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THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 5 day of September, 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 XII, Section 2, Paragraph (V) "Antennas" 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 include the following additional terms and conditions:

Video "dish" antennas that are less than one meter (39.37") in diameter may be installed within and upon a Unit. No dish or other antenna larger in diameter than one meter may be installed in or upon any Unit. In the event that a Unit owner installs an antenna of less than one meter in diameter, the Unit owner agrees to indemnify and hold harmless the Association and its members from all claims for damages of any kind which may occur as the result of the existence of said antenna upon the Unit. Said indemnification shall include but not be limited to all claims made regarding said antenna whether for personal injury or for any other reason and shall include but not be limited to, all costs, attorneys' fees and other expenses incurred by the Association and its members as a result of any claim made regarding said antenna, its use, or damages caused thereby.

No antenna may be installed on or intruding upon or over the property of other members or upon common areas of Dry Run Commons Subdivision. Antennas to which this amendment applies may not be placed on masts which extend more than twelve (12) feet above the roof line of the Unit on which they are installed without first obtaining the written consent of the Association, which consent may be denied if the installer cannot certify that the installation can be accomplished safely. No consent to such an installation shall, however, be deemed a certification as to the safety of the installation. Safety shall be the sole responsibility of the Unit owner and the indemnification, and hold harmless provisions of this supplemental declaration shall apply to any such installation.

This amendment allows the use of customer-end antennas designed to receive video



programming services through direct broadcast satellite service wireless cable service (MMDS), to transmit or receive fixed wireless signals other than via satellite, or designed to receive local television broadcast signals only. Antennas used to transmit signals to or receive signals from multiple customer locations or to send or receive AM/FM radio, Amateur ("Ham") radio, Citizens Band ("CB") radio, Digital Audio Radio Services ("DARS") signals or other such signals are not permitted.

No antennas may be installed which adversely impact upon the safety of those within the subdivision, nor may they be placed in a location where they impact upon the utilities within the subdivision. No antenna may be placed, for example, in an area where it would overhang another's property or common property or in an area where it would impair the ability of repairmen to reach and work on power lines, power poles, water lines, gas lines or other utility structures within the subdivision.

It is recommended that antennas be installed only by professionals who make the installation of such antennas their business. It is likewise recommended and requested that such antennas be placed where they are not visible from the street, and that they be screened from the view of others.

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 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, 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 5 day of September, 2001.

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

(CORPORATE SEAL)

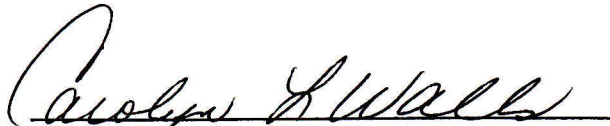
By Margaret A. Myers  
Association, President

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 5 day of September, 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 5 day of September, 2001.

  
Notary Public

My Commission expires:

Aug 30, 2005



BERKELEY COUNTY, WV

FILED

March 05, 2002 15:50:39

JOHN W. SMALL JR.

COUNTY CLERK

TRANSACTION NO: 2002006812

BOOK OF DEEDS

Book: 00692 Page: 00344



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