

**DECLARATION OF
COVENANTS AND RESTRICTIONS
GLADE SPRINGS VILLAGE, WEST VIRGINIA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cooper Land Development, Inc., an Arkansas corporation, hereinafter called "Developer", has acquired certain lands hereinafter described in ARTICLE II of this Declaration which are reflected upon the following plat prepared by Roy E. Shrewsbury, II, P.S. bearing the following date and which plat is filed contemporaneously with the filing of the Declaration in the office of Raleigh County Clerk in and for Raleigh County, West Virginia and is of record as follows:

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which plat is by reference made a part of this Declaration and likewise this Declaration is by reference made a part of each of said plat.

WHEREAS, Developer, in conjunction with the Glade Springs Village Property Owners Association, Inc. hereinafter further described, desires to create upon said lands, together with any additions as thereto as hereinafter provided, to the extent economically feasible a residential and commercial community with streets, water and sewer utility systems, recreational facilities, greenbelt areas and common facilities for the use and benefit of said community; and

WHEREAS, Developer in conjunction with the Glade Springs Village Property Owners Association, Inc. desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of the common facilities and, to this end, desires to subject the real property described in ARTICLE II, together with such additions as may hereafter be made thereto in accordance herewith, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it necessary and desirable, for the efficient construction of the common facilities and utility systems and for the preservation of the values and amenities in said community, that an agency be created to which should be delegated and assigned certain construction, maintenance and administration rights, duties and obligations with respect to the common facilities and utility systems, as well as administering and enforcing the covenants and restrictions herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has encouraged and participated in the formation of the Glade Springs Village Property Owners Association, Inc. a non-profit corporation organized and existing under and by virtue of the laws of the State of West Virginia, hereinafter called "Association", with its principal office to be located within Glade Springs Village, West Virginia, for the purpose of exercising the functions aforesaid, which said Association joins in the execution of this instrument for the purpose of indicating its agreement to perform the obligations placed upon it by this Declaration, as well as any Supplemental Declarations hereafter placed of record pursuant hereto and whether or not executed by it;

NOW THEREFORE, the Developer declares that the real property described in Section 1 of Article II hereof, and any additions thereto as may hereafter be made pursuant to Section 2 of Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the real property subjected to this Declaration.

ARTICLE I **Definitions**

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration, any record plat of the lands covered hereby, and any other documents related to the Glade Springs Village development:

(1) "A Parcel of Land" may be less than a Lot, single Lot, more than a Lot, several Lots, or a plot of land described by a metes and bounds description.

(2) "Assessment" means such amounts as are required by the Association for payment of Common Expenses and levied against the Members by the Association in accordance herewith.

(3) "Association" means Glade Springs Village Property Owners Association, Inc., a West Virginia non-profit corporation, its successors and assigns.

(4) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of Glade Springs Village, or as may be so designated by this Declaration or any Supplemental Declaration.

(5) "Common Expense" means all expenses incurred by the Association for the construction, maintenance, repair, replacement, operation, management and administration of Glade Springs Village and the Common Property, including any reasonable reserve, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a personal charge for reimbursement

(6) "Common Property" means any property, real, personal or mixed, owned or leased by the Association or in which the Association otherwise has possessory or use rights, those areas reflected as such upon any recorded subdivision plat of Glade Springs Village, and those areas so designated from time to time by the Developer and intended to be devoted to the common use and enjoyment of the Members.

(7) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

(8) "Developer" means Cooper Land Development, Inc., an Arkansas corporation, its successors and assigns.

(9) "Glade Springs Village" means all real property concurrently herewith or in the future subjected to this Declaration.

(10) "Glade Springs, Phase I" means the resort community subject to the Declaration of Restrictions for Phase I of Glade Springs, recorded in the Office of the Clerk of the County Commission of Raleigh County, West Virginia in Deed Book 517, at Page 79 as amended from time to time and as specifically amended effective January 1, 2000 which amendment is recorded at Deed Book 5000, Page 1608 of the Raleigh County

records.

(11) “Household” shall mean those who dwell under the same roof and constitute a family.

(12) “Limited Common Property” means those areas reflected as such upon any recorded subdivision plat of Glade Springs Village and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the owners of specifically designated property.

(13) “Living Unit” shall mean and refer to any portion of a building situated within Glade Springs Village designed and intended for use and occupancy as a residence by a single family, including condominium units, townhouse units, cluster homes, patio homes, zero lot line homes and the like.

(14) “Lot” shall be the numbered lots or numbered and lettered lots in the numbered blocks as shown on any recorded subdivision plat of Glade Springs Village.

(15) “Master Plan” means that certain master plan for development of Glade Springs Village as prepared by Cooper Land Development, Inc. and submitted by the Developer to the Raleigh County Planning Commission at the time of closing of the purchase of the initial lands covered hereby.

(16) “Member” means any person or entity who is a member of the Glade Springs Village Property Owners Association, Inc. as hereinafter provided.

(17) “Multi-family Structure” shall mean and refer to any building containing two or more Living Units located on a single Lot.

(18) “Occupant” means any person or persons in possession of a permanent or temporary Lot, Living Unit or timeshare interest.

(19) “Owner” means the Developer and any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning of record or purchasing from the Developer a fee interest in a Lot, Living Unit or Timeshare Interest, or who has purchased or is purchasing a Certificate Membership from the Developer, but excluding in all cases any person holding an interest merely as security for the performance of an obligation.

(20) “Personal Charge” means any expense or charge of the Association for which a specific owner is liable.

(21) “Private Street” shall mean and refer to every way of access whether owned or leased by the Association for vehicles which is not dedicated to the general public but is designated as either Common Property or Limited Common Property. That a Private Street shall be known by the name of “street,” “road,” “avenue,” “way,” “lane,” “place” or other name shall not cause the particular street to be public in nature despite the fact that streets under general definitions are not private in nature.

(22) “Public Street” shall mean and refer to every way of access for vehicles which is dedicated to the use and benefit of the general public.

(23) “Reserved Properties” shall mean and refer to those areas of land designated as such on any recorded subdivision plat of Glade Springs Village which are not subject to the Declaration and which are specifically reserved from the plat.

(24) “Residential Lot” shall mean and refer to any Lot so designated upon any recorded subdivision plat of Glade Springs Village, or as may be so designated by this Declaration or any Supplemental Declaration.

(25) “Single Family Attached” shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Lot.

(26) “Single Family Detached” shall mean and refer to any building intended for use by a single family and not attached to any other building.

(27) “The Farms” means the resort community subject to the Declaration of Reservations and Restrictive Covenants for The Farms, recorded in the Office of the Clerk of the County Commission of Raleigh County, West Virginia in Microfilm Roll 81 at Page 89 as amended from time to time.

(28) “The Properties” shall mean and refer to the existing property and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(29) "Timeshare Interest" shall mean the ownership of a Timeshare Interval and remainder interest in a Living Unit under the Timeshare Ownership concept established by a timeshare subdivision supplemental declaration.

(30) "Timeshare Interval" shall mean the time period during which a timeshare owner has the exclusive right to use and occupy the living unit.

The person or entity who is the Owner of a Timeshare Interest shall be a Member of the Glade Springs Village Property Owners Association and shall have all rights and obligations as provided for other Members under this Declaration except that no more than one vote may be cast with respect to any timeshare Living Unit and the vote for such Living Unit shall be exercised as the owners among themselves determine.

Further the timeshare Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with title to every Timeshare Interest; however the right and easement of enjoyment in and to the Common Properties in Glade Springs Village shall be limited in time to the Timeshare Interval of which the timeshare Member is the record owner.

(31) "Timeshare Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of Glade Springs Village, or as may be so designated by this Declaration or any Supplemental Declaration.

(32) "Timeshare Ownership" shall mean a concept whereby a Living Unit is conveyed to the purchaser for a stated time period for a period of years, which estate is succeeded by a succession of other such estates in the Living Unit, each revolving in consecutive and chronological order annually and being separate and independent of the other, together with a vested remainder over in the Living Unit in fee simple absolute as tenants in common with all other such purchasers in the Living Unit upon termination of the above set forth estates.

(33) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat for Glade Springs Village or as may be provided for in or by this Declaration or any Supplemental Declaration.

ARTICLE II
Property Subject To This Declaration

Section 1. Existing Property. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Raleigh, State of West Virginia, to-wit:

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Section 2. Additions to Existing Property. Additional properties of the Developer situated in Raleigh County, West Virginia, as well as any other lands within Raleigh or an adjoining county, whether or not owned by the Developer, may be subjected to this Declaration or any part thereof in the following manner:

(A) The Developer, its successors and assigns, shall have the right, but not the obligation, to subject additional properties to the provisions of this Declaration in future stages of development regardless of whether said properties are owned by the Developer. Any additional properties shall be compatible with the existing development. Such additional properties shall become subject to assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration or the plan of the Declaration bind the Developer, its successors and assigns, to make additions to the existing properties or in anywise preclude the Developer, its successors and assigns, from conveying lands it may own but which have not been made subject to this Declaration, free and clear of this Declaration or any Supplemental Declaration.

(B) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration or any part thereof to such property, and the owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

(C) Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this

Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property.

Section 3. Limitation on Additions. No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to this Declaration unless the Developer, its successors and assigns, shall agree in writing to the Association that such additional lands may be included hereunder.

Section 4. Assignment of Developer Rights. Any or all of Developer's rights and obligations set forth in this Declaration may be transferred, in whole or in part, to other persons by written instrument executed by the Developer and filed in the office of the recorder in and for Raleigh County, West Virginia; provided, however, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Developer has under this Declaration.

ARTICLE III Association Membership And Voting Rights

Section 1. Membership. The following classes of membership in the Association are hereby established subject to the limitations herein set forth:

(A) General Membership: Every person or entity, other than the Developer, who is the record Owner of a fee or undivided fee in a Lot or Living Unit which is subject by covenants of record to assessment by the Association, and whose purchase money security to the Developer, if any, has been paid in full, shall be a Member of the Association. General Members shall be entitled to all privileges of membership.

(B) Associate Membership: Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to assessment by the Association and whose purchase money security therefor, if any, has not been paid in full shall be an Associate Member of the Association. An Associate Member shall be entitled to all privileges of a Member except the right to vote. Termination of such a contract of purchase for any reason prior to its full performance shall terminate Associate Membership.

(C) Certificate Membership: To provide operating revenue to the Association and enhance utilization of recreational facilities during the early development of Glade Springs Village, the Developer shall have 1,000 Certificate Memberships in the Association. Such Certificate Memberships may be sold by the Developer and shall not require ownership of a Lot or Living Unit. A Certificate Member shall be entitled to privileges of Membership in the Association except the right to vote and as hereinafter provided. Except as to the Developer, Certificate Memberships may be owned only by natural persons, are not transferable other than between spouses and shall terminate in the event of the death of both spouses. Certificate Memberships may be terminated by the Developer for failure of the purchaser to pay in full the purchase price therefor to the Developer or for any other breach of such contract of purchase in accordance with the terms of such contract of purchase or by the mutual cancellation of such contract of purchase by the parties thereto, and by the Association for the failure to pay any assessments or other amounts owed by the certificate Member therefor to the Association or for any other breach by such member of this Declaration which failure to pay or breach shall not be cured within six (6) months after notice to such member by the Association. Notwithstanding anything hereinabove to the contrary, upon termination of a Certificate Membership, for any reason whatsoever, the Developer shall have the right, but not the obligation, to create and sell an additional Certificate Membership in the place thereof, without payment of any kind by the Developer therefor, so long as the total outstanding Certificate Memberships does not exceed 1,000.

(D) Timeshare Membership: A Timeshare Living Unit bears the same assessment obligations and voting rights as any other Living Unit, and Owners thereof are entitled to the same privileges of membership in the Association as other Living Unit Owners except as herein below provided. Every person or entity, other than the Developer, who is a record owner of a Timeshare Interest in a Timeshare Living Unit, which is subject to assessment by the Association, shall be a Timeshare Member. A Timeshare Member shall be entitled to all privileges of Membership as other Lot or Living Unit owners except that such shall be limited to that period of time each year consistent with such Timeshare Interval ownership period and the vote for such Timeshare Living Unit shall be exercised as the owners among themselves determine.

(E) Developer Membership: The Developer, its successors and assigns, shall be a Member of the Association so long as it shall be the record Owner of a fee or undivided fee interest in any Lot, Living Unit or Timeshare Living Unit which is subject to assessment by the Association, and shall further be a Member so long as it shall hold legal title to any such Lot, Living Unit or Timeshare Interest and until it shall be paid in full for every such interest it shall sell. The Developer, its successors and assigns, shall be entitled to the privileges of Membership for each such Lot, Living Unit or Timeshare Interest and shall be further entitled to the issuance of Membership guest cards during such Membership to the extent it may deem necessary in its sole discretion to assist in the development and sale of Lots, Living Units, Timeshare Interests or Certificate Memberships.

Notwithstanding anything hereinabove to the contrary, these provisions for Membership are not extended to any person or entity other than the Developer who holds an interest in a Lot, Living Unit or Timeshare Living Unit merely as security for the performance of an obligation.

Section 2. Voting Rights. All those persons or entities as defined in Section 1 of this Article III, with the exception of Developer, who hold the interest required for General Membership by Section 1(A) of this Article III and whose purchase contract with and whose purchase money security in favor of the Developer, if any, shall have been paid in full shall be Class A Members of the Association and shall jointly be entitled to one (1) vote for such Lot or Living Unit as specified in this Declaration or the By-Laws. When more than one person and/or entity holds such interest in a single Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot or Living Unit.

The Developer, its successors and assigns shall be the sole Class B Member and shall be entitled to one (1) vote for each Lot or Living Unit in which it holds the interest required for membership by Section 1(E) of this Article III until such time as shall cease to be a record Owner thereof and shall have been paid in full therefor. The Class B Member shall be solely entitled to appoint the members of the Association's Board of Directors and to perform other acts as provided in this Declaration or the By-Laws. The Developer shall continue to have the right to cast votes as aforesaid even though it may have contracted to sell the Lot or Living

Unit and may have retained a purchase money security interest. Class B Membership shall continue until all Lots or Living Units in the Developer's remaining inventory have been sold and its active sales and marketing effort is discontinued or until the Developer in its sole discretion determines to terminate such membership at which time its membership shall be converted to Class A Membership.

Notwithstanding anything hereinabove to the contrary, a Timeshare Living Unit shall entitle the Owners thereof to only one (1) vote where any Owner therein shall be entitled to participate in the voting rights, and, in such event, the Developer shall participate in such vote to the same extent pro rata as other Owners therein entitled to participate in such vote.

For purposes of determining the votes allowed herein when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of Directors of up to seven (7) directors who shall be appointed by the Class B Member and who shall serve in accordance with the Articles of Incorporation and the By-Laws of the Association. In the event Class B Membership has been converted to Class A membership, directors shall be elected to fill expired terms by a vote of the Class A Members as provided in the By-Laws.

Section 4. Easement of Enjoyment Limited. Unless expanded by the Association as provided in Section 4(F) of Article VIII of this Declaration, Members other than the Developer are limited in their easement of enjoyment of the Common Properties to a single household. When multiple persons or entities hold Membership in a single Lot, Living Unit or Certificate Membership, the household entitled to the easement of enjoyment shall be designated in accordance with and subject to the provisions and restrictions set forth therefor in the By-Laws of the Association.

ARTICLE IV **Reservation Of Easements**

Section 1. Utility and Drainage Easements. Developer, for itself and its successors and assigns hereby reserves and is hereby given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of Glade Springs Village to

install, maintain and use electric, antenna television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property and Limited Common Property, and on, in, over and under all of the easements, including, but not limited to, private streets, in place or shown on any subdivision plat of Glade Springs Village, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a 7½ foot strip along the interior of all lot lines of each Lot in Glade Springs Village, said 7½ foot strip aforesaid to be parallel to the interior lot lines of the respective Lots. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to herein with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of water lines and other water installations and sewer lines and other sewer installations and, in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer and water may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and Owners other than the Developer shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of Glade Springs Village, not made available to the Association by the Developer are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the

easements.

Section 2. Easements for Streets. Developer, for itself and its successors and assigns, hereby reserves and is hereby given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the Common Properties and Limited Common Properties for purposes of constructing and maintaining such roads, streets or highways as the Developer shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and location of the right of way for such roads, streets or highways shall be within the sole discretion of Developer, its successors and assigns; provided, however, that the Developer, its successors and assigns, will use its reasonable best efforts consistent with its purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Section 3. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot or Living Unit and any adjacent Common Property and between adjacent Lots and Living Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 4. Easements for Golf Course(s). Every Lot, Living Unit and the Common Property are burdened with an easement permitting golf balls unintentionally to come upon such Common Property, Lots, Living Units and for golfers at reasonable times and in a reasonable manner to come upon the Lot, Living Unit

or Common Property to retrieve errant golf balls; provided, however, nothing herein shall give any person the right to enter any dwelling, building or other structure on such property to retrieve golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

Section 5. Right of Entry. The Association shall have the right and easement, but not the obligation, to enter upon any Lot of Living Unit for emergency, security, and safety reasons, to perform maintenance pursuant to this Declaration, and to inspect to ensure compliance with this Declaration, a Supplemental Declaration, the Association's By-Laws, and the Association's rules, regulations and policies, which right may be exercised by any member of the Board of Directors, by the Association's officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot or Living Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request from the Board of Directors, but shall not authorize entry into any single family dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

Section 6. Others. All other easements and reservations as reflected on or in the notes of the recorded subdivision plats of lands within Glade Springs Village or hereafter granted of record by the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his Lot or Living Unit to the same extent as if set forth herein.

ARTICLE V **Reserved Properties**

Section 1. Reserved Properties. Any area upon a recorded plat under and subject to this Declaration or any Supplemental Declaration, if any, designated as "Reserved Properties" shall remain the sole and exclusive property of the Developer, its successors and assigns, and neither this Declaration or any Supplemental Declaration or the plats recorded in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included thereunder as provided in Article II hereof.

Section 2. Utilities Reserved. It is contemplated that utilities for Glade Springs Village shall be furnished by companies so engaged in the vicinity of Glade Springs Village. The Developer has and retains the exclusive and assignable right to negotiate contracts and agreements with all such companies and utility suppliers under such conditions and for such consideration as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to, water supply and distribution, sewage collection and treatment, natural, liquified or manufactured gas systems, electrical systems, sanitation service, telephone systems, and antenna television transmission and distribution facilities.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated, to organize a company or companies to furnish such utility services and shall have the right to enter into agreements therewith to furnish utility services, even though such companies so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be deemed, construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved.

The Developer shall have the right, but not the obligation, to delegate to the Association the right to enter into contracts with utility companies to furnish certain or all of the utility services aforesaid and to install or have installed water and waste water systems, fire hydrants and appurtenances to service the Lots within the subdivisions. In the event of such delegation, the Association shall have the right to so contract and to expend funds of the Association therefor as a Common Expense in order to secure necessary or desirable utility services whether named hereinabove or not.

ARTICLE VI
Plan For Construction and Maintenance Of Common Properties

Section 1. Municipal Services and Utilities. The Association shall be authorized, but not obligated, to provide any and all municipal-type services to the Common Properties which the Board of Directors, in its discretion, deems desirable, which may include, without limitation, water, electric, communications, wastewater treatment, solid waste disposal, drainage, security, fire protection, transportation, and similar services, and to install, operate and maintain the necessary infrastructure, facilities and equipment to provide such services.

The costs associated with any such services provided by the Association may be assessed against the Owners as an Assessment, and/or may be offset in whole or in part by user fees, as are charged by local utilities as adjusted from time to time by the West Virginia Public Service Commission and as the Board deems appropriate.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Property shall be a Common Expense to be allocated among all Lots and Living Units as part of the Annual Assessment, without prejudice to the right of the Association to seek reimbursement from the Owners of, or other persons responsible for, certain portions of the Common Property pursuant to this Declaration or agreements with the Owners thereof. All costs associated with maintenance, repair and replacement of Limited Common Properties shall be a Common Expense assessed as an Assessment solely against the Lots or Living Units to which the Limited Common Properties are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 2. Non-Owned Property. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable for the benefit of its Members. The expense of such maintenance shall be a Common Expense.

Section 3. Water and Sewer System. The cost of installation of water and wastewater mains and fire hydrants to serve the Lots and homes within the subdivisions shall be paid from Assessments as herein provided and from charges made to Owners for furnishing such services at such rates as are charged by local utilities as adjusted from time to time by the West Virginia Public Service Commission. The servicing utility, through its designated agents or employees, shall have the right to enter upon any Lot or other parcel of land to perform the required operation and maintenance to the water system and to the pumped effluent sewer system and shall further have the right, but not the obligation, to perform any or all service, repair, replacement or routine inspections in connection with the on-site residential pressure sewer systems and appurtenances thereto.

Section 4. Private Streets. It is contemplated that the streets shall be constructed by the Developer and that those streets which are not dedicated to the general public will be Private Streets and a part of the Common

Properties. However, the Developer shall be the sole judge as to when such streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the streets will be improved, and the timing of any improvement, although it is anticipated that same will be constructed and paved in any subdivision in Glade Springs Village within twenty-four (24) months after completion of the utility systems in such subdivision. In the event the Developer shall decide it is not economically feasible to extend improved streets to areas other than single family Lots registered with the Interstate Land Sales Registration Division, U. S. Department of Housing and Urban Development pursuant to the Interstate Land Sales Full Disclosure Act, it shall not be obligated to do so. Upon completion of construction, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the streets, including snow removal as needed regardless of whether dedicated to the public or as Common Properties, shall be paid from Assessments as herein provided.

Section 5. Recreational Facilities. It is contemplated that the Developer shall construct, as Common Properties, certain initial recreational facilities consisting of one 18-hole championship golf course and a lake. The Developer shall have the right, but not the obligation, to construct such other recreational facilities as Common Properties in later phases of development as the Developer shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to all such Common Properties shall be the obligation of the Association and shall be paid from Assessments as herein provided and also from any fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when and if such recreational facilities shall be constructed.

ARTICLE VII

Plan For Construction And Maintenance Of Limited Common Properties

Section 1. Construction and Maintenance. The Developer shall construct, as Limited Common Properties, such streets (public or private), utility systems, recreational facilities and other facilities as it shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to those Limited Common Properties shall be the obligation of the Owners of the Lots or Living Units entitled to the use, access and enjoyment of the particular Limited Common Properties. To perform such

obligations, the Owners of the Lots and Living Units entitled to the use and enjoyment of particular Limited Common Properties may organize a non-profit corporation to be limited in membership to those Owners of Lots and Living Units entitled to the use, access and enjoyment of the particular Limited Common Properties and any such non-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots and Living Units in order to obtain funds, as the Association has which are referred to in this Declaration.

Section 2. Failure to Administer. Upon failure of the Owners of the properties entitled to the use, access and enjoyment of particular Limited Common Properties to provide for the maintenance, capital improvements, operation, taxes and other expenses incident to such Limited Common Properties, the Association may perform same and apportion the expense thereof against the Lots and Living Units entitled to the benefit of such Limited Common Properties and same shall constitute a lien against such properties subject only to the lien of a first mortgage or deed of trust against such property.

ARTICLE VIII Property Rights In Common Properties

Section 1. Association Powers and Duties. The operating entity for the Common Properties within Glade Springs Village shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. The Owner of every Lot or Living Unit, however acquired, shall be bound by this Declaration, the Association's Articles of Incorporation, By-Laws, Rules, Regulations, and policies, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

Section 2. Interest of the Association. All property owned or acquired by the Association or in which the Association otherwise holds possessory or use rights within or without Glade Springs Village, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association for the use and benefit of the Owners within Glade Springs Village. Except as otherwise specifically provided in this Declaration, any expense of the Association for acquisition, ownership, leasing, administration,

maintenance, operation, repair or replacement of the Common Properties shall be treated as and paid for as part of the Common Expense of the Association.

Section 3. Title to Common Properties. The Developer shall convey the Common Properties to the Association within a reasonable time after completion of construction of any improvements which the Developer intends to locate thereon. The Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and as to when such lands will be so conveyed. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Common Properties and to cause same to be conveyed or transferred to the Association as and when it shall in its sole discretion decide. The Association may acquire or lease other lands and improvements at its own instance, from the Developer or otherwise.

Section 4. Members Easement of Enjoyment. Every Member of the Association, so long as such Membership shall continue, shall have a right and nonexclusive easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. Such easements of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in this Declaration or any Supplemental Declaration, including, but not limited to, the following:

(A) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of constructing, maintaining and improving the Common Properties and in aid thereof to mortgage said property as security therefor, provided the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and

(B) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(C) the right of the Association to suspend the enjoyment rights of any Member other than the Developer as provided in this Declaration or its Articles and By-Laws; and

(D) the right of the Association to impose reasonable membership requirements and to charge reasonable admission and other fees for the use, service and enjoyment of any recreational facility or other

improvements situated upon the Common Properties; and

(E) the right of the Association to open enjoyment of the Common Properties to persons other than Members and their guests on a temporary basis and for appropriate admission, service or use charges; and

(F) the right of the Association to make the Common Properties and/or improvements thereon available by lease, or otherwise, subject to subparagraph (H) hereof, to another entity with the right of the other entity to charge dues to Members and to permit persons who are not Members to enjoy the Common Properties on a daily fee or membership basis with the understanding the other entity shall have the right to make rules and regulations which shall be enforceable as to Members; and

(G) except as to the Developer, Membership in the Association shall entitle only a single household to the easement of enjoyment of the Common Properties; provided, however, the Association may enlarge the limitation aforesaid by a majority vote of its Board of Directors; and

(H) the right of the Developer, so long as any Lot, Living Unit or Certificate Membership is being held by the Developer for sale in the ordinary course of business, to use all or such portions of the Common Properties as the Developer shall determine in its sole discretion for the purpose of aiding in such sales, including the right to determine freely its sales tour route through Glade Springs Village even though traffic is increased in a specific area thereby and to use portions of the Common Properties for parking for prospective purchasers and such other parties as the Developer determines. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Properties; and

(I) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public or private agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by a majority vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose; and .

(J) the right of the Association to adopt rules regulating the use and enjoyment of the Common Properties, including rules requiring registration of and limiting the number of guests who may use the

Common Properties; and

(K) any restrictions, covenants or limitations contained in any deed conveying such property to the Association.

Section 5. Guests and Delegation of Easement of Enjoyment. The Association shall, upon the request of a Member, issue temporary guest cards for the use of the Common Properties of the Association by guests and invitees of such Member, provided, however, such temporary guest cards shall be limited to periods not in excess of thirty (30) days and, except as to Developer guests, shall be subject to such other reasonable limitations and rules and regulations as provided therefor by the Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner of a Living Unit may be transferred to a tenant or lessee who shall occupy such Living Unit under a written lease agreement for a term of not less than six (6) months, provided (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owners, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Association shall from time to time determine.

Section 6. Omitted in Original Declaration.

Section 7. Access to Private Streets. Each Member shall have a right of ingress and egress and passage over all streets which are Common Properties for himself, members of his household, and his guests and invitees, subject to such limitations (which limitations shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. The right to use such streets shall be appurtenant to and shall pass with the title and equity to every Lot or Living Unit. All such streets shall further be subject to a right-of-way for the agents, employees and officers of Raleigh County (and other counties when applicable), State of West Virginia, and any other governmental or quasi-governmental agency having jurisdiction in Glade Springs Village to permit the performance of their duties, including, but not limited to school buses, mail vehicles, emergency vehicles and law enforcement vehicles.

ARTICLE IX
Property Rights in Limited Common Properties

Section 1. Owners' Easement of Enjoyment. Lands designated from time to time by the Developer as limited Common Property may, at the election of the Developer, be devoted to the common use and enjoyment of the Owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other Owners. The Owners of such specifically designated Lots or Living Units, so long as such ownership shall continue, shall have a right and nonexclusive easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with the title to every such specifically designated Lot or Living Unit. Such nonexclusive easements of enjoyment shall, however, be subject to the provisions and limitations set forth in this Declaration, any Supplemental Declaration, the Articles and By-Laws of the Association, and any rules, regulations and policies adopted by the Association.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the Owners of Lots and Living Units entitled to the nonexclusive easement of enjoyment as to the particular Limited Common Properties shall have constructed permanent improvements thereon and provided for maintenance of same. At such time, the Developer shall convey the title to the particular Limited Common Properties to such entity or entities as the Owners shall direct, and on failure of the Owners to perform or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall convey to the Association, and it shall perform as provided in Section 2 of ARTICLE VII hereof.

ARTICLE X
Covenant For Maintenance Assessments

Section 1. Creation of Lien. The Developer subject to the provisions hereinafter set forth, for each Lot, Living Unit and Certificate Membership owned by it within Glade Springs Village, hereby covenants and each Owner of a Lot, Living Unit, or Certificate Membership, other than the Developer, by acceptance of a deed or certificate therefor or by entering into a contract of purchase with the Developer therefor, whether or not it shall

be so expressed in any such deed, certificate, contract of purchase or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments, and (2) Special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and cost of collection thereof, including a reasonable attorney's fee, as hereinafter provided, shall be a continuing charge and lien upon the Lot, Living Unit and Certificate Membership against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owners of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied hereunder by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the Owners and, in particular, for the construction, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated in Glade Springs Village, including, but not limited to, construction and installation of the water distribution system and sewer collection system, the payment of taxes and insurance on the Common Properties, maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of streets within Glade Springs Village, even though same may be private or may have been dedicated to the public.

Section 3. Basis and Maximum Annual Assessment. Until July 1 of the year this Declaration is executed, the maximum Annual Assessment shall be Six Hundred Thirty Dollars (\$630.00) plus applicable sales tax per Lot, Living Unit or Certificate Membership, provided, however, such Annual Assessment as to Commercial Lots shall be one such assessment for each business establishment located thereon as determined by the existence of separate water meters therefor. From and after July 1 of the year this Declaration is executed, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the

previous year by majority vote of the Board of Directors of the Association and without a vote of the membership, provided, however, that such increase shall not in any one year exceed the greater of five percent (5%) or the increase in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the “All Urban Consumer, U.S. City Average” for “General Summary, All Items” as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after July 1 of the year this Declaration is executed, the Annual Assessment may be changed prospectively from the amounts hereinabove set forth in any year, without limitation on the amount of such change, on the recommendation of the Board of Directors of the Association and approved by a majority vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, within its discretion, fix the actual Assessment for any year at an amount less than the amounts aforesaid.

Section 4. Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only, to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, sewer system and streets within Glade Springs Village, even though such streets may be private or may have been dedicated to the public, and also any repair, replacement or improvement of facilities of the Association or, any capital improvement located in, on, under, above or upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be proposed by the board of directors of the Association and have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action of Members Authorized Under Sections 3 and 4. Written notice of any meeting of the Membership called for the purpose of taking any action authorized under

Section 3 or 4 of this Article X shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all votes shall constitute a quorum. If the required quorum is not present, other meetings may be called on ten (10) days notice and the required quorum at any subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Assessments. The Annual Assessments shall commence and become due and payable as to each Lot, Living Unit and Certificate Membership on the date fixed by the Board of Directors of the Association for commencement, provided, however, that no Assessments shall be applicable to or payable with respect to any Lot, Living Unit or Certificate Membership until the first day of the second month following execution of a contract of sale by the Developer with respect to such Lot, Living Unit or Certificate Membership and, further provided, no Assessment shall commence upon a Lot, Living Unit or Certificate Membership where such contract of purchase is terminated by reason of a failure of down payment or rescission thereof pursuant to any right granted by any public and/or governmental authority or agency. Each initial Annual Assessment on a Lot, Living Unit or Certificate Membership shall be prorated according to the number of months remaining in that calendar year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment and may also be payable monthly within the discretion of the Board of Directors. The Association shall, upon written demand therefor and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot, Living Unit or Certificate Membership have been paid, which certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

Section 7. Non-Payment of Assessments. If any Assessments are not paid on the date when due, such Assessments shall become delinquent and the Association shall have the right to declare the Assessments for the entire year due and payable, together with such interest thereon and costs of collection thereof as hereinafter

provided. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Properties or by abandonment.

If Assessments have become delinquent, such Assessments shall bind such property in the hands of the then Owner, his, her or its heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Assessments shall remain the Owner's personal obligation and shall not pass to successors in title unless expressly assumed by them. Such delinquent Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Association or, if not so determined, the rate of 10% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the applicable court, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to Assessment. While an ordinary sale or transfer shall not affect the Assessment lien, any sale or transfer which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish the lien of such Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the subsequent lien thereof except with respect to any future such decree of foreclosure or proceeding in lieu of foreclosure.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the Assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Properties; (c) the Limited Common Properties; (d) utility easements and all other easements; (e) any Reserved Properties; (f) any Lot or Living Unit owned or held by the Developer prior to the initial sale or contract to sell by the Developer and excluding and exempting any such Lot or Living Unit sold or contracted to

be sold by the Developer which does not remain effective by reason of failure of down payment or rescission pursuant to any right granted or created by any public and/or governmental agency or authority, and (g) any Certificate Membership owned or held by the Developer.

Section 10. Delegation of Collection of Assessment. The Association may delegate collection of the Assessments herein provided to the Developer, its successors and assigns to be accomplished at the expense of the Association. Due to the common interest of the Developer and the Association, the failure on the part of an Owner to pay an Assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot, Living Unit or Certificate Membership.

ARTICLE XI
Architectural Control Committee

Section 1. Architectural Control Committee. Except as to original construction by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained within Glade Springs Village, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration and the Protective Covenants contained herein by the Architectural Control Committee (ACC) of the Association and in accordance with ACC rules, regulations and standards. The ACC shall make such determinations by majority vote, and the determination of the individual committee members shall be in the exercise of the sole and absolute discretion of such member. The ACC shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association, and the Association shall have authority and standing to enforce decisions of the ACC in courts of competent jurisdiction decisions of the ACC. In the event the ACC fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be adopted thereby, approval will not be required and this provision will be deemed to have been fully complied with, except to the extent such construction is in violation of the Protective Covenants. The ACC shall have the right within their discretion to set

reasonable charges and fees necessary to offset expenses incurred by them in connection with the performance of their duties hereunder and failure to pay same shall be grounds for withholding approval hereunder. The ACC, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot or Living Unit at all reasonable hours for the purpose of the performance of its functions hereunder.

ARTICLE XII **Exterior Maintenance**

Section 1. Failure to Maintain by Owner. Each Owner shall maintain his or her Lot or Living Unit and all structures, parking areas, and other improvements comprising the Lot or Living Unit in a manner consistent with this Declaration, any Supplemental Declaration, the Protective Covenants, and the Association's By-Laws, rules, regulations and policies, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot or Living Unit. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with this Declaration, any Supplemental Declaration, the Protective Covenants and the Association's By-Laws, rules, regulations and policies. The Association and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities. In the event the Owner of any Lot or Living Unit shall fail to provide properly for exterior maintenance thereof, the Association may, but shall not be obligated to, provide such exterior maintenance as follows: cut, trim, care for and maintain trees, shrubs and grass, or repair, replace and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements, including repainting or staining as needed.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed by the Association against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the Annual Assessment to which such Lot or Living Unit is subject as a personal charge

and, as a part of such Annual Assessment, it shall be a lien upon said Lot or Living Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XII, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit during reasonable business hours.

Section 4. Notice. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 5. Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party structure, each party shall appoint one arbitrator. Should any party refuse to appoint an arbitrator within 10 days after written request by the Board of Directors, the Board of Directors shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

ARTICLE XIII **Owner Liability**

Any violations of this Declaration, any Supplemental Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner other than the Developer shall be the responsibility of that Owner and all enforcement rights or penalties therefor shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in any court of competent jurisdiction for an injunction to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a personal charge, enforceable in the same manner as Assessments, against the Owner and his Lot, Living Unit or Certificate Membership for such sums as are necessary to enjoin any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

ARTICLE XIV **Suspension of Voting Rights and Easement of Enjoyment**

Section 1. Regular Suspension. Should an Member other than the Developer become delinquent in the payment of any Assessment or personal charge or violate any other provision of this Declaration, and Supplemental Declaration, or the Association Articles of Incorporation, By-Laws or Rules and Regulations, or the regulations of the ACC, the Association may deny such Member enjoyment of the Common Properties until

such time as any such delinquent Assessments or personal charges and any interest due thereon are paid and any such violations are ceased and any penalties therefor are satisfied.

Section 2. Penalty Suspension. The Association shall further have the right in its sole discretion to impose as a penalty for any such violations the suspension of such Member's easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. A Member must be given such notice and opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges against him by the Association before any decision of the Association to impose any such penalty suspension is enforced.

Section 3. General. Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such Member.

ARTICLE XV **Protective Covenants**

Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word are the Protective Covenants relative to Glade Springs Village. Every provision of this Declaration shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

ARTICLE XVI **Omitted in Original Declaration**

ARTICLE XVII **Miscellaneous Provisions**

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-six (26) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument has been recorded reflecting that such changes to the Declaration in whole or in part have been agreed to by a majority vote of each class of Members voting in person or by proxy at a meeting duly called for such purpose within the year preceding the beginning of each successive period of ten (10) years.

Section 2. Severability. If any of the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation or By-Laws of the Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held or determined to be invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby and shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of Glade Springs Village.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Association, the Developer or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations right or obligation.

Section 8. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer, joined by the Association for purposes of indicating its agreement hereto, have caused this instrument to be executed by their duly authorized corporate officers who are authorized to so execute same and their seals affixed as of 25th day of May, 2001.

ATTEST: COOPER LAND DEVELOPMENT, INC.

/s/ Richard H. Smith Secretary

By /s/ Randy Brucker President

ATTEST: GLADE SPRINGS VILLAGE
PROPERTY OWNERS ASSOCIATION, INC.

/s/ Richard H. Smith Assistant Secretary

By /s/ John A. Cooper, III President

STATE OF ARKANSAS)
)
COUNTY OF BENTON) ACKNOWLEDGMENT

On this 25th day of May, 2001, personally appeared before me, Randy Brucker and Richard H. Smith to me personally known, who, being be me duly sworn did say that they are the _____ President and _____ Secretary, respectively of COOPER LAND DEVELOPMENT, INC., an Arkansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed and delivered in behalf of said corporation, by an authority of its Board of Directors, and the said Randy Brucker and Richard H. Smith severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Benton County, Arkansas this the day and year aforesaid.

/s/ Elsie Wood
Notary Public

My Commission Expires:

February 17, 2003

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this 25th day of May 2001, personally appeared before me, John A. Cooper, III and Richard H. Smith to me personally known, who, being be me duly sworn did say that they are the _____ President and Asst. Secretary, respectively GLADE SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION, INC. a West Virginia non-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed and delivered in behalf of said corporation, by an authority of its Board of Directors, and the said John A. Cooper, III and Richard H. Smith severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Benton County , Arkansas this the day and year aforesaid.

/s/ Elsie Wood
Notary Public

My Commission Expires:

February 17, 2003