understood and agreed that if the Board or the Association takes legal action to reduce that damages fee to judgment, that all costs, including attorneys' fees and court reporting costs incurred by the Board or by the Association in pursuing the action, shall be the legal responsibility of the Owner subject to suit.

The Association also declares that Article XII, Section 2, paragraph (r), "Trees" of the Declarations of Covenants, Conditions, Restrictions, Easements and Rights of Way (sometimes referred to as "Covenants & Restrictions") set forth in the Declaration of Covenants, Conditions and Restrictions dated July 12, 1993 and recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book No. 514 at page 28, and as previously amended by a prior Supplementary Declaration of Covenants, Conditions and Restrictions, dated August 15, 1995, of record in said Clerk's office in Deed Book No. 550 at page 234 is altered to state as follows:

(r) Trees. An owner may remove a tree only after making written application for and obtaining architectural control review and written approval. For purposes of Article XI, Section 9, and this paragraph a tree is a perennial plant generally recognized as a tree species that is well established and 1 ½ inches or more trunk diameter at a height of 4 ½ feet above the ground level. Only a tree proven to be excessively or dangerously diseased or proven to be a hazard may be removed and then only after architectural control review and after written approval. If a tree is removed, the owner is responsible for planting and maintaining a new tree to replace each tree so removed. (See Article XI, Section 9 for liquidated damages assessed for removal of a tree without architectural control written approval).

In all other respects the prior Declarations of Covenants, Conditions and Restrictions applying to Dry Run Commons Subdivision, Inc. are ratified and affirmed.

It is the intent and purpose of the Association that the amendments herein set forth shall apply to all Sections of Dry Run Commons Subdivision and such other future additions to Dry Run Commons Subdivision as may be subjected to the Deeds of Declaration as herein amended.

The above described Supplementary Declaration is for the purpose of protecting the values and amenities in Dry Run Commons Subdivision and for the purpose of preserving certain rights pursuant to the Uniform Common Interest Ownership Act and shall run with the real property and be binding on all parties having any right, title or interest in the above described property or any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

WITNESS the corporate name and seal of the said corporation and the signature of its president hereto affixed this 15 day of November, 2001.

DRY RUN COMMONS SUBDIVISION UNIT OWNERS
ASSOCIATION, INC.,
A West Virginia corporation

(CORPORATE SEAL)

By Margaret A. Myers
Association, President

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

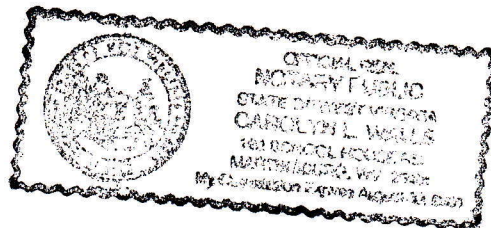
I, Carolyn L. Walls, a Notary Public in and for said County and State, do hereby certify that Margaret A. Myers, its Association President, who signed the writing above for DRY RUN COMMONS SUBDIVISION UNIT OWNERS ASSOCIATION, INC., a West Virginia corporation, bearing date the ___ day of ___, 2001, has 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 15 day of November, 2001.

Carolyn L. Walls
Notary Public

My Commission expires:

Aug 30, 2005



This instrument was prepared by Wm. Richard McCune, Jr., Attorney at Law, 115 West King Street, Martinsburg, WV 25401.