

DB 550

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Deed T. J.
P. See Van Meter Jr.
8/17/95

DEED BOOK NO. 550 ⁵⁶⁴³ BERKELEY COUNTY, W. VA.
THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, made this 15th day of August, 1995, by ROCK CLIFF
PARTNERS LIMITED PARTNERSHIP, a West Virginia limited
partnership, hereinafter called "Declarant",

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"), the Declarant subjected certain real
property known as Section 1 of Dry Run Commons Subdivision to all
of the rights, reservations, restrictions, covenants, conditions,
easements, rights-of-ways, 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 a Supplementary
Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, said Deed of Declaration stated in Article XVII,
Section 2 thereof, that the Declarant may amend the Declaration
so long as it still owns property described in Exhibits "A" and
"B" for development as part of the Properties, and so long as the
amendment has no material adverse effect upon any right of any
Owner; and

WHEREAS, the Declarant desires at this time to annex
additional land and to extend the scheme of the Covenants and
Restrictions of said Deed of Declaration as amended;

NOW, THEREFORE, the Declarant declares that all of the real
property, including, but not being limited to, all of the lots
and roads known and shown as Lots 45, 46, 47, 49, 50, 51, 54, 55,
85, 86, 87, 88, 89, 90, 130, 131, 132, 133, 134, and 135 of
Section 4 of Phase 2, Dry Run Commons Subdivision, together with
all of Sentry Lane running from the northwesterly corner of Lot
No. 50 to the northeasterly corner of Lot No. 130, all of
Weaver's Way running from its terminus between Lots Nos. 47 and
50 to the northerly side lot line of Lot No. 51, and all of
Artisan Way leading from the northwesterly corner of Lot No. 84

to the southwesterly corner of Lot No. 135, all as more fully shown upon a plat thereof prepared by P. C. DiMagno, Engineers-Surveyors, dated May 8, 1995, and recorded in said Clerk's office immediately prior hereto in Plat Cabinet No. 6, at Slide No. 79, which plat is hereby incorporated herein by reference, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions, Easements and Rights-of-Way, (sometimes referred to as "Covenants and Restrictions") set forth in that certain Declaration of Covenants, Conditions, and Restrictions heretofore executed by Rock Cliff Partners Limited Partnership, a West Virginia limited partnership, the Declarant, dated July 12, 1993, and recorded in said Clerk's office in Deed Book No. 514, at page 28, all of said easements, reservations, rights-of-way, restrictions, covenants, conditions, rights, obligations, liens and assessments set forth in said Deed of Declaration, AS HEREINAFTER AMENDED, being hereby incorporated herein by reference as if the same were set forth verbatim.

Article XII, Section 2, Paragraph (f) ("Parking"), is hereby amended so as to rewrite the fourth sentence thereof, which shall now read as follows:

No Unit owner shall park on a regular and continuing basis more than four (4) registered vehicles on the Unit, other than inside any improvement thereon; all outdoor vehicular parking within and upon the Unit shall be located within the off-street parking area required in the first sentence of this paragraph.

Article XII, Section 2, Paragraph (v) ("Antennas") is hereby amended so as to include the following additional terms and provisions:

Nothing herein shall restrict or prohibit the installation and use, within and upon a Unit, of a "mini-dish" satellite receiver for television reception, Declarant recognizing that subsequent advances in technology and design have resulted in the

common manufacture and sale of such receivers that are smaller, and less obtrusive and unsightly; nevertheless, the installation and use of such a receiver within and upon a Unit shall be subject to the following restrictions, to-wit:

A. the dish of the receiver must not exceed 36 inches in diameter; and

B. the receiver must be located within and upon the Unit, or adequately and attractively screened, so that the receiver is not readily visible from any subdivision street; approval and authorization for the installation and placement of any such receiver shall be obtained in accordance with the provisions of Article XI ("Architectural Review") hereof.

Declarant does not warrant or represent that all Units are suitable for satellite television reception.

Article XII, Section 2, Paragraph (z) ("Artificial, Exterior Sculpture, and Similar Items") is hereby amended so as to include the following additional terms and provisions, to-wit:

Nothing herein shall be construed as requiring the owner of a Unit to obtain approval, in accordance with Article XI of this Declaration, to raise or display the flags of the United States or the State of West Virginia on recognized national and state holidays and/or commemorations, provided that the flags so raised or displayed are well maintained, and the presentation of such flags within the Unit is appropriate, fitting, and patriotic.

In all other respects, the terms and provisions of the Deed of Declaration are hereby ratified and affirmed.

It is the intent and purpose of the Declarant that the amendments herein set forth shall apply to Sections 1, 1B, 2, 3, and Phases 1 and 2 of Section 4 of Dry Run Commons Subdivision, and such other future additions to Dry Run Commons Subdivision as may be subjected to the Deed of Declaration, as herein amended.

The Declarant hereby designates Phase 2 of Section 4 of Dry Run Commons Subdivision as hereinbefore described as an area designated for single-family detached residences.

The above described amended Easements, Rights-of-way, Covenants, Conditions, Rights, Obligations, Reservations, Liens and Assessments are for the purpose of protecting the values and amenities in this addition to Dry Run Commons Subdivision and for the purpose of preserving certain rights-of-way, easements, and rights 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, devisees, successors, and assigns, and shall inure to the benefit of each owner thereof.

WITNESS the signature of Declarant by its general partner, duly authorized, this 15th day of August, 1995.

ROCK CLIFF PARTNERS LIMITED PARTNERSHIP,
a West Virginia limited partnership, by
Red Hawk Corporation, a corporation, its
General Partner

(CORPORATE SEAL)

By: Joseph Tyszkiewicz
Joseph Tyszkiewicz, President

STATE OF WEST VIRGINIA,

COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this 15th day of August, 1995, by Joseph Tyszkiewicz, President of Red Hawk Corporation, a West Virginia corporation, as General Partner of Rock Cliff Partners Limited Partnership, a West Virginia limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public

My commission expires: April 25
~~May 27~~, 2000

This instrument was prepared by James D. Steptoe, Attorney, 126 East Burke Street, Martinsburg, WV, 25401.
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File No. 92-RE-014

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STATE OF WEST VIRGINIA, COUNTY OF BERKELEY SS:
On AUG 15, 1995 the foregoing Document was produced in this office & duly
admitted to record at 2:05 PM
Teste: John W. Small, Jr., Clerk of said Commission.