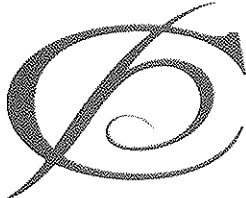


DECLARATION OF THE COMMON INTEREST COMMUNITY

KNOWN AS

THE COMMERCE DISTRICT AT

C H A R L E S  P O I N T E ®

A WEST VIRGINIA SUB COMMON INTEREST COMMUNITY

**PURSUANT TO THE PROVISIONS OF THE WEST VIRGINIA UNIFORM COMMON
INTEREST OWNERSHIP ACT, WEST VIRGINIA CODE § 36B-1-101 et. seq.**



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DECLARATION
FOR THE
COMMERCE DISTRICT AT
CHARLES POINTE

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

Genesis Partners, Limited Partnership, a West Virginia limited partnership, Ann's Run Limited Liability Company, a West Virginia limited liability company, Julia C. Compton Trust 2003, HLC, L.P., a West Virginia limited partnership, Julia C. Compton, James A. Corton, Jennifer C. Corton and Rebecca A. Compton, having their principal offices located at 1509 Johnson Avenue, Bridgeport, West Virginia, hereinafter collectively known as "Declarant", owners of the real estate located in or near the City of Bridgeport, Harrison County, West Virginia, a perimeter description of which is designated as Exhibit "A" attached hereto, hereby submit the real estate described in Exhibit "C" including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property"), to the provisions of the West Virginia Uniform Common Interest Ownership Act, West Virginia Code § 36B-1-101 et. seq., to be called hereafter the "Act", to be known as "The Commerce District At Charles Pointe."

Section 1.2 Easements and Licenses.

The real estate as set forth in Exhibit "A" consists of approximately one thousand five hundred fifteen (1,515) acres derived from a number of current deeds. In Exhibit "B" attached hereto is a full listing of the current items affecting title to said real estate.

Section 1.3 Overview Outline.

This Sub Common Interest Community, named The Commerce District At Charles Pointe, is being created by the Declarant pursuant to the terms of the Declaration for the Master Common Interest Community Known As Charles Pointe as recorded in the office of the Clerk of the County Commission of Harrison County, West Virginia in Deed Book No. 1382, at Page 636.

The real estate included in this Sub Common Interest Community is a portion of the premises, which the Declarant owns as set forth in Exhibit "A". The Declarant may from time to time convert from the real estate as set forth in Exhibit "A" additional tracts, which will become a part of this Sub Common Interest Community.



Section 1.4 Maximum Number of Units.

The maximum number of units created by this Sub Common Interest Community shall be 2,523.

Section 1.5 Defined Terms.

These terms shall apply to the Master Common Interest Community and any Sub Common Interest Community or Communities created by the Declarant.

- 1.5.1 *"Act"* means the West Virginia Uniform Common Interest Ownership Act, West Virginia Code § 36B-1-101 et. seq., as amended.
- 1.5.2 *"Affiliate of a Declarant"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.3 *"Allocated Interests"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.4 *"Association"* or *"Unit Owners' Association"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.5 *"Common Elements"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.6 *"Common Expenses"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.7 *"Common Expense Liability"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.8 *"Common Interest Community"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.9 *"Condominium"* shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.



- 1.5.10 **"Conversion Building"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.11 **"Cooperative"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.12 **"Dealer"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.13 **"Declarant"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.14 **"Declaration"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.15 **"Development Rights"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.16 **"Dispose" or "Disposition"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.17 **"Executive Board"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.18 **"Identifying Number"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.19 **"Leasehold Common Interest Community"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.20 **"Limited Common Element"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.



- 1.5.21 **"Master Association"** means an organization described in Section 120, Article two of the Act, whether or not it is also an Association described in Section 101, Article 3 of the Act. In this particular case the Master Association means the Association created in the Declaration of The Common Interest Community known as Charles Pointe.
- 1.5.22 **"Master Declaration"** shall mean the Master Declaration of the Common Interest Community Known As Charles Pointe, a West Virginia Master Common Interest Community.
- 1.5.23 **"Mortgage"** shall mean the same as defined in the Master Declaration for Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.24 **"Non-Residential Unit"** shall mean the same as defined in the Master Declaration for Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.25 **"Offering"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.26 **"Person"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.27 **"Planned Community"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.28 **"Plats and Plans"** means (i) the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding and (ii) the Declaration Plats for the Sub Common Interest Community named The Commerce District at Charles Pointe to be prepared in accordance with the requirements of Section 109, Article 2 of the Act and recorded in the office of the Clerk of the County Commission of Harrison County, West Virginia, which Declaration Plats will depict the various phases of the Sub Common Interest Community as those phases are developed.
- 1.5.29 **"Proprietary Lease"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.30 **"Purchaser"** shall mean the same as defined in the Master Declaration of Charles



Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

- 1.5.31 **"Real Estate"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.32 **"Residential Purposes"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.33 **"Resort"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.34 **"Resort Owner"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.35 **"Security Interest"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.36 **"Special Declarant Rights"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.37 **"Time Share"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.38 **"Unit"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.39 **"Unit Owner"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- 1.5.40 **"Writing"** shall mean the same as defined in the Master Declaration of Charles Pointe, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.



ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

- 2.1.1 Attached as Exhibit "D" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit represented by each Unit's assessment factor. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the total Allowable Building Floor Area ("ABFA"), or the gross square feet of allowable building floor area as allocated by the Declarant for the portion(s) of the Unit conveyed to any Owner or the Owner's predecessor in interest (the "Owner's ABFA"), and the denominator of which is the maximum gross square feet of allowable building floor area for the Property (the "Property ABFA"). Assessments shall be made based upon the total potential ABFA for each Unit Owner, rather than the actual extent of build-out by each Unit Owner within the Sub Common Interest Community.

Should either the Property ABFA or the Owner's ABFA be revised as a result of an approved amendment to the Plats and Plans or otherwise, the Executive Board shall revise the assessment factor no sooner than the date upon which the Executive Board shall adopt the annual budget pursuant to the By-Laws for the next fiscal year following the date of the revision to the Property ABFA and the Owner's ABFA. The new assessment factor shall take effect upon the determination by the Executive Board of the amount of the first assessment for the succeeding fiscal year and the new assessment factor shall remain in effect until such time as the Property ABFA and/or Owner's ABFA are again revised.

- 2.1.2 Each Unit shall have the number of votes in the Sub Association equal to its Percentage Interest.
- 2.1.3 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.
- 2.1.4 The share of Common Expense Liability for the Master Association by any Sub Association shall be in proportion to its Percentage Interest set forth in Paragraph 2.1.4 of the Master Association.

Section 2.2 Unit Boundaries.

- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans.
- 2.2.2 Each Unit in the Sub Common Interest Community is a single subdivided lot as



depicted in the Plats and Plans herein and as shall be amended from time to time by the Declarant if additional real estate is added pursuant to the terms herein. The Plats also indicate each Unit's identifying number.

ARTICLE III
**ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, AND LIMITED
COMMON ELEMENTS**

Section 3.1 Common Elements.

Declarant has indicated or will indicate on the Plats and Plans the areas of Charles Pointe that are to be used as Common Elements. Upon completion of the Common Elements by Declarant, the same will be conveyed in its entirety to the Sub Association created in the Declaration by the Declarant or a successor to the interest of the Declarant by the later of the date of conveyance of the last Unit or thirty (30) years from the date hereof . Without limiting the generality of Paragraph 1.5.5 hereof, the following are hereby designated as Common Elements.

3.1.1 Signage areas now or hereinafter designed on the Plats and Plans.

3.1.2 Any other items as delineated now or hereafter on the Plats and Plans.

Section 3.2 Binding Obligation.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.3 Ownership of Common Elements Prior to Association.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.4 Providing of Land as a Common Element.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.5 Storm Drains and Storm Water Management Basins.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and



binding.

Section 3.6 Limited Common Elements.

Those portions of the Common Elements serving one or more, but fewer than all, Units within the Sub Uniform Common Interest Community are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Paragraph 1.5.20 hereof, the following portions of Charles Pointe are hereby designated as Limited Common Elements:

3.6.1 Access drives

3.6.2 Sidewalks

3.6.3 Any portion of the Stormwater Management System not identified as part of the Common Elements of the Master Association.

3.6.4 Any other Limited Common Elements as defined or shown on the Plats and Plans now or amended.

Section 3.7 Use of Sidewalk, Street and Limited Common Elements.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.8 Surface Parking Spaces; Other Areas.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.9 Changes by Executive Board.

Subject to any limitation herein, the Executive Board may make additions, alterations or improvements to the Limited Common Elements, which in its judgment it deems necessary.

ARTICLE IV
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1 Maintenance Responsibilities.

This section shall be the same as the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and



binding.

Section 4.2 Sub Association Maintains Common Elements.

The Sub Association shall maintain, repair and replace all of the Common Elements and Limited Common Elements, as defined in this Declaration, so that the same are in good order and repair and in an attractive condition consistent with a commercial community, and in connection therewith, the Sub Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Common Elements and Limited Common Elements in a safe, sightly and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water and ice from private streets, re-paving and surfacing the curbs, walks, utilities and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements and Limited Common Elements by the Sub Association includes the payment of all utility charges applicable to the Common Elements and Limited Common Elements as defined in this Declaration.

Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Common Elements or the Limited Common Elements, and for the purpose of performing installations, alterations or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, reasonable attempts to notify the Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Common Elements or Limited Common Elements, or on any Unit through which access is taken, the Unit Owner is responsible for the damage or the Sub Association, if it is responsible, is liable for the prompt repair of the damage.

Section 4.4 Unit Owners Maintain Units.

Each Unit Owner is responsible for maintenance, repair and replacement of his Unit, including the maintenance of all landscaping items, including, decorative fencing, trees, bushes, shrubs, flowers and yard. All Units, including the landscaping items, must be maintained in good order and repair, in a sightly and serviceable condition, and in an attractive condition consistent with a commercial district. Maintenance of all landscaping items shall be performed by Declarant, at the expense of the Unit Owner. The cost of providing maintenance of landscaping items shall be a Common Expense pursuant to Article X.



ARTICLE V
EASEMENTS

Article V shall be the same as Article V and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VI
COMPLETION OF COMMON ELEMENTS

Article VI shall be the same as Article VI and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VII
AMENDMENT OF DECLARATION

Section 7.1 Amendment Generally.

- 7.1.1 This Declaration, except in cases of amendments that may be executed by the Declarant under Section 109(f) Article 2, or Section 110, Article 2 of the Act or by the Association under Section 107, Article 1, Section 106(d), Article 2, Section 108(c), Article 2, Section 112(a), Article 2, or Section 113, Article 2, of the Act, or by certain Unit Owners under Section 108(b), Article 2, Section 112(a), Article 2, Section 113(b), Article 2 or Section 118(b), Article 2 of the Act, and except as limited by subsection (d), the Declaration, including any plats and plans, may be amended only by vote or agreement of Sixty Seven Percent (67%) of the unit owners of each Sub Association.
- 7.1.2 No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.
- 7.1.3 Every amendment to the Declaration must be recorded in every county in which any portion of the common interest community is located and is effective only upon recordation. An amendment, except an amendment pursuant to Section 112(a), Article 2 of the Act, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.
- 7.1.4 Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of units, change the boundaries of any Unit, the allocated interests of a Unit, or the



uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

7.1.5 Amendments to the Declaration required by Chapter 2 of the Act to be recorded by the Association must be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

7.1.6 Notwithstanding the above, any amendment proposed to be adopted pursuant to the terms of this Declaration shall not in any way amend, alter or change any of the provisions of the Master Declaration. To that end, before any amendment may be adopted it must be submitted to the Master Executive Board to determine if such amendment will amend, alter or change any of the provisions of the Master Declaration. The interpretation of whether the proposed amendment of this Declaration shall amend, alter or change any provisions of the Master Declaration shall be the exclusive decision of the Master Executive Board whose decision shall be final.

Section 7.2 Technical Corrections.

If any amendment to the Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing, or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in a Common Interest Community or a Planned Unit Development "PUD" projects, such as, but not limited to, Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of liens on the Common Interest Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the Act.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units and Common Elements.

The occupancy and use of the Units, Common Elements and Limited Common Elements shall be subject to the following general restrictions:

8.1.1 Architectural Standards and Architectural Review Board ("ARB").

In the Master Association certain architectural standards have been delineated and are adopted for this Sub Association such that the approval process set forth in Paragraph 8.1.1 in the Master Declaration shall be the same for this Sub Association and shall be



administered by the Master Association as set forth in the Master Declaration.

Section 8.2 Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. Only buildings used for non-residential and residential purposes shall be constructed and maintained on the premises in this Sub Common Interest Community. Each structure must meet the minimum set back requirements as established by the governing municipality.
2. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.
3. All landscaping plans must be submitted, in writing, to the Declarant or the ARB for approval. This shall include, but not be limited to, such landscaping items as decorative fencing, tree rows as a form of screening or other trees, bushes, shrubs and flowers, which shall be planted in a landscape design. All landscape requests must be in compliance with all set back regulations established by the governing municipality. Following review by the Declarant or the ARB, the Unit Owner will receive, in writing, the Declarant's or the ARB's decision of approval or disapproval. Only after approval is received may the landscaping work commence.
4. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by the Declarant or the ARB. Trash may be visible only on the day or night before the day of trash pickup by the person providing such service.
5. Outside electric lighting as approved by the Declarant or the ARB thereafter must be installed in each Unit prior to the completion of the Unit and must be maintained thereafter. The lighting must be lighted at all times, from sundown to sunup.
6. Unit Owners shall not interfere with natural drainage courses and swales along the roadways.
7. No building, garage, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location and approximate cost of such structure and the grading plan of the Unit upon which such structure is to be



built, shall have been submitted to and been approved in writing by Declarant or the ARB. Approval or disapproval of said plans and specifications by the Declarant or the ARB shall be absolute and final.

8. No billboards, signboards or other advertising contrivance or medium shall be erected or maintained on any Unit except those that have been approved by the Declarant or the ARB. No "for sale" signs or realtor "for sale" signs will be permitted at the entrance sign areas or Common Areas throughout the Sub Common Interest Community.
9. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of Charles Pointe. Responsibility shall commence from time of Unit purchase. Unit Owners shall comply with the ordinances of the governing municipality.
10. These conditions, reservations, covenants and restrictions shall apply to all Units shown on Exhibit "D" whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.
11. Declarant, Genesis Partners, Limited Partnership, shall have the sole right to designate a builder who shall have the right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any building now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Units, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any building now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, Genesis Partners, Limited Partnership, in its sole, reasonable discretion, being first had and obtained. Any successor Declarant shall not enjoy the rights granted by this paragraph unless an instrument signed by Declarant; expressly granting such right has been recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia.
12. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Units, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and



regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.

Section 8.3 Survival of Article VIII.

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Common Interest Community. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE IX
LEASING

There shall be no prohibition on leasing except for those uses set forth in the Master Declaration and the requirement that all leases shall be approved by the Executive Board of the Master Association.

ARTICLE X
BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT

Section 10.1 Definition of Common Expenses.

Common Expenses shall include:

- 10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- 10.1.2 Expenses declared to be Common Expenses by the Common Interest Community documents or the Act;
- 10.1.3 Expenses agreed upon as Common Expenses by the Master Association; and
- 10.1.4 Expenses for the purpose of reimbursing the Declarant or third party entity responsible for providing the utility infrastructure (except water and sewer) as set forth in Paragraph 5.1.4 of the Master Declaration. These fees shall be known as the capital cost recovery and maintenance fee (hereinafter CCR Fee).

A. The fees shall be as follows:

- 1. Residential Users. Each separate residence shall be assessed a CCR Fee of \$5.00 per month, which shall be paid to the Master Association.



2. Nonresidential Users. Each separate nonresidential user or separate business entity shall be assessed a base CCR Fee of \$5.00 per month. In addition to the base CCR Fee, each nonresidential user or separate business entity shall be assessed an additional \$1.00 per month, per 1,000 square feet of Owners ABFA, in excess of 5,000 square feet, rounded upwards to the next thousand. By way of example, a user with 5,020 square feet would be assessed a monthly CCR Fee of \$6.00 and a user with 50,000 square feet would be assessed a monthly CCR Fee of \$50.00.

3. The CCR Fees shall be increased (but not decreased), in a sum equivalent to increases in the consumer price index (hereinafter "CPI"). The CPI utilized for this purpose shall be the data published at the end of each calendar year, and the Declarant may increase said fees each year after the CPI is published for the preceding year. The fees shall be adjusted once a year.

B. The fees shall commence upon conveyance of a Unit to any Owner from a Declarant.

C. The Master Association will monthly remit these fees to the Declarant or thirty party entity as instructed from time to time by the Declarant.

D. In addition to the above, Declarant or a third party designee may develop utilities, other than sewer and water, and offer them for use by the Unit Owners of the development. In that case, Declarant, or its third party designee, shall be entitled to charge a recurring use fee.

10.1.5 Reserves, as may be established by the Master Association, whether held in trust or by the Master Association, for repair, replacement or addition to the Common Elements or any real or personal property acquired or held by the Master Association.

Section 10.2 Apportionment of Common Expenses.

Expenses declared to be Common Expenses by the Common Interest Community documents or the Act; and

All Common Expenses assessed by the Master Association to be paid by this Sub Association shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "D" of this Declaration and any amendments thereto. In addition, Common Expense Liability related to the Common Elements and of this Sub Association that are to be used by all the Units in this Sub Common Interest Community shall be assessed in the same manner as stated above. Common Expenses related to Limited



Common Elements which are used by less than all of the Units in this Sub Common Interest Community shall be assessed equally against the Units to which the use of the Limited Common Elements were assigned at the time.

Section 10.3 Annual Payments.

10.3.1 Payments from the Unit Owners to the Sub Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's annual budget shall be paid by the Unit Owners to the Sub Association on an annual basis, payable in one (1) annual payment, which payments shall be due to the Sub Association by January 31. Special assessments shall be due and payable as set forth by the Executive Board. Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

10.3.2 Payments from the Sub Association to the Master Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's and the Master Association's annual budgets, shall be paid by the Sub Association to the Master Association on a quarterly basis, payable in four (4) quarterly payments, which payments shall be due to the Master Association by the dates of March 15, June 15, September 15 and December 15 each year. Special assessments shall be due and payable as set forth by the Executive Board.

Section 10.4 Subordination of Certain Charges.

Any fees, charges, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 116, Article 3 of the Act, shall be subordinate to the lien of a permitted Mortgage on a Unit, provided the Mortgage is a first security interest and was recorded prior to the date on which the assessment sought to be enforced became delinquent.

Section 10.5 Assignment of Income Rights.

The Master Association may assign rights to future income, including payments made on account of assessments for Common Expenses to secure any loan obtained by the Master Association for repairs, replacements, or capital improvements to the Common Elements.

Section 10.6 Special Allocation of Expenses.

If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Master Association may assess that expense exclusively against the Unit Owner's Unit.



Section 10.7 Commencement of Common Expense Assessments.

Common Expense Liability shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 10.8 Personal Liability of Unit Owners.

Notwithstanding that the assessment for a Common Expense is assessed to and paid by the Sub Association, the Owner of a Unit in the Sub Common Interest Community, at the time a Common Expense assessment or portion thereof is due and payable is personally liable for a pro-rata share of that assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 10.9 No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.10 Acceleration of Common Expense Assessments.

In the event of default for a period of ten (10) days after the due date by a Unit Owner in the payment of any Common Expense assessment levied pursuant to Paragraph 10.3.1 and/or Paragraph 10.3.2 and/or the payment by the Sub Association to the Master Association pursuant to Paragraph 10.3.2, the Executive Board of the Master Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen (15%) percent of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen (15%) percent of the total due and payable shall be assessed. Upon collection by the Master Association, the sums shall be distributed by the Master to itself and/or the Sub Association.

Section 10.11 Lien.

10.11.1 The Master Association has a statutory lien on a Unit for any assessment levied against that Unit or fine imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the Act and the Sub Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

10.11.2 As to any purchasers for value of a Unit, a lien to be perfected must be recorded pursuant to Section 116(h), Article 3 of the Act.



- 10.11.3 Any lien for delinquent Common Expense assessments or other charges that the Master Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.
- 10.11.4. If a holder of a first Mortgage on a Unit forecloses that Mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners of the Sub Common Interest Community, including the purchaser .
- 10.11.5. The Association's lien may be foreclosed in any manner provided in the Act or by the laws of the State of West Virginia, now existing or hereafter adopted.
- 10.11.6. This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- 10.11.7. In connection with the collection of any assessment and fees, including attorney's fees, late charges, fines and interest, the Association shall have all of the powers, rights and privileges and legal remedies provided by this Declaration and the Act in and about the collection and enforcement of assessments.
- 10.11.8. A judgment or decree in any action brought under this Section shall include costs and attorney's fees.
- 10.11.9. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the lien for unpaid assessments shall be extended until automatic stay of proceedings under Section 362, or succeeding Sections if amended, of the Bankruptcy Code is lifted.
- 10.11.10. Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.



Section 10.12 Association Records.

During the period of Declarant control, the Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 109, Article 4 of the Act. All financial and other records shall be made reasonably available for examination by the Sub Association and its authorized agents.

Section 10.13 Statements of Unpaid Assessments.

On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 116(g), Article 3 of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

ARTICLE XI
RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices.

Upon the specific written request of a holder of a Mortgage on a Unit or to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- 11.1.1 Copies of budgets, notices of assessment or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the Mortgage;
- 11.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- 11.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- 11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- 11.1.5 Notice of any default by the Owner of the Unit which is subject to the Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- 11.1.6 The right to examine the books and records of the Association at any reasonable time;
or



11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XII
**EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS
AND DEVELOPMENT RIGHTS**

Section 12.1 Creation of Executive Board.

There shall be an Executive Board for this Sub Common Interest Community. The number of Board Members of the Sub Association created herein shall be five (5) whose members shall be appointed by the Declarant, Genesis Partners, Limited Partnership.

Section 12.2 Control

Subject to the provisions below, Declarant's control of this Sub Association shall terminate no later than the earlier of: (i) Sixty (60) days after conveyance of seventy-five (75%) percent of the Units that may be created to Unit Owners other than a Declarant; (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any right to add new Units in all Sub Common Interest Community or Communities was last exercised.

12.2.1 Until the 60th day after conveyance of twenty-five percent (25%) of the Units, which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units of all the Sub Common Interest Community or Communities, which may be created to Unit Owners in those Sub Common Interest Community or Communities, other than Declarant, at least one (1) member of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than the Declarant, at least two (2) members of the Executive Board shall be elected by



Unit Owners, other than the Declarant.

12.2.3 The Executive Board of this Sub Association shall elect the officers and the Members of the Executive Board and officers shall take office upon election.

Section 12.3 Relationship to Master Association.

This Sub Association shall participate in the Executive Board of the Master Association as set forth in Article XII et. seq. of the Master Declaration.

Section 12.4 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 103(31), Article 1 of the Act and as defined under Paragraph 1.5.34 of the Master Declaration, now or as amended in the future.

Section 12.5 Development Rights.

Declarant reserves unto itself all Development Rights as defined in Section 103(14), Article 1 of the Act as defined under Paragraph 1.5.15 of the Master Declaration, now or as amended in the future.

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

- 13.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.
- 13.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers of the Association, upon communities in which the Common Interest Community is located and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- 13.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.



Section 13.2 Good Faith Reliance.

In performing his duties, an officer or member of the Executive Board shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- 13.2.1 One or more other officers or employees of the Master Association and/or Sub Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matter presented.
- 13.2.2 Counsel, public accountants or other persons as to matters which the officer or member of the Executive Board reasonably believes to be within the professional or expert competence of such person.
- 13.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or member of the Executive Board reasonably believes to merit confidence.

An officer or member of the Executive Board shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 13.3 Limited Liability.

No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law. This provision does not limit the liability that a Declarant may have as set forth in Section 111, Article 3, of the Act

Section 13.4 Rules and Regulations.

- 13.4.1 The Executive Board may promulgate rules and regulations for the use and enjoyment by the Unit Owners of the Common Elements. The rules and regulations may not be in violation of any applicable ordinance, statute, rule or regulation.
- 13.4.2 The Executive Board may also set and publish a set of fines for violation by any Unit Owner, except the Declarant, of those rules and regulations. Any fine so imposed may be collected certifying them as liens pursuant to the provisions in the Declaration and may be collected in the same manner as other liens imposed herein.



Before, however, any fines may become liens, the Executive Board must establish a notice and appeal system and permit an administrative redress by the Unit Owner.

Section 13.5 Indemnification.

To the extent permitted under West Virginia law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Master Association and the Sub Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approves such settlement and reimbursement as being in the best interests of the Master Association or the Sub Association, as the case may be; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.5 shall be paid by the Sub Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under West Virginia law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Sub Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member and/or officer, after the Sub Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Sub Association.

Section 13.6 Directors and Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Sub Association and all Unit Owners set forth in Section 13.5 above, if and to the extent available at a reasonable cost.



ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

Article XIV shall be the same as Article XIV and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Article XV shall be the same as Article XV and all Paragraphs of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XVI
INSURANCE

Section 16.1 Insurance to be Carried by Sub Association.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Sub Association shall maintain, to the extent reasonably available, all of the following:

- 16.1.1 Property insurance on the Limited Common Elements insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety percent (90%) of the actual cash value of the Limited Common Elements, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- 16.1.2 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury, and property damage, arising out of or in connection with the use, ownership, or maintenance of the Common Elements and Limited Common Elements.
- 16.1.3 Insurance described in Paragraph 16.1.1 above to the extent reasonably available, shall include the Units but shall not include improvements and betterments installed by Unit Owners.
- 16.1.4 If the insurance described herein above is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.



Instrument	Book	Page
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16.1.5 The policy terms of the insurance shall be in accordance with Section 113, Article 3, of the Act.

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IN WITNESS WHEREOF, the parties have executed this document this 20th day of OCTOBER, 2005.

GENESIS PARTNERS LIMITED PARTNERSHIP:
By: REALCOM, INC., Its General Partner

By: James A. Corton
James A. Corton, Its President

ANN'S RUN LIMITED LIABILITY COMPANY:
By: REALCOM, INC., Its Manager

By: James A. Corton
James A. Corton, Its President

JULIA C. COMPTON TRUST 2003,
Formerly known as the C. E. Compton Trust
Dated February 27, 1984

By: James A. Corton
James A. Corton, Trustee

By: Rickey D. Lambert
Rickey D. Lambert, Trustee

By: Jennifer C. Corton
Jennifer C. Corton, Trustee

By: James M. Compton
James M. Compton, Trustee

HLC, L. P.
By: Realcom HLC, LLC, General Partner

By: Realcom, Inc., Member of Realcom HLC, LLC

By: James A. Corton
Its President



Julia C. Compton
Julia C. Compton

James A. Corton
James A. Corton

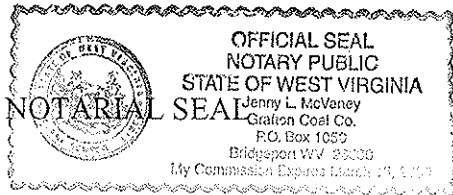
Jennifer C. Corton
Jennifer C. Corton

Rebecca A. Compton
Rebecca A. Compton



STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by James A. Corton, who acknowledged himself to be the President of Realcom, Inc., General Partner of Genesis Partners, Limited Partnership, a West Virginia limited partnership.

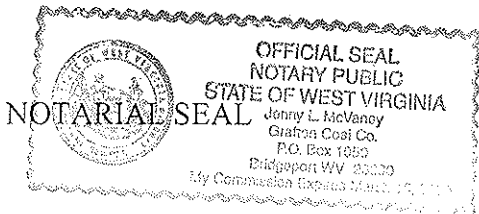


Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

he foregoing instrument was acknowledged before me this 20th day of October, 2005, by James A. Corton, who acknowledged himself to be the President of Realcom, Inc., Manager of Ann's Run Limited Liability Company, a West Virginia limited liability company.

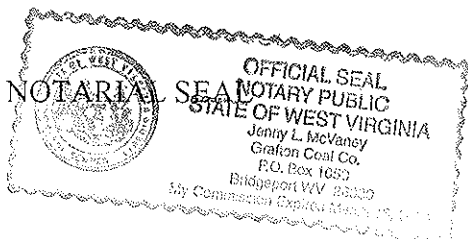


Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by James A. Corton, Trustee, and Rickey D. Lambert, Trustee, Jennifer C. Corton, Trustee, and James M. Compton, Trustee, under the Julia C. Compton Trust 2003.



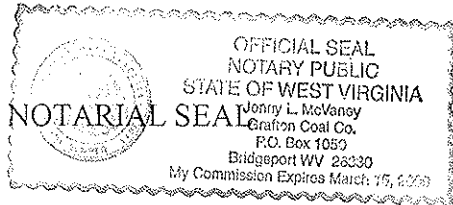
Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009



STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by James A. Corton, who acknowledged himself to be the President of Realcom HLC, LLC, General Partner, of HLC, L.P., a West Virginia limited partnership..

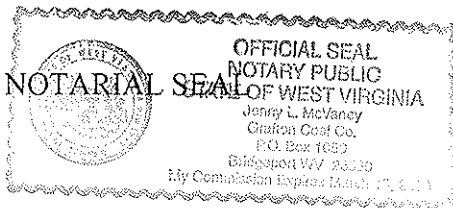


Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by James A. Corton and Jennifer C. Corton.

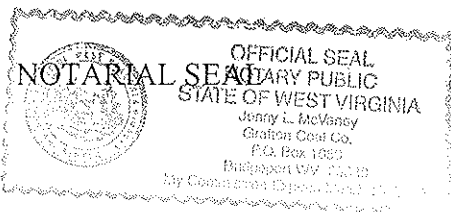


Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009

STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Julia C. Compton.



Jenny L. McVane
Notary Public

My Commission Expires: March 15, 2009



STATE OF WEST VIRGINIA :
: TO-WIT:
COUNTY OF HARRISON :

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Rebecca A. Compton.



Jenny L. McVaney
Notary Public

My Commission Expires: March 15, 2009

Prepared by:

James A. Harris
Waters, Warner & Harris PLLC
701 Goff Building
P.O. Box 1716
Clarksburg, West Virginia 26302-1716

**CHARLES POINTE MASTER DECLARATION
PROPERTY DESCRIPTION
EXHIBIT "A"**

FIRST:

A parcel of land situate in Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a point, said point being at the intersection of the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73) and the westerly right-of-way line of West Virginia Route 279; thence with thirty two lines of said West Virginia Route 131 right-of-way line, S 46° 12' 58" W, 175.02 feet to a point; thence, S 46° 56' 21" W, 180.64 feet to a point; thence, S 37° 20' 14" W, 77.74 feet to a point; thence, S 32° 14' 08" W, 72.86 feet to a point; thence, S 30° 38' 40" W, 70.80 feet to a point; thence, S 30° 50' 42" W, 309.93 feet to a point; thence, S 31° 41' 58" W, 355.97 feet to a point; thence, S 30° 25' 17" W, 286.30 feet to a point; thence, S 29° 09' 21" W, 139.24 feet to a point; thence, S 28° 03' 16" W, 160.89 feet to a point; thence, S 24° 38' 28" W, 120.24 feet to a point; thence, S 21° 34' 45" W, 104.51 feet to a point; thence, S 19° 25' 09" W, 76.60 feet to a point; thence, S 16° 28' 44" W, 77.77 feet to a point; thence, S 13° 38' 50" W, 98.05 feet to a point; thence, S 11° 58' 26" W, 99.52 feet to a point; thence, S 10° 54' 33" W, 61.73 feet to a point; thence, S 9° 52' 17" W, 245.11 feet to a point; thence, S 12° 23' 31" W, 60.44 feet to a point; thence, S 16° 45' 26" W, 85.39 feet to a point; thence, S 20° 17' 44" W, 90.82 feet to a point; thence, S 21° 43' 02" W, 243.31 feet to a roof bolt found; thence, S 21° 20' 41" W, 618.00 feet to a point; thence, S 22° 06' 27" W, 228.13 feet to a point; thence, S 29° 08' 52" W, 115.05 feet to a point; thence, S 38° 43' 36" W, 69.00 feet to a point; thence, S 41° 32' 42" W, 128.98 feet to a point; thence, S 44° 54' 29" W, 217.74 feet to a point; thence, S 51° 58' 17" W, 65.62 feet to a point; thence, S 56° 18' 18" W, 676.90 feet to a point; thence, S 55° 09' 16" W, 139.06 feet to a point; thence, S 44° 41' 23" W, 81.61 feet to a rebar found; thence leaving said West Virginia Route 131 right-of-way line, N 33° 23' 59" W, 442.61 feet to a rebar found; thence, N 42° 08' 54" W, 644.68 feet to a rebar found; thence, N 7° 53' 55" W, 720.96 feet to a rebar found; thence, N 2° 36' 04" E, 728.72 feet to a rebar found; thence, S 74° 47' 50" W, 1018.17 feet to a fence post found; thence, S 9° 24' 26" E, 1458.32 feet to a track spike found in poplar stump; thence, S 2° 07' 26" E, 939.69 feet to a 24" hickory found; thence, S 73° 13' 34" W, 490.37 feet to a iron pipe found; thence, N 78° 21' 06" W, 13.59 feet to a rebar found; thence, S 23° 18' 32" E, 697.13 feet to a rebar found in the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73); thence with seven lines of said West Virginia Route 131 right-of-way, S 57° 54' 06" W, 163.69 feet to a point; thence, S 56° 15' 25" W, 72.68 feet to a point; thence, S 53° 19' 18" W, 57.66 feet to a point; thence, S 49° 08' 42" W, 62.83 feet to a point; thence, S 44° 18' 26" W, 114.25 feet to a point; thence, S 39° 01' 04" W, 146.48 feet to a point; thence, S 35° 01' 45" W, 224.45

feet to a point; thence leaving said West Virginia Route 131 right-of-way line, N 38° 17' 55" W, 473.23 feet to a rebar found; thence, N 86° 33' 27" E, 96.52 feet to a rebar found; thence, N 56° 13' 54" E, 108.05 feet to a rebar found; thence, N 60° 38' 05" E, 132.50 feet to a rebar found; thence, N 62° 15' 29" E, 109.72 feet to a rebar found; thence, N 57° 05' 24" E, 91.19 feet to a rebar found; thence, N 54° 38' 56" E, 21.19 feet to a rebar found; thence, N 23° 18' 32" W, 358.33 feet to a rebar found; thence, S 75° 41' 50" W, 458.21 feet to a rebar found; thence, N 16° 43' 52" W, 597.48 feet to a rebar found; thence, N 78° 21' 06" W, 1733.17 feet to a point along Worthington Drive; thence with four lines of said Worthington Drive, S 11° 37' 54" E, 102.37 feet to a point; thence, S 6° 28' 23" W, 231.94 feet to a point; thence, S 30° 28' 48" W, 123.86 feet to a point; thence, S 41° 27' 54" W, 382.38 feet to rebar found; thence leaving said Worthington Drive, N 21° 20' 06" W, 137.00 feet to a rebar found; thence, N 59° 54' 36" W, 361.23 feet to a rebar found; thence, N 77° 12' 24" W, 293.26 feet to a rebar found; thence, S 14° 11' 40" W, 755.40 feet to a roof bolt found; thence, N 78° 20' 47" W, 401.18 feet to a rebar found; thence, N 78° 57' 12" W, 179.93 feet to a rebar found; thence, S 11° 35' 07" W, 109.30 feet to a rebar found; thence, N 78° 24' 53" W, 123.34 feet to a rebar found; thence, S 14° 53' 42" W, 15.03 feet to a rebar found; thence, N 78° 24' 53" W, 15.03 feet to a rebar found; thence, N 14° 53' 42" E, 123.26 feet to a rebar found; thence, N 78° 57' 12" W, 15.03 feet to a rebar found; thence, N 39° 05' 17" W, 128.70 feet to a rebar found; thence, N 61° 28' 56" W, 80.63 feet to a rebar found; thence, N 84° 31' 18" W, 96.19 feet to a rebar found; thence, N 77° 11' 49" W, 38.33 feet to a rebar found; thence, N 68° 32' 12" W, 217.01 feet to a rebar found; thence, S 46° 29' 20" W, 136.38 feet to a rebar found; thence, N 24° 58' 00" W, 110.21 feet to a rebar found; thence, S 30° 56' 00" W, 301.67 feet to a rebar found; thence, N 37° 01' 00" W, 135.90 feet to a rebar found; thence, N 35° 02' 00" W, 43.70 feet to a rebar found; thence, N 30° 57' 00" E, 25.80 feet to a rebar found; thence, N 26° 54' 00" W, 634.07 feet to a rebar found; thence, N 35° 44' 11" E, 2068.79 feet to a iron pipe found; thence, N 53° 00' 09" W, 99.51 feet to a iron pipe found; thence, N 78° 50' 16" W, 233.14 feet to a iron pipe found; thence, N 62° 28' 59" W, 295.87 feet to a rebar found; thence, N 52° 37' 59" W, 351.36 feet to a rebar found; thence, N 64° 28' 59" W, 305.82 feet to a rebar found; thence, N 60° 06' 59" W, 90.31 feet to a 14" poplar found; thence, N 48° 25' 59" W, 441.69 feet to a 10" maple found; thence, N 67° 17' 59" W, 176.00 feet to a rebar found; thence, S 81° 12' 01" W, 152.00 feet to a rebar found; thence, N 47° 35' 59" W, 156.00 feet to a rebar found; thence, S 89° 35' 01" W, 146.95 feet to a rebar found; thence, N 0° 12' 50" E, 1096.16 feet to a iron pipe found in the southerly right-of-way line of interstate I-79; thence with twenty two lines of said I-79 right-of-way line, N 80° 34' 47" E, 580.79 feet to a rebar found; thence, S 82° 33' 10" E, 329.57 feet to a concrete monument found; thence, N 13° 54' 40" E, 89.94 feet to a rebar found; thence, N 82° 55' 39" E, 798.44 feet to a rebar found; thence, N 62° 24' 43" E, 922.12 feet to a rebar found; thence, S 39° 42' 55" E, 339.00 feet to a rebar found; thence, N 71° 42' 56" E, 849.85 feet to a rebar found; thence, N 57° 05' 26" E, 1045.04 feet to a rebar found; thence, N 3° 06' 43" E, 531.35 feet to a rebar found; thence, N 31° 19' 12" E, 1058.81 feet to a rebar found; thence, N 28° 36' 33" E, 347.14 feet to a rebar found; thence, N 45° 55' 54" E, 145.20 feet to a rebar found; thence, N 45° 55' 55" E, 727.26 feet to a rebar found; thence, N 39° 35' 56" E, 288.14 feet to a rebar

found; thence, N 63° 35' 49" E, 1028.09 feet to a rebar found; thence, S 69° 43' 33" E, 185.21 feet to a rebar found; thence, N 57° 26' 22" E, 601.69 feet to a rebar found; thence, S 72° 51' 14" E, 273.13 feet to a rebar found; thence, N 87° 18' 19" E, 274.51 feet to a rebar found; thence, N 60° 52' 26" E, 141.87 feet to a rebar found; thence, N 78° 50' 06" E, 304.15 feet to a rebar found; thence, N 18° 34' 12" E, 59.97 feet to a rebar found in the westerly right-of-way line of West Virginia Route 279; thence with twenty seven lines of said Route 279 right-of-way line, S 8° 35' 46" E, 327.48 feet to a rebar found; thence, S 30° 24' 49" E, 134.01 feet to a rebar found; thence, S 27° 14' 04" E, 114.97 feet to a rebar found; thence, S 53° 02' 34" E, 154.64 feet to a rebar found; thence, N 83° 23' 46" E, 171.62 feet to a rebar found; thence, S 48° 12' 27" E, 224.73 feet to a rebar found; thence, S 53° 23' 14" E, 130.61 feet to a rebar found; thence, S 10° 58' 17" W, 110.02 feet to a rebar found; thence, S 41° 46' 08" E, 270.30 feet to a rebar found; thence, S 49° 23' 43" E, 110.11 feet to a rebar found; thence, S 74° 55' 48" E, 112.93 feet to a rebar found; thence, S 78° 47' 38" E, 110.91 feet to a rebar found; thence, S 77° 59' 59" E, 45.62 feet to a rebar found; thence, S 43° 29' 02" E, 168.86 feet to a rebar found; thence, S 63° 50' 14" E, 263.03 feet to a rebar found; thence, S 70° 54' 48" E, 187.43 feet to a rebar found; thence, S 41° 21' 51" E, 455.13 feet to a rebar found; thence, S 22° 02' 09" E, 224.18 feet to a rebar found; thence, S 25° 24' 11" E, 277.73 feet to a rebar found; thence, S 8° 39' 45" E, 239.46 feet to a rebar found; thence, S 30° 44' 58" E, 205.78 feet to a rebar found; thence, S 19° 29' 55" E, 200.30 feet to a rebar found; thence, S 15° 52' 10" W, 150.98 feet to a rebar found; thence, S 10° 18' 16" E, 455.98 feet to a rebar found; thence, S 32° 56' 46" E, 186.42 feet to a rebar found; thence, N 81° 55' 53" E, 74.13 feet to a rebar found; thence, S 44° 18' 20" E, 31.16 feet to the beginning, containing 1360.95 acres, more or less.

SECOND:

A parcel of land situate in Simpson District, Harrison County, West Virginia, being more particularly described as follows:

Beginning at a rebar found, said rebar being at the intersection of the northerly right-of-way line of West Virginia Route 131 (formerly West Virginia Route 73) and the easterly right-of-way line of West Virginia Route 279; thence with twenty eight lines of said West Virginia Route 131 right-of-way line, N 44° 48' 08" W, 174.21 feet to a rebar; thence, N 20° 13' 04" W, 319.54 feet to a rebar; thence, N 20° 33' 11" W, 309.11 feet to a rebar; thence, N 29° 52' 25" W, 81.25 feet to a rebar; thence, N 21° 49' 27" W, 482.07 feet to a point; thence, N 24° 12' 44" W, 52.00 feet to a point; thence, N 14° 53' 26" W, 321.85 feet to a point; thence, N 75° 16' 38" E, 206.71 feet to a point; thence, N 17° 44' 37" E, 51.31 feet to a rebar found; thence, N 22° 18' 24" W, 209.78 feet to a point; thence, N 62° 34' 12" W, 89.11 feet to a point; thence, S 80° 08' 45" W, 229.96 feet to a point; thence, N 62° 09' 45" W, 219.16 feet to a point; thence, N 53° 34' 48" W, 227.70 feet to a rebar found; thence, N 50° 37' 17" W, 305.28 feet to a point; thence, N 55° 58' 05" W, 534.08 feet to a point; thence, N 52° 47' 22" W, 460.01 feet to a point; thence, N 48° 22' 04" W, 160.19 feet to a point; thence, N 38° 04' 08" W, 188.31 feet to

a point; thence, N 25° 20' 50" W, 500.00 feet to a point; thence, N 20° 11' 42" W, 203.10 feet to a point; thence, N 23° 33' 35" W, 108.36 feet to a point; thence, N 4° 25' 37" W, 45.49 feet to a point; thence, N 2° 58' 07" W, 100.78 feet to a point; thence, N 23° 11' 32" W, 145.92 feet to a point; thence, N 27° 27' 27" W, 271.98 feet to a point; thence, N 30° 45' 03" W, 201.44 feet to a point; thence, N 44° 57' 35" W, 200.16 feet to a rebar found; thence leaving said West Virginia Route 279 right-of-way line, S 86° 43' 37" E, 548.29 feet to a fence post found; thence, S 29° 43' 37" E, 771.00 feet to a fence post found; thence, N 77° 50' 07" E, 2210.15 feet to a set stone found; thence, S 5° 35' 53" E, 1326.88 feet to a large stump found; thence, S 28° 56' 18" E, 412.21 feet to a set stone found; thence, S 88° 08' 20" E, 50.40 feet to a rebar found; thence, S 33° 07' 53" E, 258.70 feet to a fence post found; thence, S 71° 09' 07" W, 498.23 feet to a rebar found; thence, S 1° 46' 07" W, 546.83 feet to a 60" maple found; thence, S 41° 41' 40" E, 1358.55 feet to a 30" stump found in the northerly right-of-way line of West Virginia Route 131; thence with four lines of said right-of-way line, S 38° 48' 20" W, 123.52 feet to a point; thence, S 33° 49' 07" W, 415.42 feet to a point; thence, S 38° 04' 07" W, 161.00 feet to a point; thence, S 50° 04' 55" W, 471.75 feet to the beginning, containing 156.06 acres, more or less.

EXHIBIT "B"

1. By instrument dated September 8, 1923 (Deed Book No. 345, page 50), R. B. Gawthrop and Lena Gawthrop, his wife, leased to Bridgeport Natural Oil and Gas Company for a term of five years all the oil and gas within and underlying a tract of land containing 20 acres.
2. By instrument dated September 8, 1923 (Deed Book No. 345, page 41), Cornelia Gawthrop, and others, leased to Bridgeport Natural Gas and Oil Company for a term of five years all the oil and gas within and underlying a tract of land containing 71 acres, more or less.
3. By an undated instrument (Deed Book No. 367, page 414), Cornelia Gawthrop, and others, granted a right of way to Bridgeport Natural Oil and Gas Company to lay, maintain, repair and remove a pipeline.
4. By instrument dated August 15, 1929 (Deed Book No. 405, page 148), R. B. Gawthrop and Lena Gawthrop, his wife, granted to Monongahela West Penn Public Service Company a right of way for the installation, maintenance and removal of a communication system.
5. By instrument dated August 26, 1929 (Deed Book No. 405, page 156), Cornelia Gawthrop, widow, and others, granted a right of way to Monongahela West Penn Public Service Company for the installation, repair and removal of a communication system.
6. By instrument dated March 30, 1953 (Deed Book No. 758, page 266), Ray B. Gawthrop and Lena L. Gawthrop, his wife, granted to The Chesapeake and Potomac Telephone Company of West Virginia a right of way to lay, maintain and remove a communication system.
7. By instrument dated June 16, 1967 (Deed Book No. 943, page 720), Ray B. Gawthrop granted to The Chesapeake and Potomac Telephone Company of West Virginia a right of way to lay, maintain and remove a communication system.
8. The deed dated August 1, 1988 (Deed Book No. 1189, page 93), by Ruth G. Davis and Leon B. Davis, her husband, to Grafton Coal Company excepted and reserved all minerals including, but not limited to, the coal, oil and gas, together with such drilling, mining and other rights and privileges necessary or convenient for the mining and removal of all of said minerals.
9. The deed dated April 1, 1980 (Deed Book No. 1090, page 806), by Lena L. Gawthrop, widow, to Ruth G. Davis, was made subject to an easement and right of way heretofore granted to Asa D. Gawthrop by Lena L. Gawthrop, said easement and right of way being granted for ingress and egress of pedestrian, livestock and vehicular traffic.
10. The deed dated December 6, 1978 (Deed Book No. 1074, page 618), by James Rodney Christie and Susan Ann Christie, his wife, to Chas. E. Compton reserved the right and

liberty at all times to use water from a well for domestic purposes, together with a right of way and easement for the construction, operation and maintenance of flow lines and water lines necessary for the transportation of water produced from the well and to repair, cleanse and maintain the well if necessary.

11. By instrument dated November 9, 1960 (Deed Book No. 845, page 337), J. E. Jones and Nellie C. Jones, his wife, granted a right of way to Hope Natural Gas Company to open, repair and maintain a roadway.

12. By instrument dated July 23, 1973 (Deed Book No. 1014, page 845), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate, replace and remove a six inch gas pipeline.

13. By instrument dated June 11, 1975 (Deed Book No. 1037, page 32), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to construct, lay, maintain, replace and remove gas regulators, meters, heaters, cleaners, relief valves and similar appliances.

14. By instrument dated March 2, 1982 (Deed Book No. 1113, page 471), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove a pipeline for the transportation of water, oil and gas.

15. By instrument dated August 4, 1986 (Deed Book No. 1179, page 764), C. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a right of way for an electric distribution line over property they acquired in Deed Book No. 1074, page 618.

16. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

17. By instrument dated August 23, 1937 (Deed Book No. 485, page 242), Marie Frum Hatch and Darrell K. Hatch, her husband, leased the oil and gas within and underlying a tract of 112.5 acres, more or less, to Hope Natural Gas Company.

18. By instrument dated August 23, 1937 (Deed Book No. 485, page 245), Marie Frum Hatch and Darrell K. Hatch, her husband, leased the oil and gas within and underlying a tract of 47 acres, more or less, to Hope Natural Gas Company.

19. By instrument dated December 18, 1937 (Deed Book No. 489, page 503), Marie Frum Hatch and Darrell K. Hatch, her husband, granted to Hope Natural Gas the right to erect, maintain, operate and remove a line of poles.

20. By instrument dated June 10, 1957 (Deed Book No. 800, page 33), Jesse E.

Jones and Nellie C. Jones, his wife, granted to Hope Natural Gas Company a right to lay, operate, maintain and remove pipelines for the transportation of water, oil and gas.

21. By instrument dated December 16, 1974 (Deed Book No. 1030, page 602), Jesse E. Jones and Nellie C. Jones, his wife, granted to Chesapeake & Potomac Telephone Company of West Virginia a right of way to construct, operate and remove a communications system.

22. By instrument dated March 2, 1982 (Deed Book No. 1113, page 471), C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove pipelines for the transportation of water, oil and gas.

23. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

24. By instrument dated May 18, 1994 (Deed Book No. 1255, page 216), Chas. E. Compton and Julia C. Compton, his wife, granted to Bell Atlantic - West Virginia a right of way to operate, repair, maintain and replace an aerial communication system on the poles of the Rural Electrification Association.

25. By instrument dated October 28, 1971 (Deed Book No. 997, page 269), Don Higinbotham, C. E. Compton and Julia Compton, his wife, and Lemuel H. Higinbotham and Jo Ann T. Higinbotham, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate, replace and remove a pipeline for the transportation of water, oil and gas.

26. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

27. By instrument dated June 5, 1951 (Deed Book No. 708, page 145), W. H. Steele and Rose Steele, his wife, granted to Monongahela Power Company a right of way for a transmission and distribution system.

28. By instrument dated June 1, 1951 (Deed Book No. 708, page 146), W. H. Steele and Rose Steele, his wife, granted to Hope Natural Gas Company a right of way to lay, maintain, remove and replace a pipeline for the transportation of water, oil and gas.

29. By instrument dated April 27, 1966 (Deed Book No. 921, page 687), Lester Earl Steele and Marlene Steele, his wife, granted to Chesapeake & Potomac Telephone Company of West Virginia a right of way to construct, operate, maintain, replace and remove a communication system.

30. By instrument dated September 30, 1971 (Deed Book No. 997, page 267),

Lester E. Steele and Marlene B. Steele, his wife, and Charles M. Steele, attorney-in-fact for Rose B. Steele, granted a right of way to Consolidated Gas Supply Corporation to lay, operate, maintain and remove pipelines for the transportation of water, oil and gas.

31. By instrument dated September 30, 1971 (Deed Book No. 998, page 80), Lester E. Steele and Marlene B. Steele, his wife, and Charles M. Steele, attorney-in-fact for Rose B. Steele granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove pipelines.

32. By instrument dated September 30, 1971 (Deed Book No. 998, page 84), Lester E. Steele and Marlene B. Steele, his wife, and Charles M. Steele, attorney-in-fact for Rose B. Steele, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain, operate and remove pipelines.

33. By instrument dated September 30, 1971 (Deed Book No. 998, page 944), Lester E. Steele and Marlene B. Steele, his wife, and Charles M. Steele, attorney-in-fact for Rose B. Steele, granted to Consolidated Gas Supply Corporation a right to construct a road.

34. By instrument dated June 15, 1976 (Deed Book No. 1047, page 433), Lester E. Steele and Marlene B. Steele, his wife, granted to Consolidated Gas Supply Corporation the right to construct a road.

35. By instrument dated January 22, 1980 (Deed Book No. 1088, page 860), Charles E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way to lay, operate, maintain and remove a pipeline for the transportation of water, oil and gas.

36. By instrument dated October 10, 1989 (Deed Book No. 1199, page 967), Chas. E. Compton and Julia C. Compton, his wife, granted to CNG Transmission Corporation the right to locate, maintain, replace and remove tanks and other containers.

37. The deed dated June 2, 1966, (Deed Book No. 920, page 483) from William Charles Callison and Eloise Mae Callison, his wife, to Chas. E. Compton excepted and reserved all of the oil and gas, together with all necessary and convenient rights and privileges to drill and operate for said oil and gas and for laying pipelines, building tanks, stations and structures to take care of said oil and gas.

38. By instrument dated April 1, 1953, (Deed Book No. 794, page 560) Hettie Mae McDonald and Carl S. McDonald granted to The Chesapeake & Potomac Telephone Company of West Virginia the right to construct, operate and maintain its lines of telephone and telegraph.

39. By instrument dated December 18, 1975, (Deed Book No. 1078, page 81) Charles E. Compton and Julia C. Compton, his wife, entered into an agreement with Consolidated

Gas Supply Corporation regarding and pertaining to the usage of free gas privileges.

40. By instrument dated December 11, 1979, (Deed Book No. 1097, page 613) Charles E. Compton and Julia Compton, his wife, granted to the West Virginia Department of Highways a permanent utility easement.

41. By instrument dated February 3, 1982, (Deed Book No. 1114, page 381) Charles E. Compton and Julia Compton, his wife, conveyed to Monongahela Power Company a perpetual easement or distribution line easement for electric distribution lines and telephone lines and additions thereto.

42. By instrument dated May 18, 1994, (Deed Book No. 1255, page 216) Chas. E. Compton and Julia C. Compton, husband and wife, granted to Bell Atlantic - West Virginia, Inc. the right and easement to install, construct, reconstruct, operate, maintain, repair, replace and remove an aerial telecommunications cable and any associated anchors, guys and other appurtenances.

43. By instrument dated February 15, 1924, (Deed Book No. 404, page 6) W. M. Davis and Josie S. Davis, his wife, granted to Clarksburg Light & Heat Company a right of way for a pipeline.

44. By instrument dated January 24, 1938, (Deed Book No. 502, page 512) W. M. Davis and Josie Stout Davis, his wife, granted to West Penn Public Service Company a right of way for an electric distribution and telephone system.

45. By instrument dated March 13, 1946, (Deed Book No. 603, page 15) W. M. Davis and Josephine Davis, his wife, granted to Monongahela Power Company a right of way for an electric distribution and telephone system.

46. By instrument dated April 27, 1953, (Deed Book No. 758, page 256) W. M. Davis and Josephine Davis, his wife, granted to C & P Telephone Company of West Virginia a right of way for telephone and telegraph lines.

47. By instrument dated June 25, 1962, (Deed Book No. 870, page 585) Virginia Davis Fleming and Harold J. Fleming, her husband, et al., signed a modification agreement with Hope Natural Gas Company for the exploration and operation for oil and gas.

48. By instrument dated March 24, 1969, (Deed Book No. 955, page 491) Chas. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines for the transportation of water, oil, gas and other products and for a line of poles for telephone and other wires.

49. By instrument dated June 11, 1975, (Deed Book No. 1037, page 32) C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right

of way for the construction, operation, maintenance, replacement and removal of gas regulators, meters, and other appliances, together with pipelines for transportation of gas to and from such appliances.

50. By instrument dated September 17, 1976, (Deed Book No. 1049, page 577) Chas. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a perpetual easement for electric distribution lines and telephone lines and additions thereto.

51. The deed dated May 29, 1974, (Deed Book No. 1023, page 1092) from Harold H. Fidler and Marjorie Lucille Fidler, his wife, conveyed to Chas. E. Compton excepted and reserved all of the oil and gas, together with storage rights and the usual rights and privileges to drill for, mine and remove said oil and gas.

52. By deed dated November 29, 1944, (Deed Book No. 574, page 270) Hazel S. Willis and C. A. Willis, her husband, conveyed to Sherrodsville Mining Company, Pittsburgh coal, together with certain mining rights and privileges.

53. By instrument dated November 27, 1899, (Deed Book No. 116, page 417) Mary E. Sandusky, guardian of Hazel Sandusky, minor child of G. W. Sandusky, deceased, granted to South Penn Oil Company a lease for mining and operating for oil and gas and laying pipelines, building tanks, stations and structures.

54. By instrument dated June 1, 1903, (Deed Book No. 143, page 48) Mary E. Sandusky, Special Commissioner for Hazel Sandusky, infant, granted to South Penn Oil Company a lease for mining and operating for oil and gas.

55. By instrument dated April 8, 1916, (Deed Book No. 256, page 471) Hazel Sandusky Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for one 6-inch pipeline for transportation of oil and gas.

56. By instrument dated October 20, 1916, (Deed Book No. 265, page 442) between Hazel S. Willis and C. A. Willis, her husband, and to Hope Natural Gas Company a of the terms of the lease described in paragraph 3 hereinabove were modified.

57. By instrument dated August 3, 1921, (Deed Book No. 325, page 98) between Hazel S. Willis and C. A. Willis, her husband, and Hope Natural Gas Company the terms of the leases described in paragraphs 2 and 3 above were modified.

58. By instrument dated September 19, 1922, (Deed Book No. 335, page 181) between Hazel S. Willis and C. A. Willis, her husband, and Hope Natural Gas Company the rental for Well No. 3609 was modified.

59. By instrument dated November 24, 1937, (Deed Book No. 488, page 206)

Hazel Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for a gas regulator, meter, heater and appliance buildings for natural gas.

60. By instrument dated December 21, 1937, (Deed Book No. 488, page 297) Hazel S. Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for a line of poles with wires.

61. By instrument dated March 7, 1941, (Deed Book No. 523, page 525) Hazel S. Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for a pipeline for transporting water, oil and gas and related products.

62. By instrument dated June 19, 1941, (Deed Book No. 526, page 498) between Hazel S. Willis and C. A. Willis, her husband, and Hope Natural Gas Company the terms of Lease No. 8720 relating to Well No. 3609 were modified.

63. By instrument dated January 31, 1942, (Deed Book No. 534, page 551) Hazel Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way.

64. By instrument dated June 6, 1951, (Deed Book No. 708, page 147) Hazel S. Willis and C. A. Willis, her husband, granted to Monongahela Power Company a right of way for a transmission and distribution system, including private telephone circuits.

65. By instrument dated November 29, 1944, (Deed Book No. 574, page 273) Hazel S. Willis and C. A. Willis, her husband, granted to Sherrodsville Mining Company the right and privilege of depositing overburden, spoil and waste from the mining operations on their property.

66. By instrument dated December 10, 1943, (Deed Book No. 558, page 308) Hazel S. Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for gas regulators, meters, heaters and similar appliances for the transportation, control and measurement of natural gas, together with suitable buildings to house appliances.

67. By instrument dated March 8, 1943, (Deed Book No. 547, page 503) Hazel Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for a 12-inch pipeline.

68. By instrument dated March 8, 1943, (Deed Book No. 547, page 499) Hazel Willis and C. A. Willis, her husband, granted to Hope Natural Gas Company a right of way for a 10-inch pipeline.

69. By instrument dated March 27, 1967, (Deed Book No. 867, page 33) between Ruth L. Willis, et al., and Hope Natural Gas Company the lease in Deed Book No. 122, page 431, was modified.

70. By instrument dated February 17, 1972, (Deed Book No. 998, page 954) Harold H. Fidler and Lucille Fidler, his wife, granted to Consolidated Gas Supply Corporation the right to open, repair, maintain and use a vehicular roadway.

71. By instrument dated February 8, 1943, (Deed Book No. 547, page 128) M. H. Thompson and Dessie Thompson, his wife, granted to Hope Natural Gas Company the right to open, repair, maintain and use a roadway.

72. By instrument dated January 2, 1945, (Deed Book No. 578, page 168) James McCauley and Alice McCauley, his wife, granted to Hope Natural Gas Company a right of way for pipelines for transportation of water, oil, gas and similar products.

73. By instrument dated June 25, 1962, (Deed Book No. 870, page 585) between James McCauley and Dessie McCauley, his wife, et al., and the lease from James Duncan to Hope Natural Gas Company dated August 11, 1909, (Deed Book No. 192, page 295) was modified.

74. By instrument dated March 24, 1969, (Deed Book No. 955, page 491) Chas. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines for the transportation of water, oil, gas and other products and for a line of poles for telephone and other wires.

75. By instrument dated June 11, 1975, (Deed Book No. 1037, page 32) C. E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way for the construction, operation, maintenance, replacement and removal of gas regulators, meters, and other appliances, together with pipelines for transportation of gas to and from such appliances.

76. By instrument dated September 17, 1976, (Deed Book No. 1049, page 577) Chas. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a perpetual easement for electric distribution lines and telephone lines and additions thereto.

77. The deed dated May 8, 1912, (Deed Book No. 211, page 382) from George W. McIntire and Zeppy L. McIntire, his wife, to Sarah E. Hill reserved 1/16th of all the oil when produced and saved in tanks or pipelines.

78. The deed dated April 10, 1917, (Deed Book No. 267, page 200) from A. T. Cropp and Sarah Cropp, his wife, to Sarah E. Hill reserved all the oil and gas with rights of way through to remove or drill for said gas or oil.

79. The deed dated April 9, 1927, (Deed Book No. 376, page 108) from Mae Shuman and John L. Shuman, her husband, and Jeddie B. Hill and Zada Hill, his wife, to Lutie Williams was subject to the reservations of oil and gas described in paragraph numbers 1 and 2 above.

80. The deed dated December 14, 1943, (Deed Book No. 557, page 111) from Lutie Williams and D. M. Williams, her husband, to Virgil Williams reserved, for the use and benefit of Mae Shuman and her heirs, the right to take coal for domestic use on the farm owned by said Mae Shuman and all of the coal, except one acre, together with the rights to mine or remove the coal.

81. The deed dated July 21, 1951, (Deed Book No. 709, page 265) from E. Virgil Williams and Marie Williams, his wife, to Robert Raffelo and Genevieve Raffelo excepted and reserved the oil and gas together with the right to drill for and remove the same as was theretofore conveyed away by prior owners of record in the chain of title and all the coal together with the mining rights heretofore conveyed away by prior owners of record in the chain of title.

82. The deed dated March 13, 1952, (Deed Book No. 718, page 11) from Robert Raffelo and Genevieve Raffelo, his wife, to Gordon M. Williams and Ethel L. Williams, his wife, excepted and reserved all of the oil and gas, together with the right to drill for and remove the same, and all of the coal, together with the mining rights theretofore conveyed away by prior owners of record in the chain of title.

83. The deed dated May 21, 1953, (Deed Book No. 748, page 276) Gordon M. Williams and Ethel L. Williams, his wife, to Robert Raffelo and Genevieve Raffelo, his wife, reserved the right to use sufficient water from the concrete reservoir on the premises therein conveyed for the use of livestock.

84. The deed dated April 14, 1958, (Deed Book No. 806, page 529) Robert Raffelo and Genevieve Raffelo, his wife, to J. Ross Nuzum, Jr., granted a right of way and easement over the existing roadway leading from the property thereby conveyed over other lands of the grantors party to Barnett's Run Road, for all proper purposes except the hauling of coal. Said deed also reserved a right of way and easement for a television antenna and a line of poles and wires as then located on the land thereby conveyed.

85. By deed dated March 20, 1944, (Deed Book No. 561, page 126) Lutie E. Williams and D. M. Williams, her husband, and Virgil Williams and Marie Williams, his wife, conveyed to Sherrodsville Mining Company all of the Pittsburgh seam or vein of coal, together with rights of ingress and egress, mining rights and road rights.

86. By instrument dated October 29, 1946, (Deed Book No. 620, page 25) Virgil Williams and Marie Williams, his wife, conveyed to Hope Natural Gas Company a right of way for pipelines for transportation of water, oil and gas or their products or similar products and also for a line of electric and telephone poles and wires.

87. By instrument dated June 4, 1951, (Deed Book No. 706, page 491) E. V. Williams and Marie Williams, his wife, granted a right of way to Monongahela Power Company for a transmission and distribution system, including private telephone circuits, consisting of poles,

wires, cables, anchors, guys, ground wires and necessary fixtures and appliances.

88. By instrument dated July 21, 1951, (Deed Book No. 709, page 269) Robert Raffelo and Genevieve Raffelo, his wife, conveyed to Odbert E. Corder, Jr. all of their interest in and to the oil and gas in, upon and underlying those three tracts or parcels of land situate on Barnett's Run, Simpson District, together with the right to go in and upon said tracts or parcels of land and drill for and mine and remove the oil and gas in, upon and underlying the same, together with the necessary and convenient right to lay pipelines, erect structures and do any and all things necessary therefor.

89. By instrument dated June 12, 1953, (Deed Book No. 758, page 336) Gordon M. Williams and Ethel L. Williams, his wife, granted to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for telephone and telegraph systems.

90. By instrument dated August 12, 1953, (Deed Book No. 738, page 473) Gordon M. Williams and Ethel L. Williams, his wife, granted to D. S. Blount full and complete rights of ingress and egress over existing roadways for mining and removing all or any part of the coal upon a tract or parcel of land situate on the waters of Barnett's Run, Simpson District, Harrison County, West Virginia, together with mining rights.

91. By instrument dated May 14, 1954, (Deed Book No. 758, page 340) Gordon M. Williams and Ethel L. Williams, his wife, granted to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for telephone and telegraph systems.

92. By instrument dated May 13, 1954, (Deed Book No. 758, page 314) J. Robert Raffelo and Genevieve Raffelo, his wife, granted to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for telephone and telegraph systems.

93. By instrument dated January 13, 1960, (Deed Book No. 832, page 275) J. Ross Nuzum, Jr. and Gladys Nuzum, his wife, conveyed to Clarence W. Hebb and Betty J. Hebb, his wife, all of the Pittsburgh vein or seam of coal, together with mining rights and privileges and a right-of-way and easement for a roadway.

94. By instrument dated April 11, 1967, (Deed Book No. 933, page 108) James E. Callison and Hazel F. Callison, his wife, granted to Consolidated Gas Supply Corporation the right to open, repair, maintain and use a roadway.

95. By instrument dated March 28, 1973, (Deed Book No. 1011, page 408) Martin D. Helmick and Mary Helmick, his wife, granted, conveyed, released, remised and forever quitclaimed unto West Virginia Department of Highways, a corporation, all of their rights of ingress and egress.

96. By instrument dated January 22, 1980, (Deed Book No. 1088, page 860)

Charles E. Compton and Julia C. Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way for a pipeline with fittings and appliances for transportation of water, oil and gas.

97. By instrument dated January 10, 1939, (Deed Book No. 504, page 419) Hugh Jarvis, et al., granted to Hope Natural Gas Company a lease for operating and producing oil and gas, together with a right of way for any necessary lines.

98. By instrument dated January 1, 1929, (Deed Book No. 403, page 236) Hugh Jarvis and Harriet M. Jarvis, his wife, and W. Brent Maxwell and Lilly J. Maxwell, his wife, conveyed to Aizpuru Oil and Gas Company two certain gas wells and the right to conduct oil and gas exploration.

99. By instrument dated April 20, 1932, (Deed Book No. 433, page 82) between Hugh Jarvis, et al., and Hope Natural Gas Company the lease described in paragraph 2 above was modified with regard to the terms of payment.

100. By instrument dated April 20, 1932, (Deed Book No. 434, page 279) between Hugh Jarvis, et al., and Hope Natural Gas Company certain terms of the lease described in paragraph 2 above were canceled or modified.

101. By instrument dated May 3, 1937, (Deed Book No. 483 page 12) W. Brent Maxwell, Jr., et al., granted to Hope Natural Gas Company a lease for operation and production of oil and gas, together with the necessary rights of way.

102. By instrument dated June 10, 1937, (Deed Book No. 482, page 545) between Martha Maxwell Davis, et al., and Hope Natural Gas Company the oil and gas lease described in paragraph 5 above was ratified.

103. By instrument dated February 17, 1943, (Deed Book No. 566, page 22) Hugh Jarvis, et al., granted to Hope Natural Gas Company the right to inject, store and withdraw any kind of gas in the oil or gas bearing sand, strata, formation and horizon known as "Fifty foot sand".

104. By instrument dated February 17, 1943, (Deed Book No. 566, page 28) between Hugh Jarvis, et al., and Hope Natural Gas Company the lease described in paragraph 2 above was modified.

105. By instrument dated February 17, 1943, (Deed Book No. 566, page 201) Hugh Jarvis, et al., granted to Hope Natural Gas Company the right to inject, store and withdraw any kind of gas and oil in the oil and gas bearing sand, strata, formation and formation known as "Fifty foot sand".

106. By instrument dated February 17, 1943, (Deed Book No. 566, page 233)

between Hugh Jarvis and Hope Natural Gas Company the lease described in paragraph 2 above was modified.

107. By instrument dated November 6, 1943, (Deed Book No. 556, page 1) J. Hornor Davis, II, Union National Bank of Clarksburg, as guardian for James Hornor Davis, III and William Maxwell Davis, infants, granted to Sherrodsville Mining Company an undivided one-twelfth (1/12) interest in the Pittsburgh or nine foot seam of coal, together with mining rights and privileges.

108. By instrument dated November 23, 1942, (Deed Book No. 566, page 227) Hugh Jarvis, et al., granted to Hope Natural Gas Company the right to inject, store and withdraw gas from the "50 foot sand".

109. By instrument dated December 11, 1942, (Deed Book No. 566, page 237) between Hugh Jarvis, et al., and Hope Natural Gas Company the lease referred to in paragraph 1 above was modified.

110. By instrument dated August 10, 1953, (Deed Book No. 745, page 483) Hugh Jarvis, et al., granted to D. S. Blount full and complete rights of ingress and egress for mining and removing coal by the auger mining method, including the right to make cuts, trenches, haulways, drainways and other excavations as may be reasonably necessary or convenient for mining and removal of coal by the auger method and transporting to the public road.

111. By instrument dated April 11, 1967, (Deed Book No. 933, page 110) Willard L. Smith and Joyce R. Smith, his wife, granted to Consolidated Gas Supply Corporation the right to open, repair, maintain and use a roadway.

112. By instrument dated February 8, 1980, (Deed Book No. 1089, page 872) Willard L. Smith and Joyce R. Smith granted to the United States of America an irrevocable right for construction of an access road for ingress and egress to the air surveillance radar remote transmitter site (ASR-RT).

113. By instrument dated February 17, 1982, (Deed Book No. 1113, page 775) Willard L. Smith, doing business as Smith Mobile Home Park, and Joyce R. Smith, his wife, granted to Robert L. Fancher and Donley K. Shultz all of their right, title and interest in a 6-inch water line, together with rights for laying, maintaining, repairing and replacing of said water line and several rights of way over properties on which said water line was located.

114. By instrument dated January 3, 1990, (Deed Book No. 1203, page 94) Willard L. Smith and Joyce R. Smith granted to CNG Transmission Corporation the right to locate, construct, maintain, use, replace and remove tanks and other containers.

115. By instrument dated October 24, 1995, (Deed Book No. 1270, page 786)

Willard L. Smith and Joyce R. Smith, his wife, granted to Fairclark Cable T.V., Inc., dba CVI - CableVision Industries, a perpetual and non-exclusive easement and right of way in Smith Mobile Home Park for cable communications and television facilities.

116. By instrument dated January 6, 1998, (Deed Book No. 1298, page 858) Willard L. Smith and Joyce R. Smith, his wife, and Brian R. Smith and Tracy S. Smith, his wife, granted to Monongahela Power Company a right of way for electric distribution lines and communication facilities.

117. The following rights of way may affect that portion of Charles Pointe situate north of West Virginia Route 279:

DEED BOOK/ PAGE	DATE	GRANTOR	GRANTEE	PURPOSE
506/488	01/13/39	Hugh Jarvis, et al.	Hope Natural Gas Company	Oil and gas pipelines
521/553	11/19/40	Hugh Jarvis and Harriet M. Jarvis	Monongahela West Penn Public Service Company	Electric distribution and telephone systems
528/468	03/04/41	Hugh Jarvis, et al.	Hope Natural Gas Company	Pipeline
551/414	03/01/43	Hugh Jarvis, et al.	Hope Natural Gas Company	Pipeline
551/420	03/01/43	Hugh Jarvis, et al.	Hope Natural Gas Company	Pipelines and telephone and telegraph poles
748/329	04/10/54	Harriet M. Jarvis, et al.	Hope Natural Gas Company	Pipeline
757/6	10/22/54	Harriet M. Jarvis, et al.	Hope Natural Gas Company	Pipeline
758/280	07/31/53	Hugh Jarvis	The Chesapeake & Potomac Telephone Company of West Virginia	Telephone and telegraph poles and appliances

118. The following rights of way affect that portion of Charles Pointe situate north of West Virginia Route No. 279:

DEED BOOK/ PAGE	DATE	GRANTOR	GRANTEE	PURPOSE
799/409	06/05/57	J. Ross Nuzum and Gladys Nuzum, his wife	Monongahela Power Company	Electric distribution and telephone system
866/193	07/18/62	Willard L. Smith and Joyce R. Smith	Hope Natural Gas Company	Oil and gas pipelines and telephone poles
869/122	09/26/62	Willard L. Smith and Joyce R. Smith	Hope Natural Gas Company	Oil and gas pipelines and telephone poles
870/48	08/09/62	Willard L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system
897/9	09/30/64	W. L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system
949/146	06/19/68	Willard L. Smith and Joyce R. Smith	Consolidated Gas Supply Corporation	Oil and gas pipeline and telephone poles
967/90	11/28/69	W. L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system
998/277	10/26/71	Willard L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system
1026/378	05/22/74	W. L. Smith and Joyce Smith	C & P Telephone Company of West Virginia	Communication system (to bury cable in trailer park)
1026/891	08/05/74	Willard L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system
1095/355	06/02/80	Willard L. Smith and Joyce R. Smith	Monongahela Power Company	Electric distribution and telephone system

119. By instrument dated December 20, 1899, (Deed Book No. 116, page 531) Cornelia Gawthrop, widow, et al., leased to South Penn Oil Company a tract or parcel of land containing 21.33 acres for the mining and operating for oil and gas.

120. By instrument dated July 30, 1908, (Deed Book No. 182, page 18) Ray B. Gawthrop, single, leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for the mining and operating for oil and gas and laying pipelines.

121. By instrument dated July 2, 1918, (Deed Book No. 282, page 301) Ray B. Gawthrop leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for the mining and operating for oil and gas and laying pipelines.

122. By instrument dated September 8, 1923, (Deed Book No. 345, page 39) R. B. Gawthrop and Lena Gawthrop, his wife, leased to Bridgeport Natural Gas and Oil Company a tract or parcel of land containing 21.33 acres for the mining and operating for oil and gas and laying pipelines.

123. By instrument dated June 8, 1928, (Deed Book No. 389, page 528) R. B. Gawthrop and Lena Gawthrop, his wife, leased to The Bridgeport Natural Gas and Oil Company a tract or parcel of land containing 21.33 acres for the mining and operating for oil and gas.

124. By instrument dated August 17, 1932, (Deed Book No. 437, page 70) R. B. Gawthrop and Lena Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for oil and gas exploration, including rights of way for pipelines, telephone and telegraph systems.

125. By instrument dated May 20, 1937, (Deed Book No. 482, page 564) R. B. Gawthrop and Lena Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for oil and gas operations, including rights of way for telephone and telegraph systems.

126. By instrument dated September 8, 1947, (Deed Book No. 639, page 117) R. B. Gawthrop and Lena L. Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for exploration and operation for oil and gas and for the storing of any kind of gas.

127. By instrument dated July 21, 1952, (Deed Book No. 725, page 22) between R. B. Gawthrop and Lena L. Gawthrop, his wife, and Hope Natural Gas Company the term of the lease dated September 8, 1947 (Deed Book No. 639, page 117) described in paragraph 8 above was extended.

128. By instrument dated August 14, 1957, (Deed Book No. 799, page 221) R. B. Gawthrop and Lena L. Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 21.33 acres for oil and gas exploration and operation.

129. By instrument dated August 17, 1932, (Deed Book No. 437, page 58) D. H. Gawthrop and Florida C. Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 39.05 acres for the operation and production of oil and gas, together with rights of way for pipelines and related structures and for telephone and telegraph systems.

130. By deed dated September 14, 1932, (Deed Book No. 436, page 265) Dana H. Gawthrop and Florida C. Gawthrop, his wife, conveyed to Ray B. Gawthrop a tract or parcel of land containing 39.05 acres, subject to a reservation of the oil, gas and other minerals, together with the right to enter in and upon said land to bore and explore for and to mine, operate and produce the oil, gas and other minerals.

131. By instrument dated May 21, 1937, (Deed Book No. 482, page 573) D. H. Gawthrop and Florida C. Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 39.05 acres for oil and gas operation and production, together with rights of way for pipelines, telephone, telegraph and electric power lines and related structures.

132. By instrument dated December 20, 1899, (Deed Book No. 116, page 500) Cornelia Gawthrop, widow, et al., leased to South Penn Oil Company a tract or parcel of land containing 71 acres for the purpose of mining and operating for oil and gas and laying pipelines and related appliances.

133. By instrument dated July 30, 1908, (Deed Book No. 182, page 66) Cornelia Gawthrop, et al., leased to Hope Natural Gas Company a tract or parcel of land containing 71 acres for oil and gas mining and operations, including the laying of pipelines and building tank stations and related structures thereon.

134. By instrument dated July 8, 1918, (Deed Book No. 282, page 294) Cornelia Gawthrop, et al., leased to Hope Natural Gas Company a tract or parcel of land containing 71 acres for the mining and operating for oil and gas, including laying pipelines, tanks and other structures.

135. By instrument dated August 3, 1918, (Deed Book No. 287, page 384) Cornelia Gawthrop granted to Hope Natural Gas Company a right of way to open, repair, maintain and use a wagon roadway.

136. By instrument dated October 1, 1912, (Deed Book No. 300, page 430) Cornelia Gawthrop granted to Hope Natural Gas Company a right of way to open, repair, maintain and use a wagon roadway.

137. By instrument dated September 8, 1923, (Deed Book No. 345, page 41) Cornelia Gawthrop, et al., leased to Bridgeport Natural Gas and Oil Company a tract or parcel of

land containing 71 acres for mining and operating for oil and gas.

138. By instrument dated June 8, 1928, (Deed Book No. 389, page 530) Cornelia Gawthrop, et al., leased to Bridgeport Natural Gas and Oil Company a tract or parcel of land containing 71 acres for oil and gas exploration.

139. By instrument dated August 26, 1929, (Deed Book No. 405, page 156) Cornelia Gawthrop, et al., granted to Monongahela West Penn Public Service Company a right of way for electric distribution and telephone systems.

140. By instrument dated February 10, 1932, (Deed Book No. 432, page 189) R. M. Gawthrop, et al., agreed with Hope Natural Gas Company to a modification of the lease dated June 8, 1928, (Deed Book No. 389, page 530), described in paragraph 7 above.

141. By instrument dated January 11, 1939, (Deed Book No. 499, page 227) Dana H. Gawthrop, et al., leased to Hope Natural Gas Company a tract or parcel of land containing 71 acres for the operation and production of oil and gas, including a right of way for pipelines and telephone, telegraph and electric lines and related structures.

142. By instrument dated July 1, 1948, (Deed Book No. 655, page 556) R. B. Gawthrop and Lena Gawthrop, his wife, and P. C. Gawthrop and Nocal L. Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 71 acres for exploration and operation for oil and gas and for the storing of any kind of gas.

143. By instrument dated April 18, 1958, (Deed Book No. 808, page 419) R. B. Gawthrop, et al., leased to Hope Natural Gas Company a tract or parcel of land containing 71 acres for exploration and operation for oil and gas.

144. By an undated instrument recorded on June 4, 1926, (Deed Book No. 367, page 414) Cornelia Gawthrop, et al., granted to Bridgeport Natural Gas & Oil Co. a right of way for pipelines to transport oil or gas and for a telephone or telegraph line.

145. By instrument dated June 23, 1942, (Deed Book No. 633, page 436) R. B. Gawthrop and Lena Gawthrop, his wife, granted to Monongahela Power Company a right of way for electric distribution and telephone systems.

146. By instrument dated March 30, 1953, (Deed Book No. 758, page 266) Ray B. Gawthrop and Lena L. Gawthrop, his wife, granted to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for telephone and telegraph systems.

147. By instrument dated May 1, 1963, (Deed Book No. 875, page 63) R. B.

Gawthrop and Lena L. Gawthrop, his wife, granted to Monongahela Power Company a right of way for electric distribution and telephone systems.

148. By instrument dated June 16, 1967, (Deed Book No. 943, page 720) Ray B. Gawthrop granted to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for a communication system.

149. By instrument dated April 15, 1975, (Deed Book No. 1034, page 407) Asa D. Gawthrop, attorney-in-fact for Ray B. Gawthrop and Lena Gawthrop, his wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines and related appliances for oil and gas transportation.

150. By deed dated October 7, 1932, (Deed Book No. 436, page 270) Dana H. Gawthrop and Florida C. Gawthrop, his wife, and Ray B. Gawthrop and Lena Gawthrop, his wife, conveyed a tract containing 38.69 acres, of which the property under examination was a part, to Perry C. Gawthrop subject to the oil and gas lease then held and operated by Hope Natural Gas Company.

151. By instrument dated December 28, 1999, (Deed Book No. 1320, page 36) Asa R. Gawthrop granted to the City of Bridgeport a permanent right of way and easement 20 feet in width and a temporary construction easement 30 feet in width for a sanitary sewer system.

152. By instrument dated July 30, 1908, (Deed Book No. 182, page 3) Cornelia Gawthrop leased to Hope Natural Gas Company a tract or parcel of land containing 57 acres for mining and operating for oil and gas and the laying of pipelines and related structures.

153. By instrument dated July 2, 1918, (Deed Book No. 282, page 236) between Cornelia Gawthrop and Hope Natural Gas Company the lease as described in paragraph 1 above was modified.

154. By instrument dated September 8, 1923, (Deed Book No. 345, page 44) Cornelia Gawthrop leased to Bridgeport Natural Gas and Oil Company a tract or parcel of land containing 57 acres for mining and operating for oil and gas.

155. By instrument dated August 15, 1929, (Deed Book No. 405, page 150) Cornelia Gawthrop, widow, granted to Monongahela West Penn Public Service Company a right of way for electric distribution and telephone system.

156. By instrument dated February 10, 1932, (Deed Book No. 432, page 222) between Cornelia Gawthrop and Hope Natural Gas Company the lease described in paragraph 3 above was modified.

157. By instrument dated July 27, 1961, (Deed Book No. 854, page 566) between P. C. Gawthrop and Nocal L. Gawthrop, his wife, and Ray B. Gawthrop and Lena Gawthrop, his wife, and Hope Natural Gas Company the lease described in paragraph 3 above was modified.

158. By instrument dated December 26, 1999, (Deed Book No. 1320, page 34) Asa R. Gawthrop granted the City of Bridgeport a permanent right of way and easement 20 feet in width and a temporary construction easement 30 feet in width for a sanitary sewer system.

159. The deed dated March 11, 1915, (Deed Book No. 242, page 121) from A. J. Williams and Francis G. Williams, his wife, to Cornelia Gawthrop reserved all coal, oil and gas with the necessary rights for development of the same as recited in Deed Book No. 180, page 191.

160. By instrument dated May 21, 1937, (Deed Book No. 482, page 561) D. H., Gawthrop and Florida Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 5.20 acres for oil and gas operation and production, together with rights of way for pipelines, telephone and telegraph lines and related structures.

161. By instrument dated June 20, 1944, (Deed Book No. 526, page 546) between Perry C. Gawthrop and Nocal C. Gawthrop, his wife, and Hope Natural Gas Company the lease described in paragraph 11 above was modified.

162. By instrument dated May 11, 1961, (Deed Book No. 851, page 43) P. C. Gawthrop and Nocal Gawthrop, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 5.20 acres for exploration and operation for oil and gas, including injecting, storing and withdrawing of any kind of gas.

163. By instrument dated December 28, 1999, (Deed Book No. 1320, page 38) Asa R. Gawthrop granted to the City of Bridgeport a permanent right of way and easement 20 feet in width and a temporary construction easement 30 feet in width for sanitary sewer system.

164. By instrument dated November 6, 1995, (Deed Book No. 1271, page 319) Edward L. Gawthrop leased to Mid-City Land Co., Inc., three tracts or parcels of land for sporting activities, but not limited to such activities.

165. By instrument dated February 6, 1996, (Deed Book No. 1273, page 557) Edward L. Gawthrop leased to Mid-City Land Co., Inc., three tracts or parcels of land for sporting activities, but not limited to such activities.

166. By instrument dated April 25, 1996, (Deed Book No. 1276, page 276) Edward L. Gawthrop conveyed to Mid-City Land Co., Inc. all of the coal owned by grantor in, upon and underlying three tracts or parcels of land, with the right and privilege of using so much of the surface

as necessary or convenient for strip mining, removing, hauling and shipping of said coal and other coal owned, leased or otherwise controlled by Mid-City Land Co., Inc., whether in said tracts or parcels of land or elsewhere.

167. By instrument dated April 25, 1996, (Deed Book No. 1276, page 280) Edward L. Gawthrop leased to Mid-City Land Co., Inc., three tracts or parcels of land for the purpose of prospecting and exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas or both.

168. By instrument dated June 21, 1996, (Deed Book No. 1277, page 1163) between Edward L. Gawthrop and Mid-City Land Company the instrument described in paragraph 16 above was modified.

169. By instrument dated May 9, 1950, (Deed Book No. 692, page 396) P. C. Gawthrop and Nocal L. Gawthrop, his wife, granted to Hope Natural Gas Company a right of way for pipelines.

170. By instrument dated January 16, 1953, (Deed Book No. 731, page 323) P. C. Gawthrop and Nocal L. Gawthrop, his wife, granted to Hope Natural Gas Company a right of way for pipelines.

171. By instrument dated June 17, 1953, (Deed Book No. 758, page 265) P. C. Gawthrop and Nocal L. Gawthrop, his wife, conveyed to The Chesapeake & Potomac Telephone Company of West Virginia a right of way for telephone and telegraph systems.

172. By instrument dated October 25, 1963, (Deed Book No. 884, page 18) Perry C. Gawthrop and Nocal Gawthrop, his wife, granted to Monongahela Power Company a right of way for construction, maintenance and removal of an aeronautical hazard beacon.

173. By instrument dated September 13, 1971, (Deed Book No. 994, page 714) Edward L. Gawthrop and Betty H. Gawthrop, his wife, granted to Monongahela Power Company a right of way for electric distribution lines and telephone lines.

174. By instrument dated November 3, 1971, (Deed Book No. 998, page 304) Edward L. Gawthrop and Betty H. Gawthrop, his wife, granted to Monongahela Power Company a right of way for electric distribution and telephone lines with additions thereto.

175. By instrument dated January 11, 1972, (Deed Book No. 999, page 310) Edward Gawthrop granted to C & P Telephone Company of West Virginia a right of way for buried cable.

176. By instrument dated June 27, 1972, (Deed Book No. 1002, page 1225) Edward L. Gawthrop and Betty H. Gawthrop, his wife, granted to Monongahela Power Company a right of way for electric distribution lines and telephone lines.

177. By instrument dated December 12, 1974, (Deed Book No. 1029, page 534) E. L. Gawthrop, granted to Consolidated Gas Supply Corporation a right of way to construct, lay and maintain gas regulators, meters and similar appliances and buildings to house appliances and pipelines, together with the right of ingress and egress.

178. By instrument dated March 2, 1987, (Deed Book No. 1171, page 690) Edward Gawthrop and Martha Gawthrop, his wife, leased to Petroleum Development Corporation a tract or parcel of land containing 117.2 acres for exploration and operation for oil and gas and natural gas, casing head gas, condensate and related hydrocarbons.

179. By instrument dated March 1, 1988, (Deed Book No. 1183, page 953) between Edward Gawthrop and Martha Gawthrop, his wife, and Petroleum Development Corporation the lease described in paragraph 29 above was modified.

180. By instrument dated February 27, 1989, (Deed Book No. 1193, page 298) between Edward Gawthrop and Martha Gawthrop, his wife, and Petroleum Development the lease described in paragraph 29 above was modified.

181. By instrument dated March 14, 1967, (Deed Book No. 931, page 687) J. Robert Raffelo and Genevieve Raffelo, each in his own right and as husband and wife, accepted, approved, ratified and confirmed to Consolidated Gas Supply Corporation a lease or grant for oil and gas purposes made by Sarah Cropp, widow, to Hope Natural Gas Company on March 6, 1941, in Deed Book No. 525, page 51.

182. By instrument dated April 11, 1967, (Deed Book No. 933, page 109) Robert Raffelo and Genevieve Raffelo, his wife, granted to Consolidated Gas Supply Corporation the right to open, repair, maintain, and use a roadway.

183. By instrument dated March 14, 1967, (Deed Book No. 931, page 687) Robert Raffelo and Genevieve Raffelo, his wife, accepted, approved, ratified and confirmed to Consolidated Gas Supply Corporation a certain lease or grant for oil and gas purposes made by Sarah Cropp, widow, to Hope Natural Gas Company on March 6, 1941, (Deed Book No. 525, page 51).

184. By instrument dated September 16, 1982, (Deed Book No. 1119, page 1041) Charles E. Compton and Julia Compton, his wife, granted to Consolidated Gas Supply Corporation a right of way for a pipeline with fittings and appliances for transportation of water, oil, gas and other products.

185. By instrument dated October 13, 1995, (Deed Book No. 1271, page 1141) Charles E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a right of way for electric distribution lines and Monongahela Power Company facilities and additions thereto.

186. Agreement dated January 23, 1934, (Deed Book No. 447, page 183) between Edna W. Curry, J. Dunkin Lodge, and others, and Hope Natural Gas Company modifying the terms of an Oil and Gas Lease dated September 4, 1909, (Deed Book No. 192, page 238) from A. J. Lodge to Hope Natural Gas Company.

187. Modification of Lease dated December 17, 1942, (Deed Book No. 545, page 250) between J. Dunkin Lodge, and others, and Hope Natural Gas Company modifying the terms of said Oil and Gas Lease dated September 4, 1909, (Deed Book No. 192, page 238) referred to in paragraph 1 above.

188. By instrument dated November 18, 1942, (Deed Book No. 545, page 252) J. Dunkin Lodge and Mary H. Lodge, husband and wife, and Edna W. Curry and E. E. Curry, wife and husband, granted to Hope Natural Gas Company the right to store gas under a tract or parcel of land containing 266 acres, more or less, of which the property under examination was a part, with the right to enter on the surface of said tract or parcel of land for the purpose of storing gas.

189. By instrument dated August 13, 1943, (Deed Book No. 554, page 529) J. Dunkin Lodge and Mary H. Lodge, husband and wife, and Edna W. Curry and E. E. Curry, wife and husband, granted to Hope Natural Gas Company a right of way for gas regulators, meters, heaters and similar appliances with buildings to house the appliances.

190. By Right of Way Agreement dated June 6, 1951, (Deed Book No. 708, page 123) J. Dunkin Lodge, and others, granted to Monongahela Power Company a right of way for a transmission system.

191. By instrument dated June 1, 1951, (Deed Book No. 708, page 445) J. Dunkin Lodge and Mary H. Lodge, husband and wife, and Edna W. Curry, guardian for Edward Dunkin, granted to Hope Natural Gas Company a right of way for pipelines water, oil and/or gas or products similar thereto.

192. By instrument dated March 26, 1954, (Deed Book No. 758, page 291) J. Dunkin Lodge granted to The Chesapeake and Potomac Telephone Company of West Virginia, the right to construct telephone and telegraph lines.

193. By instrument dated December 30, 1955, (Deed Book No. 773, page 35) J.

Dunkin Lodge and Edward D. Curry granted to The Chesapeake and Potomac Telephone Company of West Virginia, the right to construct telephone and telegraph lines.

194. By instrument dated April 19, 1962, (Deed Book No. 862, page 494) J. Dunkin Lodge and Mary H. Lodge granted to Hope Natural Gas Company a right of way for pipelines.

195. By instrument dated July 1, 1970, (Deed Book No. 979, page 617) Mary H. Lodge, widow, John H. Lodge, single, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines.

196. By instrument dated July 28, 1970, (Deed Book No. 979, page 636) Mary H. Lodge, widow, John H. Lodge, single, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for regulators, meters, heaters, cleaners, relief valves, scrubbers and similar appliances, buildings to house the same and a right of way for power lines and telephones.

197. By instrument dated July 1, 1970, (Deed Book No. 980, page 152) Mary H. Lodge, widow, John H. Lodge, single, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines.

198. By instrument dated October 20, 1971, (Deed Book No. 998, page 68) John H. Lodge, single, Mary H. Lodge, widow, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines.

199. By instrument dated August 4, 1971, (Deed Book No. 998, page 434) William D. Hodge, John H. Lodge and Mary H. Lodge granted to The Chesapeake and Potomac Telephone Company of West Virginia the right and easement for a communications system.

200. By instrument dated October 20, 1971, (Deed Book No. 998, page 82) John H. Lodge, single, Mary H. Lodge, widow, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines for water, oil, gas and other products, and for a line of poles and underground cables.

201. By instrument dated October 20, 1971, (Deed Book No. 998, page 632) Mary H. Lodge, widow, John H. Lodge, single, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right to open, repair, maintain and use a vehicular roadway.

202. By instrument dated October 20, 1971, (Deed Book No. 1005, page 716) Mary H. Lodge, widow, John H. Lodge, single, William D. Lodge and Pauline H. Lodge, husband

and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines.

203. By instrument dated October 20, 1971, (Deed Book No. 1008, page 467) John H. Lodge, single, Mary H. Lodge, widow, William D. Lodge and Pauline H. Lodge, husband and wife, granted to Consolidated Gas Supply Corporation a right of way for pipelines for water, oil, gas or other products and for poles and underground cables for telephone and other wires.

204. By instrument dated March 2, 1994, (Deed Book No. 1255, page 212) William D. Lodge and John H. Lodge granted to Bell Atlantic-WV, Inc. the right and easement to construct a communications system.

205. By Agreement dated May 19, 1997, (Deed Book No. 1287, page 647) William D. Lodge and John H. Lodge granted to the City of Bridgeport as part of a sewerage system, a temporary construction right of way and easement and a permanent right of way and easement twenty (20) feet in width, to lay, construct, alter, maintain, repair and remove a line of pipe, manholes and other devices or structures necessary for transportation of sewage and maintenance of a public sewer.

206. By instrument dated July 5, 2002, (Deed Book No. 1343, page 637) John H. Lodge granted to Harrison Rural Electrification Association, Inc. a perpetual easement to construct, operate and maintain a distribution line or system.

207. By instrument dated August 1, 2002, (Deed Book No. 1343, page 639) William D. Lodge and Linda Chennel Lodge, husband and wife, granted to Harrison Rural Electrification Association, Inc. a perpetual easement to construct, operate and maintain a distribution line or system.

208. The said deed dated October 28, 1932, (Deed Book No. 436, page 479) from Ashby E. Cropp and Martha J. Cropp, his wife, to J. H. McDonald and Jennie M. McDonald, his wife, was made subject to a lease for oil and gas dated July 18, 1928 to Aizpuru Oil & Gas Company.

209. The deed dated July 18, 1953, (Deed Book No. 737, page 446) from Mildred Cropp and Howard Cropp, her husband, to Mary Virginia Stevens excepted therefrom all of the coal, oil and gas and all other minerals underlying a one-fourth (1/4) interest in the property thereby conveyed.

210. The deed dated February 23, 1954, (Deed Book No. 745, page 74) from Mary Virginia Stevens and Troy Stevens, her husband, to Jennie M. McDonald reserved all of their right, title and interest, being an undivided one-half (1/2) interest, in and to all coal, oil, gas and other minerals.

211. The deed dated May 22, 1968, (Deed Book No. 947, page 50) from Mary Virginia Stevens and Troy Stevens, her husband, Nerma H. Stevens Caprio and Dallas Eugene Caprio, her husband, and David Leverett Vowles, husband of Jennie Marie Stevens Vowles, to Chas. E. Compton, excepted and reserved all of the coal, oil and gas, together with the usual and necessary rights to mine and remove the same.

212. The deed dated July 8, 1968, (Deed Book No. 947, page 34) from the Union National Bank of Clarksburg, a national banking association, as guardian for Jennie Marie Stevens Vowles and Rebecca Ellen Stevens, infants, to Chas. E. Compton excepted and reserved all of the coal, oil and gas, together with the usual and necessary rights to mine and remove the same.

213. The deed dated August 22, 1994 (Deed Book No. 1256, page 1123) from Chas. E. Compton and Julia C. Compton, his wife, to James M. Compton conveyed a perpetual, non-exclusive right-of-way forty (40) feet in width for the purpose of pedestrian and vehicular ingress and egress to and from West Virginia Route No. 73.

214. By instrument dated May 28, 1937, (Deed Book No. 483, page 6) J. H. McDonald and Jennie M. McDonald, his wife, leased to Hope Natural Gas Company a tract or parcel of land containing 63 acres, for the operation and production of oil and gas, together with rights-of-ways for pipelines, telephone and telegraph lines and other structures and electric power lines.

215. By instrument dated July 18, 1939 (Deed Book No. 504, page 646) between J. H. McDonald and Jennie M. McDonald, his wife, and Hope Natural Gas Company the lease described in paragraph 7 above was extended.

216. By instrument dated October 20, 1943, (Deed Book No. 554, page 514) J. H. McDonald and Jennie M. McDonald, his wife, conveyed to Sherrodsville Mining Company all of the Pittsburgh or 9 foot seam or vein of coal, together with full and complete rights of ingress and egress for mining and transporting said coal from adjacent and neighboring lands to the public road and with full and complete mining and operating rights and privileges.

217. By instrument dated June 24, 1942, (Deed Book No. 633, page 446) J. H. McDonald and Jennie M. McDonald, his wife, granted to Monongahela Power Company a right-of-way for electric distribution and telephone systems.

218. By instrument dated September 10, 1947, (Deed Book No. 639, page 127) J. H. McDonald and Jennie M. McDonald, his wife, and each in their own right, leased to Hope Natural Gas Company a tract or parcel of land containing 63 acres for the purpose of exploring and operating for oil and gas and the storing of any kind of gas.

219. By instrument dated April 13, 1950, (Deed Book No. 687, page 468) J. H. McDonald and Jennie M. McDonald, his wife, granted to R. G. Pier and Pauline Pier a right-of-way for a road.

220. By instrument dated October 15, 1952, (Deed Book No. 728, page 351) J. H. McDonald and Jennie M. McDonald, his wife, granted to Hope Natural Company the right to inject, store and withdraw any kind of gas in the oil or gas bearing sand, strata, formation and horizon known and designated as "50 foot sand" upon a tract or parcel of land containing 63 acres.

221. By instrument dated October 15, 1952, (Deed Book No. 728, page 359) between J. H. McDonald and Jennie M. McDonald, his wife, and Hope Natural Company the lease described in paragraph 11 above was modified.

222. By instrument dated March 18, 1983, (Deed Book No. 1126, page 88) Chas. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a perpetual easement for electric distribution lines and telephone lines and additions thereto.

223. By instrument dated November 2, 1987, (Deed Book No. 1183, page 292) Chas. E. Compton and Julia C. Compton, his wife, granted to Monongahela Power Company a perpetual easement for electric distribution lines and telephone lines and additions thereto.

224. The deed dated November 10, 1970, (Deed Book No. 981, page 472) from Harold M. Garrett and Margaret H. Garrett, his wife, and Ella Late Hull and Loran R. Hull, her husband, to Charles E. Compton reserved all the oil and gas, together with all necessary and convenient rights to drill for, operate, produce and market said oil and gas, and the right to inject and store any quantity of gas in any and all sands and formations and to withdraw such gas therefrom.

225. By instrument dated October 17, 1916, (Deed Book No. 266, page 188) Gordon B. Late and Adie Ruth Late, his wife, and Fannie D. Garrett and E. F. Garrett, her husband, granted a right of way to Hope Natural Gas Company to lay, operate, maintain and remove a 10 inch gas pipeline.

226. By instrument dated September 21, 1970, (Deed Book No. 980, page 148) Harold M. Garrett and Margaret H. Garrett, his wife, and Ella Late Hull and L. R. Hull, her husband, granted to Consolidated Gas Supply Corporation a right of way to lay, maintain and remove a pipeline for the transportation of water, oil and gas.

227. By instrument dated June 17, 1975, (Deed Book No. 1035, page 897) Charles E. Compton and Julia Compton, his wife, granted to the West Virginia Department of Highways, a permanent easement for a 4 inch water line.

228. By lease dated September 4, 1956, (Deed Book No. 786, page 181) Harold M. Garrett and Margaret H. Garrett, his wife, Ella Late Hull and Loran R. Hull, her husband, and Gordon B. Late and Olivia H. Late, his wife, leased to Hope Natural Gas Company a tract of land described as containing 7 acres with the right to inject and store gas within and underlying said tract or parcel of land.

229. By instrument dated May 1, 1963, (Deed Book No. 875, page 64) Claude J. Ryan and Mary Lola Ryan, his wife, granted to Monongahela Power Company a right of way for electric distribution and telephone systems.

230. By instrument dated November 4, 1963, (Deed Book No. 887, page 381) Claude J. Ryan and Mary L. Ryan granted to Monongahela Power Company a right of way for an electric distribution and telephone system.

231. By instrument dated July 25, 1980, (Deed Book No. 1095, page 350) Charles E. Compton and Julia Compton, his wife, granted to Monongahela Power Company an easement for electric distribution lines and telephone lines and additions thereto.

232. By instrument dated July 25, 1980, (Deed Book No. 1095, page 352) Charles E. Compton and Julia Compton, his wife, granted to Monongahela Power Company an easement for underground electric distribution lines and telephone lines.

233. By instrument dated July 25, 1980, (Deed Book No. 1096, page 93) Charles E. Compton and Julia Compton, his wife, granted to Monongahela Power Company an underground distribution line easement.

234. By instrument dated August 6, 1980, (Deed Book No. 1097, page 114) Charles E. Compton and Julia C. Compton, husband and wife, leased to the United States of America, Department of Transportation, Federal Aviation Administration, a tract or parcel of land containing 0.33 acres, more or less.

235. By instrument dated August 9, 1909, (Deed Book No. 192, page 315) G. H. Stout and Belle Stout, his wife, granted to Hope Natural Gas Company an oil and gas lease upon 100 acres on Barnett's Run of Simpson Creek.

236. By instrument dated May 21, 1914, (Deed Book No. 234, page 152) G. H. Stout and Belle Stout, his wife, granted to Bridgeport Natural and Oil Company an oil and gas lease on 5 acres on Simpson Creek.

237. By instrument dated October 18, 1916, (Deed Book No. 266, page 318) G. Harter Stout and Belle Stout, his wife, granted to Hope Natural Gas Company a right of way for a

pipeline for the transportation of oil or gas.

238. By instrument dated January 1, 1917, (Deed Book No. 346, page 442) G. Harter Stout and Belle Stout, his wife, et al., granted to Olandus West an oil and gas lease upon 5 acres on Simpson Creek.

239. By instrument dated October 11, 1934, (Deed Book No. 453, page 238) between G. H. Stout, widower, and Hope Natural Gas Company said lease dated August 9, 1909, (Deed Book No. 192, page 315) was modified.

240. By instrument dated May 4, 1937, (Deed Book No. 483, page 29) W. Frank Stout and Adah A. Stout, his wife, et al., granted to Hope Natural Gas Company an oil and gas lease upon 100 acres on Barnett's Run.

241. By instrument dated May 4, 1937, (Deed Book No. 483, page 32) W. Frank Stout and Adah A. Stout, his wife, and G. Harter Stout, widower, granted to Hope Natural Gas Company an oil and gas lease upon 4 1/2 acres on Ann's Run and Barnett's Run.

242. By instrument dated May 4, 1937, (Deed Book No. 483, page 35) W. Frank Stout and Adah A. Stout, his wife, and G. Harter Stout, widower, granted to Hope Natural Gas Company an oil and gas lease upon 5.41 acres on Barnett's Run.

243. By instrument dated December 16, 1937, (Deed Book No. 488, page 295) G. Harter Stout granted to Hope Natural Gas Company a right of way to operate telephone and telegraph lines.

244. By instrument dated December 10, 1942, (Deed Book No. 545, page 238) between Dale Stout Higinbotham and F. E. Higinbotham, her husband, and Hope Natural Gas said lease dated August 9, 1909, (Deed Book No. 192, page 315) was modified.

245. By instrument dated November 18, 1942, (Deed Book No. 545, page 240) Dale Stout Higinbotham and F. E. Higinbotham, her husband, granted to Hope Natural Gas Company a right to inject and store gas on 100 acres in Simpson District, together with the right of ingress and egress over the surface.

246. By instrument dated December 10, 1942, (Deed Book No. 550, page 527) between Dale Stout Higinbotham and F. E. Higinbotham, her husband, and W. Frank Stout and Adah A. Stout, his wife, and Hope Natural Gas Company said lease dated May 4, 1937, (Deed Book No. 483, page 29) was modified.

247. By instrument dated December 10, 1942, (Deed Book No. 550, page 537)

between Dale Stout Higinbotham and F. E. Higinbotham, her husband, and W. Frank Stout and Adah A. Stout, his wife, and Hope Natural Gas said lease dated May 4, 1937, (Deed Book No. 483, page 32) was modified.

248. By instrument dated December 10, 1942 (Deed Book No. 550, page 539) Dale Stout Higinbotham and F. E. Higinbotham, her husband, and W. Frank Stout and Adah A. Stout, his wife, granted to Hope Natural Gas Company the right to inject and store gas, together with ingress and egress over the surface of 4 1/2 acres in Simpson District.

249. By instrument dated November 23, 1942, (Deed Book No. 550, page 541) Dale Stout Higinbotham and F. E. Higinbotham, her husband, and W. Frank Stout and Adah A. Stout, his wife, granted to Hope Natural Gas Company the right to inject and store gas, together with the right of ingress and egress over the surface of 100 acres in Simpson District.

250. By instrument dated October 28, 1971, (Deed Book No. 997, page 269) Don F. Higinbotham, divorced, et al., granted to Consolidated Gas Supply Corporation a pipeline right of way for the transportation of water, gas, oil and other products.

251. By instrument dated February 8, 1972, (Deed Book No. 998, page 952) Lemuel H. Higinbotham and JoAnn Higinbotham, his wife, et al., granted to Consolidated Gas Supply Corporation a right of way for a vehicular roadway.

252. By instrument dated October 28, 1971, (Deed Book No. 998, page 86) Don F. Higinbotham, divorced, et al., granted to Consolidated Gas Supply Corporation a right of way pipeline for transportation of water, oil, gas and other products.

253. The deed dated September 16, 1940, (Deed Book No. 516, page 493) from J. Watson Johnson and Dulcie B. Johnson, his wife, to S. Austin Smith, J. W. Kerns, C. Burke Morris and Will E. Morris conveyed all the oil and gas within and underlying a tract of 100 acres, more or less, together with full rights to drill for and mine said oil and gas.

254. By instrument dated January 2, 1945, (Deed Book No. 578, page 173) from Thomas B. White and Marguerite White, his wife, granted to Hope Natural Gas Company a right of way to lay, maintain, operate and remove pipelines for the transportation of water, oil and gas.

255. By instrument dated June 30, 2000, (Deed Book No. 1329, page 1104) the C. E. Compton Trust granted to Monongahela Power Company a perpetual easement for electric distribution lines and communication facilities and additions thereto.

256. By Agreement dated October 20, 2003, (Deed Book No. 1357, page 317) Ann's Run Limited Liability Company granted to Harrison Rural Electrification Association, Inc.,

a right-of-way and easement for an underground electric distribution line.

257. By Agreement dated October 20, 2003, (Deed Book No. 1357, page 321) Ann's Run Limited Liability Company granted to Harrison Rural Electrification Association, Inc., a right-of-way and easement for an underground electric distribution line.

258. By Agreement dated October 20, 2003, (Deed Book No. 1357, page 329) C. E. Compton Trust granted to Harrison Rural Electrification Association, Inc., a right-of-way and easement for an underground electric distribution line.

259. By Agreement dated October 20, 2003, (Deed Book No. 1357, page 333) C. E. Compton Trust granted to Harrison Rural Electrification Association, Inc., a right-of-way and easement for an underground electric distribution line.

260. By Deed of Easements dated June 17, 2004, (Deed Book No. 1364, page 807) Genesis Partners, Limited Partnership, and Ann's Run Limited Liability Company conveyed to CPRW, LLC, private easements for utilities and other private uses including, without limitation, electrical power, natural gas, telephone, data and cable access.

261. There is a Declaration of Covenants, Restrictions and Architectural Design Guidelines for Charles Pointe Towne Center (Deed Book No. 1364, page 1187) of record in said Clerk's office which affects substantially all of the real estate described in Exhibit "A" situate north of Route 279.

262. By Deed of Easement dated October 26, 2004, (Deed Book No. 1369, page 945) Ann's Run Limited Liability Company conveyed to CPRW, LLC, a private easement for utilities and for other private uses, including, without limitation, electrical power, natural gas, telephone, data and cable access.

263. By Deed of Easement dated March 31, 2005, (Deed Book No. 1374, page 304) Ann's Run Limited Liability Company conveyed to CPRW, LLC, a private easement for utilities and for other private uses, including, without limitation, electrical power, natural gas, telephone, data and cable access.

264. By Deed of Easement dated March 31, 2005, (Deed Book No. 1374, page 306) Genesis Partners, Limited Partnership, conveyed to CPRW, LLC, a private easement for utilities and for other private uses, including, without limitation, electrical power, natural gas, telephone, data and cable access.

265. By Deed dated June 21, 2004, (Deed Book No. 1364, page 967) Genesis Partners, Limited Partnership, conveyed to Bridgeport Development Authority a lot or parcel of land

containing 1.000 acre, more or less, together with a non-exclusive easement for free vehicular parking for the public upon an adjacent lot or parcel of land containing 1.339 acres, more or less.

266. By Gas Pipeline Non-Exclusive Easement Agreement dated November 2, 2004, (Deed Book No. 1374, page 170) CPRW, LLC granted to Hope Gas, Inc., dba Dominion Hope, an easement for one underground natural gas distribution pipeline.

267. By Agreement dated October 20, 2003, (Deed Book No. 1357, page 325) James A. Corton and Jennifer C. Corton, husband and wife, conveyed to Harrison Rural Electrification Association, Inc., a right-of-way and easement for an underground electric distribution line.

268. By instrument dated November 15, 1989, (Deed Book No. 1201, page 690) Jeffrey K. Compton granted to The Chesapeake and Potomac Telephone Company of West Virginia the right and easement for one anchor guy and one pole.

269. By instrument dated April 13, 1938, (Deed Book No. 504, page 567) Hayden R. Smith, single, conveyed to the Monongahela West Penn Public Service Company a right of way for an electric distribution and telephone system.

270. By instrument dated May 10, 1950, (Deed Book No. 692, page 415) Hayden R. Smith and Mabel W. Smith, his wife, conveyed to the Hope Natural Gas Company a right of way for a four-inch pipeline for the transportation of water, oil, gas and/or their products.

271. By instrument dated January 25, 1952, (Deed Book No. 717, page 110) Hayden R. Smith and Mabel W. Smith, his wife, conveyed to the Hope Natural Gas Company a right of way for pipelines for the transportation of water, oil, gas and/or their products.

272. By instrument dated March 9, 1954, (Deed Book No. 758, page 278) Charles D. Hall and Velma C. Hall, his wife, conveyed to The Chesapeake and Potomac Telephone Company of West Virginia a right of way for telephone and telegraph lines, specifically covering "one additional pole in existing power line".

273. By instrument dated August 17, 1970, (Deed Book No. 978, page 80) Charles D. Hall and Velma C. Hall, his wife, conveyed to the Monongahela Power Company a right of way for electric distribution and telephone lines.

274. By instrument dated October 7, 1977, (Deed Book No. 1066, page 502) Charles D. Hall and Velma C. Hall, his wife, conveyed to the Monongahela Power Company a right of way for electric distribution and telephone lines.

275. By instrument dated September 27, 1985, (Deed Book No. 1157, page 27) Charles D. Hall and Velma C. Hall, his wife, conveyed to the Monongahela Power Company a right of way for electric distribution and telephone lines.

276. By instrument dated April 25, 1995, (Deed Book No. 1266, page 497) Hall Valley Estates, Inc. conveyed to Hope Gas, Inc. a right of way for a pipeline for the transportation of water, oil, gas and other products.

277. By instrument dated September 26, 1995, (Deed Book No. 1270, page 504) Hall Valley Estates, Inc. conveyed to the Monongahela Power Company a right of way for electric distribution lines and communication facilities.

278. By instrument dated September 26, 1995, (Deed Book No. 1271, page 1108) Hall Valley Estates, Inc. conveyed to the Monongahela Power Company a right of way for electric distribution lines and communication facilities.

279. By instrument dated July 26, 1979, (Deed Book No. 1082, page 967) Charles D. Hall and Velma C. Hall, his wife, granted to Consolidated Gas Supply Corporation the right to inject, store and withdraw any kind of gas, and to protect stored gas, in and under property situate in Simpson District, Harrison County, West Virginia, containing 40 acres, more or less, for a term of 10 years from the date thereof and as long thereafter as gas is being injected, stored or held in storage in and under said land and other lands in the vicinity thereof.

280. Agreement dated September 19, 1996, (Deed Book No. 1280, page 924) between Corton Limited Liability Company, a West Virginia limited liability company, and Hall Valley Estates, Inc., a West Virginia corporation, concerning, inter alia, installation of sanitary sewer lines and use of existing, replacement and future utility lines.

281. Agreement dated January 12, 2000, (Deed Book No. 1323, page 1028) between Corton Limited Liability Company, a West Virginia limited liability company, and City of Bridgeport, a municipal corporation, granting a permanent right of way and easement twenty (20) in width and a temporary, non-exclusive construction easement thirty (30) feet in width.

282. Lease dated November 20, 1999, (Deed Book No. 116, page 268) from John R. Stout to South Penn Oil Company.

283. Lease dated July 22, 1910, (Deed Book No. 187, page 370) from John D. Stout to The Bridgeport Natural Gas & Oil Company.

284. Lease dated January 1, 1913, (Deed Book No. 224, page 69) from Benjamin Stout and Martha E. Stout to The Philadelphia Company of West Virginia.

285. Lease dated March 19, 1920, (Deed Book No. 303, page 153) from Benjamin Stout and Martha E. Stout, husband and wife, to Azpuru Oil and Gas Company.

286. Lease dated May 13, 1937, (Deed Book No. 482, page 529) from Martha E. Stout, widow, and others, to Hope Natural Gas Company.

287. Lease dated November 20, 1946, (Deed Book No. 622, page 449) from Elia E. Robinson, widow, and others, to Hope Natural Gas Company.

288. Instrument dated April 27, 1954, (Deed Book No. 765, page 287) from Mayme E. Davis, widow, and others, to Hope Natural Gas Company extending the term of the lease referred to in the preceding paragraph.

289. Instrument dated April 27, 1955, (Deed Book No. 765, page 292) from Mayme E. Davis, widow, and others, to Hope Natural Gas Company granting gas storage rights.

290. By lease dated January 16, 1914, (Deed Book No. 226, page 461) Sarah E. Hill and E. D. Hill, wife and husband, leased to B. A. Mann, a tract or parcel of land containing 65 acres, more or less, for oil and gas exploration and production.

291. By lease dated January 1, 1915, (Deed Book No. 277, page 153) Sarah E. Hill and E. D. Hill, wife and husband, leased to B. A. Mann a strip or parcel of land for a pump site.

292. By instrument dated June 10, 1920, (Deed Book No. 307, page 114) Sarah E. Hill and E. D. Hill, wife and husband, entered into an agreement with Hope Natural Gas Company to modify terms of the lease dated January 16, 1914, (Deed Book No. 226, page 461).

293. By lease dated September 9, 1936, (Deed Book No. 469, page 188) Lutie Williams and D. M. Williams, wife and husband, leased to Hope Natural Gas Company a tract or parcel of land for oil and gas operations and production, together with a right of way for pipelines and telephone/telegraph poles.

294. By lease dated March 6, 1941, (Deed Book No. 525, page 83) Lutie Williams and D. M. Williams, wife and husband, leased to Hope Natural Gas Company a tract or parcel of land for oil and gas operations and production together with a right of way for pipelines and telephone/telegraph poles.

295. By agreement dated January 23, 1943, (Deed Book No. 546, page 80) Lutie Williams and D. M. Williams, wife and husband, granted to Hope Natural Gas Company the right to store oil or gas.

296. By agreement dated January 23, 1943, (Deed Book No. 546, page 90) Lutie Williams and D. M. Williams, wife and husband, agreed with Hope Natural Gas Company to modify the agreement dated January 23, 1943 (Deed Book No. 546, page 80).

297. The following rights of way may affect portions of Charles Pointe:

Deed Book No.	Page No.	Date	Grantor	Grantee	Purpose
236	413	05/07/14	E. D. Hill and S. E. Hill	Hope Natural Gas Company	Gas pipeline
238	161	07/17/14	E. D. Hill and S. E. Hill	Hope Natural Gas Company	Pipeline
238	171	07/17/14	E. D. Hill and S. E. Hill	Hope Natural Gas Company	Telephone and telegraph poles
300	447	04/29/14	E. D. Hill and S. E. Hill	Hope Natural Gas Company	Wagon roadway
246	404	06/28/15	E. D. Hill and S. E. Hill	Hope Natural Gas Company	Pipeline
486	421	07/29/37	Lutie Williams and D. M. Williams, wife and husband	Hope Natural Gas Company	Pipeline
523	526	03/06/41	Lutie Williams and D. M. Williams, wife and husband	Hope Natural Gas Company	4 inch pipeline
547	497	03/02/43	Lutie Williams and D. M. Williams, wife and husband	Hope Natural Gas Company	Pipelines

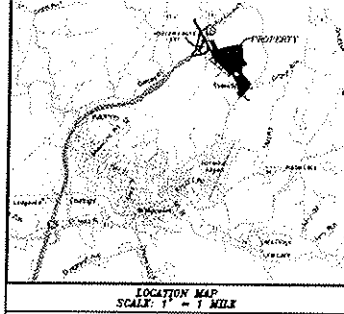
620	25	10/29/46	Virgil Williams and Marie Williams, husband and wife	Hope Natural Gas Company	Pipelines for water, oil and gas and a line of electric and telephone poles and wires
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298. Private easements shown upon various plats of record in Large Hanging Plat Rack 1, Sheets 159 and 160, 171, 175, 176 and 182 depicting the private easements.

299. Memorandum of Trust (Charles E. Compton Second Restatement of Charles E. Compton Declaration of Trust) dated November 9, 2004, of record in Deed Book No. 1370, page 487.

300. By Deed of Easement dated August 10, 2005, (Deed Book No. 1379, page 246) Ann's Run Limited Liability Company conveyed to CPRW, LLC, private easements for utilities and other private uses, including, without limitation, electrical power, natural gas, telephone, data and cable access.

301. Easements or licenses, if any, created in the Master Declaration of the Common Interest Community Known As Charles Pointe or in any Declaration of any Sub Common Interest Community.



CERT. TABLE

NO.	DATE	BY	REMARKS
1	10/1/05	W/	W/
2	10/1/05	W/	W/
3	10/1/05	W/	W/
4	10/1/05	W/	W/
5	10/1/05	W/	W/
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97	10/1/05	W/	W/
98	10/1/05	W/	W/
99	10/1/05	W/	W/
100	10/1/05	W/	W/

LINE TABLE

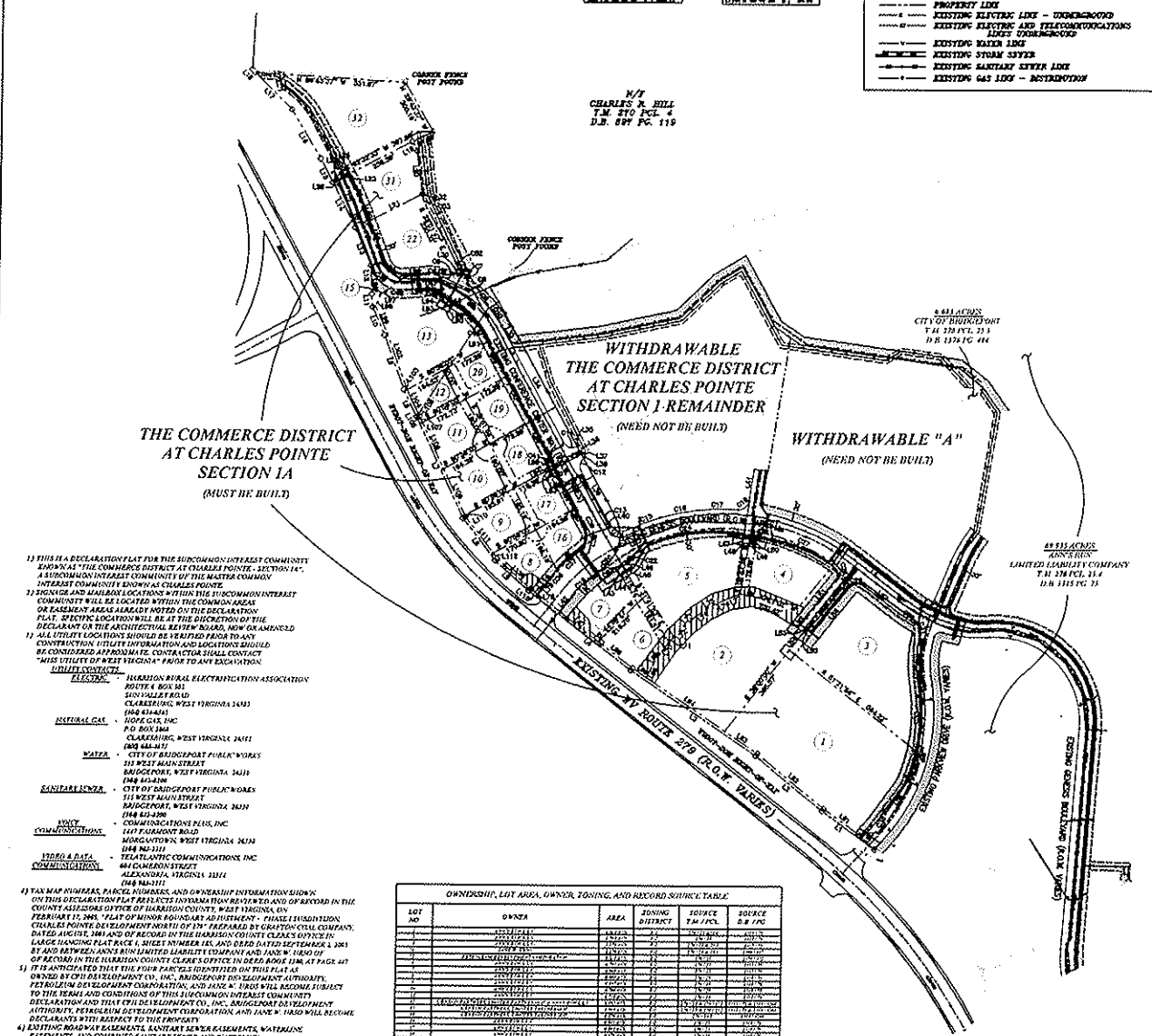
NO.	DATE	BY	REMARKS
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3	10/1/05	W/	W/
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5	10/1/05	W/	W/
6	10/1/05	W/	W/
7	10/1/05	W/	W/
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97	10/1/05	W/	W/
98	10/1/05	W/	W/
99	10/1/05	W/	W/
100	10/1/05	W/	W/

LINE TABLE (CONT.)

NO.	DATE	BY	REMARKS
1	10/1/05	W/	W/
2	10/1/05	W/	W/
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98	10/1/05	W/	W/
99	10/1/05	W/	W/
100	10/1/05	W/	W/

LEGEND

- PROPERTY CORNER - REMAIN FENCED
- PROPERTY CORNER (FOOT OR AS NOTED)
- ROADWAY CENTERLINE
- ROADWAY CENTERLINE STATION
- EXISTING ROADWAYS EASEMENT (SEE NOTES)
- EXISTING PRIVATE EASEMENT (SEE NOTES)
- EXISTING SANITARY SEWER EASEMENT (SEE NOTES)
- EXISTING WATERWORKS EASEMENT (SEE NOTES)
- PROPOSED ACCESS AND UTILITY EASEMENT
- EXISTING 18" GAS TRANSMISSION LINE
- PROPOSED PRIVATE EASEMENT
- LOT DESIGNATION NUMBER
- PROPERTY LINE
- EXISTING ELECTRIC LINE - UNDERGROUND
- EXISTING ELECTRIC AND TELECOMMUNICATIONS LINES UNDERGROUND
- EXISTING WATER LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE - RESTRICTION



- 13 THIS IS A DECLARATION PLAT FOR THE SUBCOMMON INTEREST COMMUNITY KNOWN AS THE COMMERCE DISTRICT AT CHARLES POINTE, SECTION 1A, A SUBCOMMON INTEREST COMMUNITY OF THE MATTER COMMON INTEREST COMMUNITY KNOWN AS CHARLES POINTE.
- 14 SIGNATURE AND MAILING LOCATIONS WITHIN THIS SUBCOMMON

CHARLES POINTE TOWN CENTER
COMMERCE DISTRICT ASSESSEMENTS
EXHIBIT "D"

USE	UNIT #	ACREAGE	SQUARE FEET	CONCEPT FAR	ABFA	ASSESSMENT FACTOR
Hotel/Conference	32	3	130,680		67,000	0.1771
	31	1	43,560		-	
	22	1.34	58,370	0.3	17,511	0.0463
Open Space	15	0.19	8,276	N/A	-	(EXEMPT)
Entry Pad		1.75	76,230	N/A	-	(EXEMPT)
Corporate Office	1	4.95	215,622	0.3	64,687	0.1710
	2	3.46	150,718	0.3	45,215	0.1195
	3	3.28	142,877	0.3	42,863	0.1133
Professional Office	4	1.57	68,389	0.3	20,517	0.0542
	5	2.52	109,771	0.3	32,931	0.0870
Retail Pads	6	0.79	34,412	0.2	6,882	0.0182
	7	0.96	41,818	0.2	8,364	0.0221
	8	0.61	26,572	0.2	5,314	0.0140
	9	0.70	30,492	0.2	6,098	0.0161
	10	0.79	34,412	0.2	6,882	0.0182
	11	0.74	32,234	0.2	6,447	0.0170
	12	0.69	30,056	0.2	6,011	0.0159
	13	0.49	21,344	0.2	4,269	0.0113
	14	0.63	27,443	0.2	5,489	0.0145
	16	0.54	23,522	0.2	4,704	0.0124
	17	0.59	25,700	0.2	5,140	0.0136
	18	0.68	29,621	0.2	5,924	0.0157
	19	0.71	30,928	0.2	6,186	0.0163
	20	0.71	30,928	0.2	6,186	0.0163
	21	0.43	18,731	0.2	3,746	0.0099
Central Park		10	435,600	N/A	-	(EXEMPT)
Total					378,367	100%
CCR Fee						\$5.00/mo per business
Capital Utility Assessment						\$1.00/mo per 1000 over 5000 S.F.

200500018817
Filed for Record in
HARRISON COUNTY, WV
SUSAN THOMAS
10-20-2005 At 10:46 am.
COV/RESTRIC 91.00
STATE TAX .00
CNTY TAX .00
Book 1382 Page 810 - 891

200500018817
WILL BE PICKED UP ON 10/21/05
BY JENNY