

**PUBLIC OFFERING STATEMENT
OF
SUNCREST VILLAGE CONDOMINIUM**

Exhibits To Public Offering Statement

- Exhibit A – Condominium Map
- Exhibit B – Allocated Interests
- Exhibit C – Articles of Incorporation of Suncrest Village Condominium Association, Inc.
- Exhibit D – By-Laws of Suncrest Village Condominium Association, Inc.
- Exhibit E – Estimated Annual Operating Budget
- Exhibit F – Monthly Assessment by Unit Types First Year
- Exhibit G - Deed
- Exhibit H - Unit Purchase Agreement (Exhibit A - Agreement And Waiver)
- Exhibit I - Declaration

The undersigned acknowledges receipt from Suncrest Village, LLC of the Public Offering Statement required pursuant to Section 36B-4-103 of the West Virginia Code for:

SUNCREST VILLAGE CONDOMINIUM

this _____ day of _____, _____.

Signature(s) of Prospective Purchaser(s)*

* Signing this receipt does not obligate you in any way but is merely evidence that the Seller has complied with requirements of West Virginia law to provide certain information and opinions to you.

PUBLIC OFFERING STATEMENT
Amended January 31, 2006
Amended April 17, 2008

Suncrest Village, LLC is pleased to provide to you, a purchaser or prospective purchaser of a unit in Suncrest Village Condominium, the information contained in this statement, which is required to be furnished to you under the State of West Virginia's Condominium act.

Background

In order to enable you to better understand the information we are providing to you, you should know that definitions of various of the terms used in this statement are contained in the Condominium act and in the Declaration of Suncrest Village Condominium ("the Declaration"). We will also try in this statement, from time to time, at appropriate points, to define or clarify various unfamiliar terms, and, for convenience, to use shorthand references for otherwise lengthy terms, i.e., "the Condominium act: for "Chapter 36A and 36B of the West Virginia Code."

A. Description of the Development.

1. Condominium Development. The development is a condominium. The name of the Condominium development (referred to in this statement as "the Condominium") is Suncrest Village Condominium. The Condominium is located on an approximate 19.35 acre parcel located on State Route 705, Monongahela County, West Virginia.

2. Developer. Our name, address and telephone number is:

Suncrest Village, LLC
1325 Stewartstown Road
Morgantown, West Virginia 46505
(304) 292-0900

We are referred to in the Condominium act as the Declarant and this statement as "the Developer."

B. General Narrative Description

1. General Description. Phase I of the Condominium consists of 132 Units, which are constructed in 6, 4 story buildings, and Phase II consists of 88 Units, which are constructed in 4, 4 story buildings. There will be a community building constructed as part of the Common Area, which will have a swimming pool and an outdoor deck. There will also be an outdoor self-serve car wash for the use of Unit owners, located near the entrance to the Condominium.

The construction of the Common Element amenities are commenced, and are to be completed by Spring of 2006, subject to weather conditions and other factors.

Property may be added to the Condominium in more than one phase in the future at the discretion of the Developer.

2. Types of Units.

One Unit type will contain one bedroom with one bath, and a dedicated parking space in the garage below the first floor of the building and will contain between approximately 700 to 800 square feet of living area. Another Unit type will contain two bedrooms with two baths, and a dedicated parking space in the garage below the first floor of the building and will contain approximately 1100 square feet of living area. A third Unit type will contain three bedrooms with three baths, and two dedicated parking spaces in the garage below the first floor of the building and will contain approximately 1600 to 1700 square feet of living area.

3. Temporary Access to the Condominiums

Due to construction of major roadways in the area, the initial means of access to the condominium shall be a temporary route, to be terminated when the use of the planned permanent access route is practically feasible. The temporary access shall be provided by way of Maple Drive, a public way, and thereafter by way of Poultry Farm Road, and finally through a 40 foot wide right-of-way (such right-of-way described in Deed Book No. 1329, Page No. 142, Office of the Clerk of the County Commission of Monongalia County, West Virginia). This temporary right of access shall terminate and become null and void and without force and effect upon Declarant's recordation of the permanent route of ingress, egress and regress as set forth in *Exhibit A*.

4. Subsequent Phases.

The future phases, as shown on *Exhibit A* which MAY NOT BE BUILT, will, if built, consist of a maximum of 800 additional Units or a total of 932 Units for the entire Condominium. There may be fewer than 932 Units depending upon market demands and the mix of unit types. If subsequent Phases are built, they shall become a part of the Condominium and all Unit Owners therein shall possess the same rights and obligations as Unit Owners in Phase I, subject to the provision of the Act and the Condominium Documents hereinafter described. The Developer, however, has made no binding commitment to expand the Condominium.

C. Available Mortgage Financing

Purchasers may obtain financing from any lender or may pay all cash in settlement. Although the Developer has provided prospective purchasers with names of interested lenders, the Developer has made no arrangement for financing for prospective purchasers.

D. Brief Summary of Significant Features of the Declaration

1. Condominium Instruments Binding; Amendments. The Condominium instruments are binding legal documents. The applicable West Virginia law defines "Condominium

instruments” as including the Declaration, the By-Laws, the Drawings, and “all other documents, contracts, or instruments establishing ownership of or exerting control over the condominium property, or a unit.” To our best knowledge and belief this would include and encompass the Articles of Incorporation of the Association, all contracts for the sale of a Unit or Units, any contracts described in this statement, and mortgages of record on the Condominium property or a Unit or Units.

Amendment of the Condominium organizational documents requires that consent of Unit owners exercising not less than 75% of the voting power of the Unit owners.

Notwithstanding the foregoing:

a. the consent of *all* Unit owners shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit;
- (ii) a Unit’s percentage interest in the Common Areas or a Unit’s share of the liability of common expenses;
- (iii) a Unit owner’s voting power; or
- (iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

b. the Developer has reserved the right and power, for a period of three years from the date of the filing of the Declaration, to amend the Condominium organizational documents at Developer’s sole discretion, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency.

2. Unit Ownership. Each purchaser will own the “fee simple” interest in the Unit that purchaser buys. A fee simple interest in a Unit is the full legal title to that Unit. In addition, each purchaser will own a percentage interest, in the common with all other Unit owners, in the “common areas and facilities” (which we refer to as “Common Elements”). Certain parts of the Common Elements are limited to the exclusive use of a particular Unit. These are called “Limited Common Elements.” Patios, parking spaces and entrance areas may be designated on the drawings or declared in the Declaration as Limited Common Elements for some or all of the Units.

The interest of each Unit in the Common Elements will be a percentage determined by dividing the square footage of the Unit by the square footage of all Units. The square footage may be rounded upward or downward by up to 100 square feet in order to eliminate differences based on minor variations in the sizes of the Units. The percentages also may be rounded in

order that the total for all Units equals exactly 100%. The address, square footage and percentage interest of common elements of each Unit are contained in *Exhibit B*.

3. Unit Owner's Association. A Unit Owners' Association ("the Association") for the Condominium shall be created as a nonprofit corporation in the State of West Virginia by the filing of Articles of Incorporation attached as *Exhibit C* (the "Articles") with the West Virginia Secretary of State. We do not know of any other requirements that have to be met prior to or as a prerequisite to the creation of the Association. Each Unit owner will be a member of the Association.

The owner of each Unit shall have a vote in the Association for each Unit in the Condominium owned in fee simple weighted in proportion to the square footage of the Unit compared to the square footage of all Units in the Condominium.

Regardless of the voting rights of members, until members of the Association other than the Developer elect a majority of the Association members, the Developer, in effect, will have the power to exercise the powers and responsibilities otherwise assigned by law or the Declaration to the members, the officers, and the Association.

A copy of The Bylaws of the Association is attached on *Exhibit D* of this Statement.

NOTE: THE DECLARATION AND BYLAWS PROVIDE THAT UNTIL THE EARLIER TO OCCUR OF A DATE THAT IS (i) 60 DAYS AFTER CONVEYANCE TO PURCHASERS OF 75% OF THE MAXIMUM NUMBER OF UNITS THAT MAY BE CREATED BY THE DECLARANT IN THIS CONDOMINIUM; (ii) TWO YEARS AFTER DECLARANT HAS CEASED TO OFFER UNITS FOR SALE IN THE ORDINARY COURSE OF BUSINESS OR (iii) THAT IS TWO YEARS AFTER THE RIGHT TO ADD ANY NEW UNITS WAS LAST EXERCISED, THE DECLARANT WILL HAVE RIGHT TO APPOINT AND REMOVE ALL DIRECTORS AND OFFICERS OF THE ASSOCIATION. THE DECLARATION AND BYLAWS FURTHER PROVIDE THAT NOT LATER THAN 60 DAYS AFTER THE CONVEYANCE OF 25% OF THE UNITS TO UNIT OWNERS OTHER THAN THE DEVELOPER ONE DIRECTOR APPOINTED BY THE DECLARANT SHALL BE REPLACED WITH A DIRECTOR ELECTED BY OWNERS OTHER THAN THE DECLARANT. NOT LATER THAN 60 DAYS AFTER THE CONVEYANCE OF 75% OF UNITS TO UNIT OWNERS OTHER THAN THE DEVELOPER NOT LESS THAN 75% OF THE MEMBERS OF THE BOARD OF DIRECTORS SHALL BE ELECTED BY OWNERS OTHER THAN THE DEVELOPER.

NOTE: THERE ARE NO CONTRACTS OR LEASES THAT WILL OR MAY BE SUBJECT TO CANCELLATION BY THE ASSOCIATION UNDER THE PROVISIONS OF THE ACT. (§36-B-3-105) OTHER THAN VARIOUS MANAGEMENT CONTRACTS ENTERED INTO BY THE ASSOCIATION DURING THE TIME THE ASSOCIATION IS CONTROLLED BY THE DECLARANT AS PROVIDED IN THE DECLARATION.

Regardless of the Developer's right to appoint members and to vote for the election of members, we reserve the right and option, at our sole discretion, at any time, to waive our right to select or to vote the election of members.

E. Liens or Encumbrances

The Condominium shall be subject to the rights of an adjacent property owner to an easement providing for access to State Route 705 over the access roads of the Condominium. Title to the Condominium property is or may be subject to one or more mortgages. Any such mortgage will be released or subjected or subordinated to the Declaration, By-Laws and Drawings of the Condominium prior to the closing of the sale of any Unit. Additionally, each Unit and its appurtenant interest in the Common Elements will be released from the lien of all mortgages (other than a mortgage or mortgages obtained by a purchaser), at the time of the closing of the sale of that Unit.

The Condominium is subject to easements for utility lines as shown on the Drawings, and easements for various purposes will be created by the filing of the Declaration. We do not believe that any of these easements will unreasonably interfere with the proposed use of the Condominium for residential purposes.

F. Judgments or Suits

There are no outstanding judgments against the Unit Owners Association. There are no pending suits material to the Condominium of which the Developer has actual knowledge.

G. Restraints against Alienation

The Condominium will be subject to a series of restrictions that are set forth in the Declaration. Some of these restrictions impose limitations on the rights of Unit owners with regard to uses of Units and Common Areas, renting and leasing, and remedies for violations. We believe that these limitations are necessary in order to maintain a high-quality residential community involving close living accommodations.

The Declaration establishes a plan for the assessment and collection of assessments, by the Association, to pay common expenses incurred in fulfilling the Association's functions. These assessments are the personal obligation of Unit owners and may be perfected as liens against Units.

Real estate taxes not due and payable at the time of closing will be a lien on a Unit at the time of the closing of the sale of the Unit. Each purchase contract with respect to a Unit sets forth the specific agreement between Developer and the purchaser regarding all taxes and liens.

Except in our capacity as a Unit owner of unsold Units, and the reservation of the easement rights with respect to the additional property previously mentioned or as set forth below in (I), neither we nor any agent of ours will retain a property interest in the Common

Elements. There is no limitation on the amount a Unit owner may receive on condemnation or casualty loss to a Unit or to the Condominium, or upon the termination of the Condominium.

H. Zoning.

There are no zoning restrictions imposed upon the Condominium.

I. Unusual and Material Circumstances.

The Developer shall construct the Community House and swimming pool as Common Elements of the Condominium and will assess an additional charge for this construction in the amount of Two Thousand Dollars (\$2,000.00) to be paid at the initial closing of each Unit. The maintenance and repair of the Community House and the swimming pool shall be the responsibility of the Unit Owner's Association.

The Developer may develop all or any portion of the proposed subsequent phases in an alternative form not subject to the Condominium (Alternative Development), but may grant the owners and residents of the Alternative Development certain rights of use of portions of the General Common Elements. The use of the following portions of the General Common Elements may be shared with the owners and residents of the Alternative Development: community room, swimming pool, car wash area, streets, roads, driveways, sidewalks, walkways, trails, paths and any General Common Element designed for foot, bicycle and automobile transit (the "Shared Common Elements").

The proportion of expenses to be shared by the owners of the portions of the Alternative Development which shall share in the use of the Shared Common Elements shall be directly related to the total square footage of living area of residential units in those portions of the Alternative Development. The formula for the sharing of expenses shall be as follows: (1) the sum of the square footage of all of the living area of all units in the Alternative Development sharing in the use of the Shared Common Elements; (2) divided by the following sum: the square footage of living area of all units of the Alternative Development sharing in the use of the Shared Common Elements plus the living area of all units in the Condominium; (3) which division yields a percentage to be known as the Expense Factor; (4) the Expense Factor is then multiplied by the applicable line items in yearly common expense budget for the Shared Common Elements of the Condominium to which the tenants and guests of the Alternative Development have access and the right of use; (5) which determines the share of such expenses to be paid by the owner(s) of the Alternative Development.

Formula:

The sum of square footage of
living area in the Alternative
Development

$$\frac{\text{The sum of square footage of living area in the Alternative Development}}{\text{The sum of square footage of living area in the Alternative Development + sum of square footage of living area in the Condominium}} = \text{Expense Factor} \times \text{Applicable Common Expense} = \text{share paid by Alternate Development owner(s)}$$

Example for illustrative purposes only:

Total of living area of Alternative Development:	10,000 square feet
Total of living area of Condominium:	5,000 square feet

Alternate Development living area (10,000 square feet) divided by combined Alternate Development and Condominium living area (15,000 square feet) = 66.33% Expense Factor

Common Expense for Shared Common Elements of \$1,000.00 multiplied by Expense Factor = \$663.30 to be paid by owner(s) of the Alternate Development

The Association shall establish separate line items in its annual budget for those categories for which it shall seek reimbursement or payment from the owner(s) of the Alternative Development. Further, the Association shall make available to the owner(s) of the Alternative Development supporting data and work sheets demonstrating the computation of each line item. The Association shall consult with the owners of the Alternative Development and obtain their agreement and consent as to the cost each year to be established for each of the relevant line items of the annual budget, which consent and approval shall not be unreasonably withheld. Payment shall be made prospectively for the use of the Shared Common Elements.

As used herein "Common Expense" shall mean any and all actual expenses or cost incurred and relating, in any way to the operation, maintenance, repair, insurance and administration of the Common Elements (including any reserves and a reasonable allocation of the overhead, management, fees, and other general expenses of the Association reasonably attributable to the Shared Common Elements).

The sums of applicable living areas may be prorated in order to reflect the completion of additional square footage in the Alternate Development or Condominium during any annual period.

J. Financial Information.

A budget for the Association is attached as *Exhibit E*. The budget was prepared by the Suncrest Village, LLC. Inflation at the rate of 5% should be expected. The monthly assessment for each Unit type is attached as *Exhibit F*.

K. Disclosure of Legal Rights of Purchasers

1. Units are offered pursuant to this Public Offering Statement and Exhibits, as the same may be amended from time to time. Regarding the purchase of a Unit:

(a) WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT, A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT AND RECEIVE THE RETURN OF PURCHASER'S EARNEST MONEY DEPOSIT.

(b) IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT 10% OF THE SALE PRICE OF THE UNIT, PLUS 10% OF THE SHARE, PROPORTIONATE TO HIS COMMON EXPENSE LIABILITY, OF ANY INDEBTEDNESS OF THE ASSOCIATION SECURED BY SECURITY INTERESTS ENCUMBERING THE COMMON ELEMENTS; PROVIDED, THAT SUCH PURCHASER MUST SHOW THAT HE HAS BEEN ACTUALLY DAMAGED AS A RESULT OF HIS OR HER FAILURE TO RECEIVE SUCH PUBLIC OFFERING STATEMENT.

(c) IF A PURCHASER RECEIVES THIS PUBLIC OFFERING STATEMENT MORE THAN FIFTEEN (15) DAYS BEFORE SIGNING A CONTRACT OF SALE, SUCH CONTRACT IS VALID, ENFORCEABLE AND CANNOT BE CANCELLED BY SUCH PURCHASER.

(d) CANCELLATION SHALL BE MADE BY HAND-DELIVERING A NOTICE THEREOF TO DECLARANT OR ITS AGENT FOR SERVICE OF PROCESS AT THAT ADDRESS GIVEN BELOW.

Suncrest Village, LLC
1325 Stewartstown Road
Morgantown, West Virginia 26505

2. Escrow Deposits. Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchase if the purchaser cancels the contract pursuant to section 4-108 of the West Virginia Code. The deposits shall be held in an interest bearing account controlled by the Developer which will bear interest for the Developer's benefit to be used towards the construction of the Condominium, in accordance with the law of the State of West Virginia, except if said deposit is required to be held by a licensed real estate broker.

3. Obligation to Complete and Restore. Several of the Buildings are under construction as of the date of this statement. Certain portions of the Common Elements are also under construction. There is still a substantial amount of construction to be completed within the first phase of the Condominium. Financial arrangements for the completion of the internal finishing of the Units, and the completion of the Common Elements, and any unbuilt Building has been made with Huntington National Bank through mortgage financing, and the amount of the mortgage financing is sufficient to complete all improvements that the Developer is obligated to build. PROVIDED, REGARDLESS OF HOW WELL FINANCED DECLARANT IS, THERE CAN BE NO ASSURANCE THAT THE IMPROVEMENTS, AS SHOWN, WILL BE COMPLETED ACCORDING TO THE CONDOMINIUM PLATS OR WILL BE COMPLETED AT ALL.

L. Description of Warranties.

Following is a description of the limited warranties (and the limitations on these warranties) that will be given to you if you purchase a Unit:

1. Units and Common Elements. Units and Common Elements will be suitable for the ordinary uses of residential real estate, and are free from defective materials constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner. This warranty as to a unit shall extend for two (2) years after the Purchaser takes possession of the Unit. As to Common Elements, this warranty shall commence two (2) years after completion of the Common Element or, if later, the warranty shall commence at the time that the first Unit is conveyed to a bona fide purchaser. If a Common Element is included in a phase to be added to the Condominium, the warranty period shall commence at the time the first Unit in the phase is conveyed to a bona fide purchaser, and extend two (2) years.

2. Appliances, etc. In the case of ranges, refrigerators, dishwashers, disposals, hot water heaters, furnace/HVAC and other similar appliances, if any, installed and furnished by Developer as part of your Unit, we will assign to you all express and implied warranties of the manufacturer, and our warranty with respect to such items will be limited to our warranty that the same have been properly installed.

3. Extended Warranties. We will assign to you any warranties made to Developer that exceed the time periods for warranties that we give to you by the limited warranty.

4. Limitations.

a. No responsibility will be assumed for damage from any case whatsoever, other than to repair or replace, at our cost, property damaged by reason of the breach by Developer of any warranty given to you.

b. No responsibility will be assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

c. Any request for service must be sent in writing to Developer at our address previously described or at such address as we may designate, from time to time, in writing to you. We, or our designated representative, will commence performance of our obligations under the warranty within thirty (30) days after receipt of your request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made during regular business hours.

6. Other Rights. The limited warranty we provide will give you specific legal rights and you may also have other legal rights under law.

M. Fees for Use of Common Elements.

The Unit Owners Association may receive fees for third parties' use of the Community House and Pool if Developer exercises its rights to provide access to these Common Elements to adjacent developments not part of the Condominium.

N. Contractual Rights and Responsibilities.

We have not entered into any contract with respect to or on behalf of the Association by which it has rights or responsibilities but intend to contract with a qualified vendor for waste management. The contract will provide that the Association may terminate these agreements in accordance with the West Virginia Condominium Act. The Association is free to enter into contracts, obtain rights and incur responsibilities to the full extent available to and permitted by condominium associations under the law.

O. Development Rights.

The Developer will retain development rights in the Declaration. What this means is that the Developer may add property to the Condominium. The addition of property of the Condominium will be done at the Developer's sole discretion, and there is no guarantee that property would be added to the Condominium.

Additions to the Condominium property would be done in phases. Each phase would contain buildings which would contain additional units, and each phase may also contain limited common elements and common elements. Those using it would have access to all elements of the Condominium, unless the Developer specified otherwise.

There is no maximum number of units and no maximum number of units per acre which may be created in any additional phase or phases. No representations are made that any or all future units will be restricted exclusively to residential use. There is no maximum percentage of the real estate area or of the floor area of units which may be created in additional phases that would not be restricted exclusively to residential use.

Each unit in the Condominium has been assigned a percentage interest in the common elements of the Condominium. If units are added to the condominium through a phase or phases, the percentage of interest of each unit in the original Condominium shall be decreased. There is no maximum extent to which the units' allocated interest may be decreased, but any decrease shall be based on the addition of new units' square footage in any additional phase or phases.

Adjacent property to the Condominium may be constructed with rental apartments which would be retained by the Developer. The residents of the rental apartments may have access to the Common Elements on terms to be determined in the Developer's sole discretion.

The Developer gives no assurances as to the following matters:

- (a) That any buildings or other improvements that may be erected pursuant to the Development right in any part of the Condominium shall be compatible with existing buildings and improvements in the Condominium in terms of architectural style, quality of construction, and size;
- (b) As to any other improvements that may be made and limited common elements that may be created within the Condominium;

- (c) As to any limitation as to the location of any building or other improvement that may be made within the Condominium pursuant to any development right reserved by the Developer;
- (d) That any limited common element created pursuant to any development right reserved by the Developer will be of the same general type and size of as the limited common elements within other parts of the Condominium;
- (e) That the proportion of limited common elements to units created pursuant to any development right reserved by the Developer will be approximately equal to the proportion existing within the other parts of the Condominium.

Any assurance made within the section entitled "Development Rights" does not apply in the event that the Developer does not exercise its development rights.

P. Settlement Costs and Expenses.

The Declarant will pay the West Virginia State Excise Tax on the privilege of transferring real estate and for the preparation of the deed to the purchaser for the Unit, a prototypical deed is attached as *Exhibit G*. All other costs of settlement shall be paid by the purchaser. These costs of settlement may include, but may not be limited to, the following: a loan origination fee, private mortgage insurance premium, combination mortgagee's title insurance and owner's title insurance premiums, clerk's fee for deed recordation, clerk's fee for deed of trust recordation, credit report fee, appraisal fee, title examination fee, loan document preparation fee, and settlement fee.

The purchaser will be required to pay monthly (in advance) to the Association that portion of the Common Expenses allocable to his Unit. Common Expenses payable for the month in which settlement occurs shall be adjusted on a per diem basis as of the settlement date. The percentage of Common Expenses to be assessed against each Unit is fixed by the Declaration. The estimated Common Expenses for the first year of operation (based on full occupancy) for each unit are set forth in the Projected Owners' Budget attached hereto as *Exhibit E*.

NOTE: IN ADDITION TO THE PRORATED ASSESSMENT, THE PURCHASER SHALL BE REQUIRED TO PAY AT CLOSING, TO THE DECLARANT AS AGENT FOR THE EXECUTIVE BOARD OF THE ASSOCIATION, AN AMOUNT EQUAL TO 25% OF THE ASSOCIATION'S ESTIMATE OF COMMON EXPENSES OF A UNIT FOR THE FISCAL YEAR IN WHICH THE SALE OF THE UNIT OCCURS. PAYMENTS BY PURCHASERS TO THE ASSOCIATION AT CLOSING AS AFORESAID) SHALL NOT BE CREDITED AGAINST OR RELIEVE PURCHASERS FROM THEIR OBLIGATION TO PAY ASSESSMENTS LEVIED AGAINST THE UNITS BY THE ASSOCIATION. THIS PAYMENT TO THE RESERVE FUND DOES NOT APPLY TO THE DECLARANT.

PROSPECTIVE PURCHASERS ARE URGED TO SEEK LEGAL ADVICE AND CONSULT THE DECLARATION, ASSOCIATION ARTICLES OF INCORPORATION, ASSOCIATION BY-LAWS, AND ALL LEGAL DOCUMENTS APPENDED HERETO OR HEREINAFTER REFERENCED FOR A COMPLETE DESCRIPTION OF CONDOMINIUM RIGHTS AND RESTRICTIONS AND OTHER MATTERS.

The Declarant reserves the right to change the terms of this Public Offering Statement as it affects potential Unit purchasers not then under contract to purchase a Unit. No person has been authorized by the Declarant to make any representation not expressly contained herein.

NOTE: THE DECLARANT SHALL PROMPTLY AMEND THIS PUBLIC OFFERING STATEMENT TO REPORT ANY MATERIAL CHANGE IN THE INFORMATION HEREIN PROVIDED.

Msl-3\2008\Suncrest Village LLC\PublicOffering (4-17-08) (Amendment)

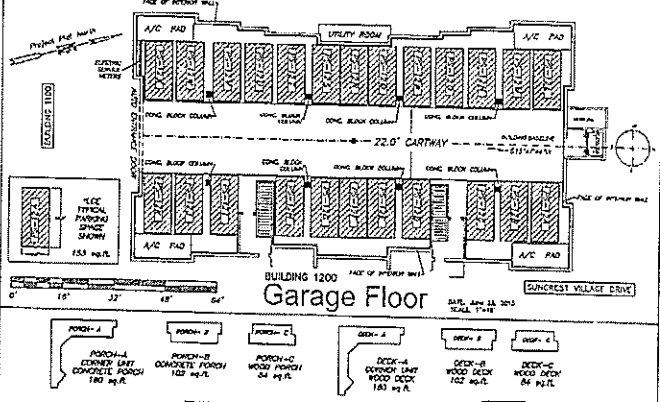
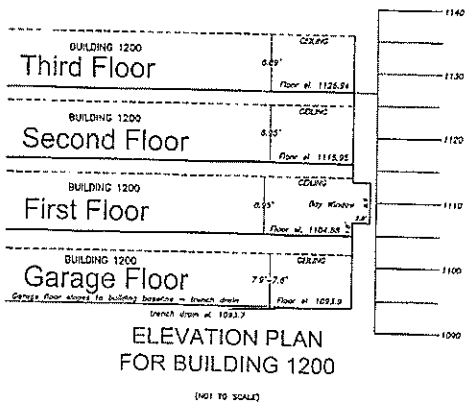
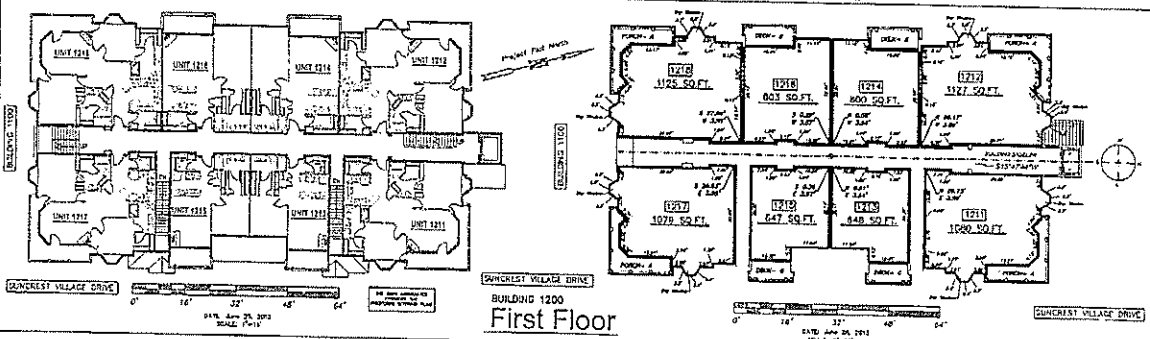
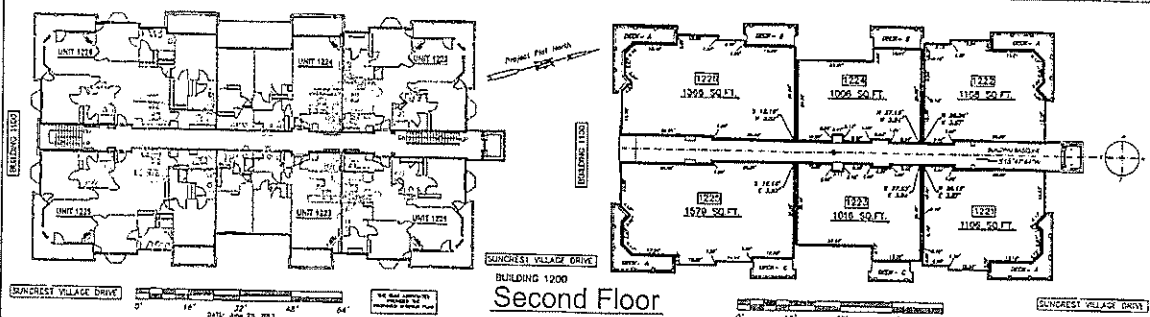
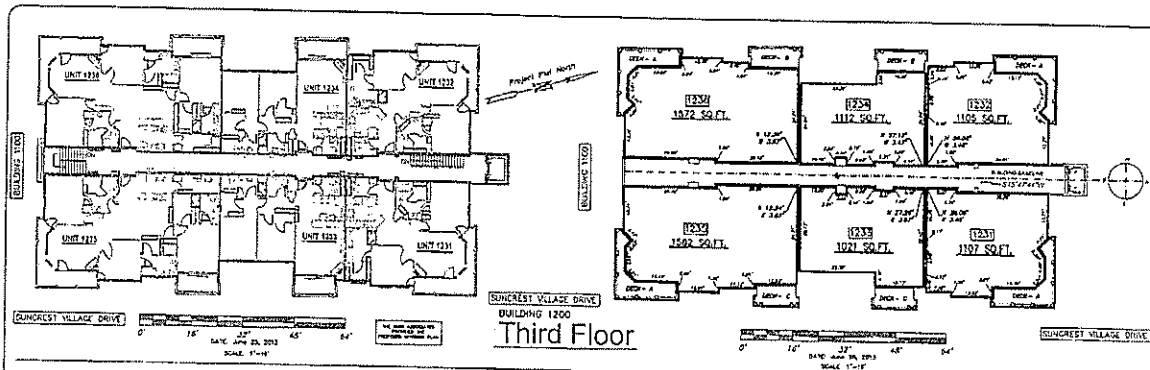
EXHIBIT A

Condominium Map

To be attached or included in package.

[illegible]

BUILDING 1100 DETAIL SHEET



NOTES:

- 1) All areas within Phase II are common elements of this development, except as follows:
 - a) UNITS as shown on building detail sheets
 - b) Areas marked "LOC" (limited common element), i.e., deck, porch, parking space ... as shown on building detail sheets
 - c) or as set out in Declaration.
- 2) All decks or porches are a limited common element to their abutting Units.
- 3) Parking spaces shown are limited common elements to be assigned to a building Unit as set out in the Declaration.
- 4) Unit dimensions were taken to the inside face of the drywall. Unit interior plan was provided by GMI Associates. Greenleaf Surveying Company has verified certain interior dimensions.
- 5) Address # Unit 12, Suncrest Village Drive, Morgantown, WV.

SUNCREST VILLAGE CONDOMINIUMS

BUILDING 1200 DETAIL SHEET

PLAT OF SURVEY FOR SUNCREST VILLAGE, LLC & SUNCREST VILLAGE CONDOMINIUMS

Describe Building 1200 detail sheet of Phase II of Suncrest Village Condominiums

Asstn. Ref. Map Cabinet 5 - Envelope

Area: sq. ft. or

Mrs. SUNCREST VILLAGE, LLC

(formerly Gateway Village, LLC - C.B. 59-500)

01, 1239, at Page 42

Top Map No. 4

Parcel p/o 18

Corporation:

District: Morgan

of Monongalia County, West Virginia.

Address: Suncrest Village Drive, Morgantown, WV

Scale 1" = 10' Date: June 28, 2013

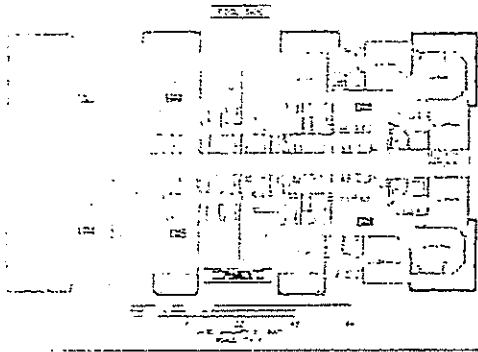
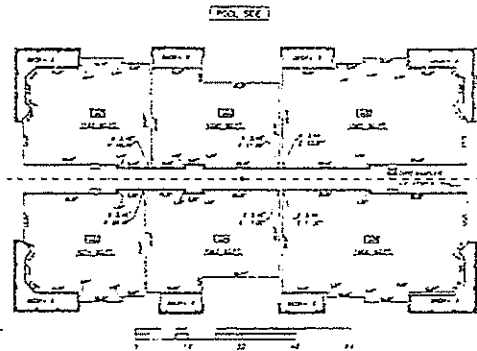
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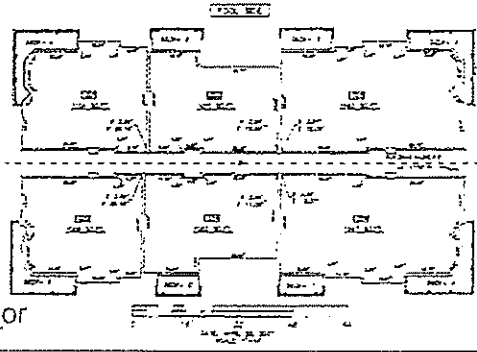
ALLAN J. WITCHEL, P.E., L.S., S.D.



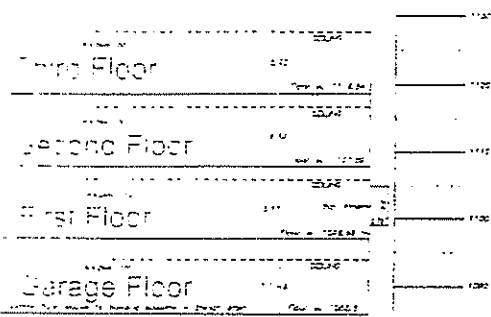
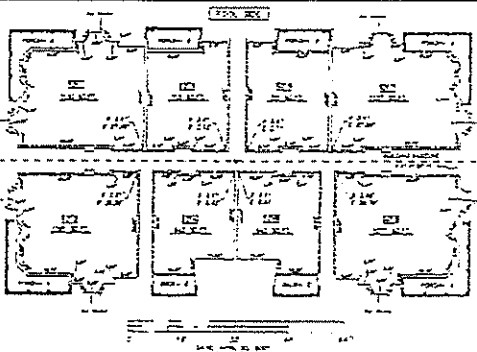
Third Floor



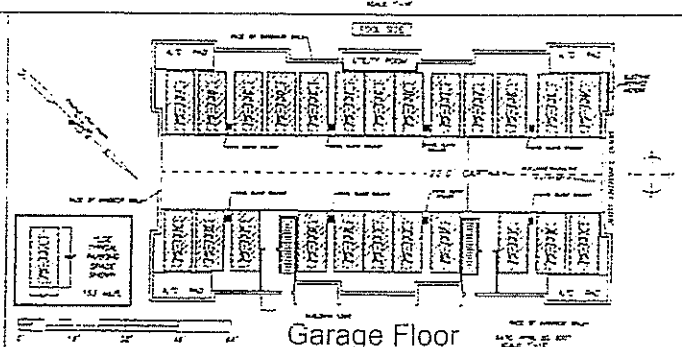
Second Floor



First Floor



ELEVATION PLAN
FOR BUILDING 1300



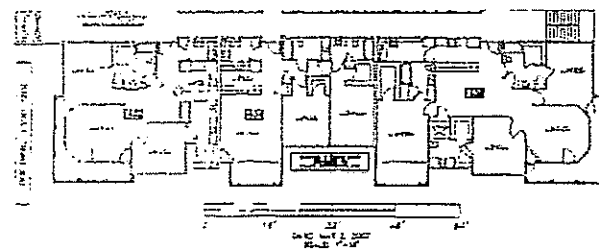
Garage Floor

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

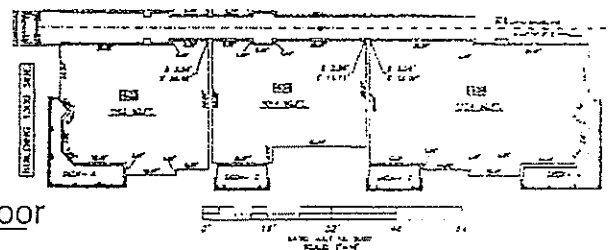
SUNCREST VILLAGE CONDOMINIUMS BUILDING 1300 DETAIL SHEET

PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
CONDOMINIUM BUILDING 1300
SUNCREST VILLAGE, LLC
HARRIS COUNTY, TEXAS
DATE: 12/15/11
BY: [Signature]
[Stamp]

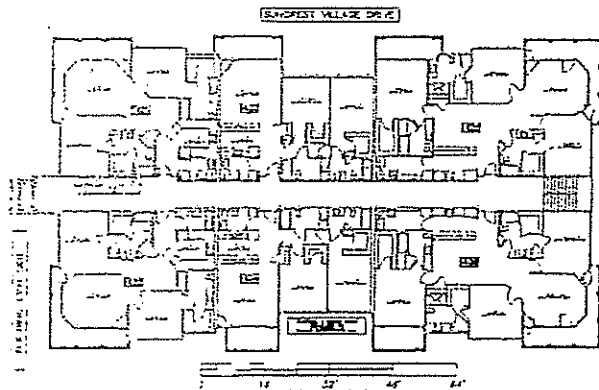
SUNCREST VILLAGE
CONDOMINIUMS
PLAT & DEED BOOK 100000 H
PAGE 100000 H
SUNCREST VILLAGE, LLC
HARRIS COUNTY, TEXAS
DATE: 12/15/11
BY: [Signature]
[Stamp]



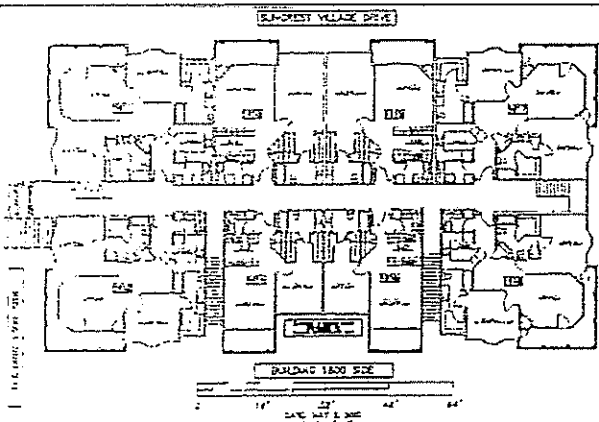
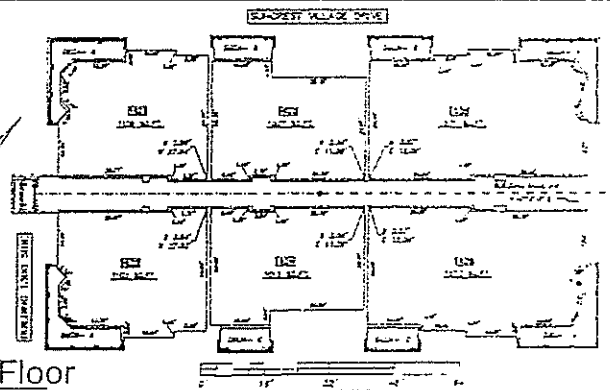
BUILDING 1600
Third Floor



BUILDING 1600
Second Floor

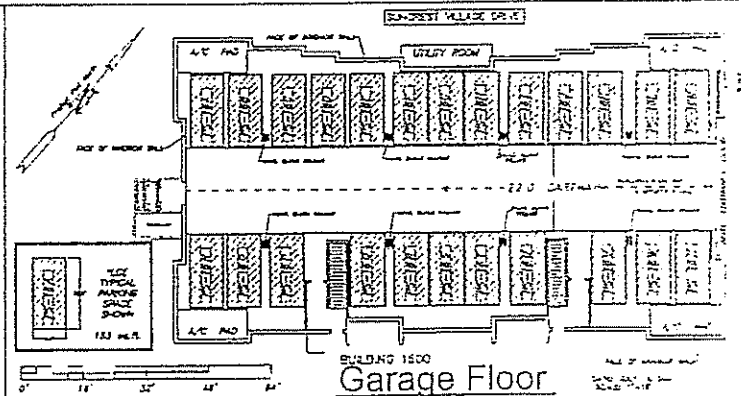


BUILDING 1600
First Floor



ELEVATION PLAN
FOR BUILDING 1600

1/4" = 1' SCALE



TYPICAL PORCH & DECK DETAIL PLAN

- NOTES:
1. All units within Phase 1 are common elements of the development, except as follows:
 2. Units as shown on building detail sheets.
 3. Areas marked "LCE" (limited common elements), i.e., deck, porch, parking space ... as shown on building detail sheets.
 4. All units as shown in Declaration.
 5. All decks or porches are a shared common element to their abutting Units.
 6. Parking spaces shown are limited common elements to be assigned to a building Unit as set out in the Declaration.
 7. Unit dimensions were taken to the inside face of the drywall. Unit dimensions were provided by Blockwell & Muggins Construction Design Professionals, LLC. Greenleaf Surveying Company has verified certain interior dimensions.
 8. Address - Unit 15, Suncrest Village Drive, Morgantown, WV.

UNIT NUMBER

1501 - 1502

1503 - 1504

1505 - 1506

1507 - 1508

1509 - 1510

1511 - 1512

1513 - 1514

1515 - 1516

1517 - 1518

1519 - 1520

1521 - 1522

1523 - 1524

1525 - 1526

1527 - 1528

1529 - 1530

1531 - 1532

1533 - 1534

1535 - 1536

1537 - 1538

1539 - 1540

1541 - 1542

1543 - 1544

1545 - 1546

1547 - 1548

1549 - 1550

1551 - 1552

1553 - 1554

1555 - 1556

1557 - 1558

1559 - 1560

1561 - 1562

1563 - 1564

1565 - 1566

1567 - 1568

1569 - 1570

1571 - 1572

1573 - 1574

1575 - 1576

1577 - 1578

1579 - 1580

1581 - 1582

1583 - 1584

1585 - 1586

1587 - 1588

1589 - 1590

1591 - 1592

1593 - 1594

1595 - 1596

1597 - 1598

1599 - 1600

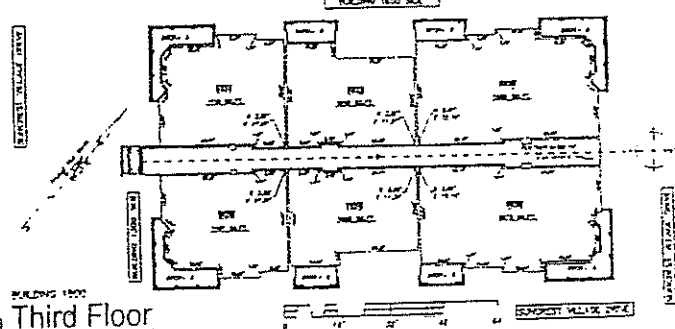
SUNCREST VILLAGE CONDOMINIUMS

BUILDING 1600 DETAIL SHEET

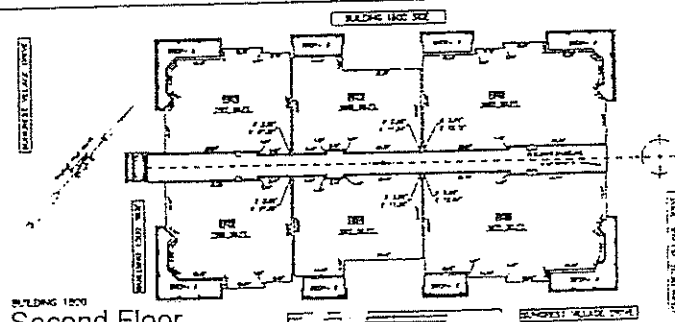
PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Suncrest Building 1600 detail sheet of Phase 1
of Suncrest Village Condominiums
Address: 1500 Suncrest Village Drive - Morgantown, WV
Map No. 00478 - 1st Edition
Scale: 1" = 15'

PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Suncrest Building 1600 detail sheet of Phase 1
of Suncrest Village Condominiums
Address: 1500 Suncrest Village Drive - Morgantown, WV
Map No. 00478 - 1st Edition
Scale: 1" = 15'

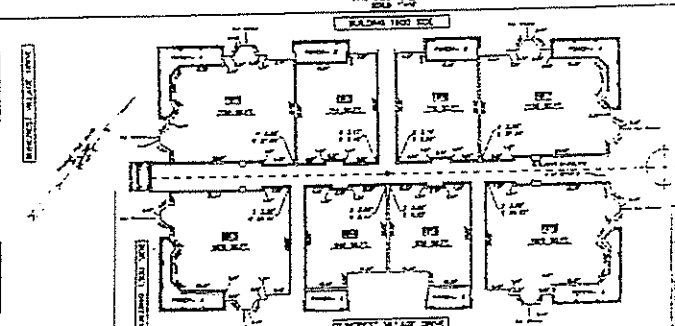
PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Suncrest Building 1600 detail sheet of Phase 1
of Suncrest Village Condominiums
Address: 1500 Suncrest Village Drive - Morgantown, WV
Map No. 00478 - 1st Edition
Scale: 1" = 15'



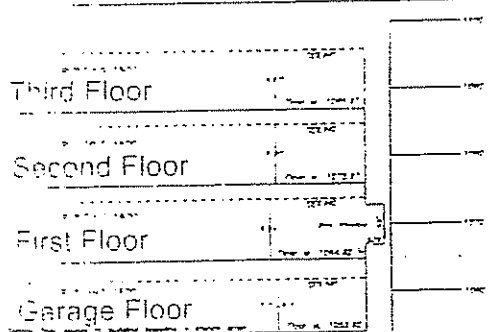
Third Floor



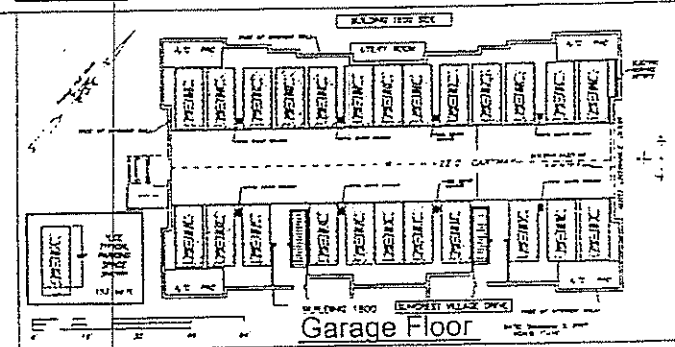
Second Floor



First Floor




ELEVATION PLAN
FOR BUILDING 1800



TYPICAL FORCH & DECK DETAIL PLAN

[illegible][illegible]

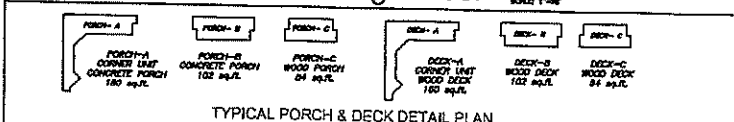
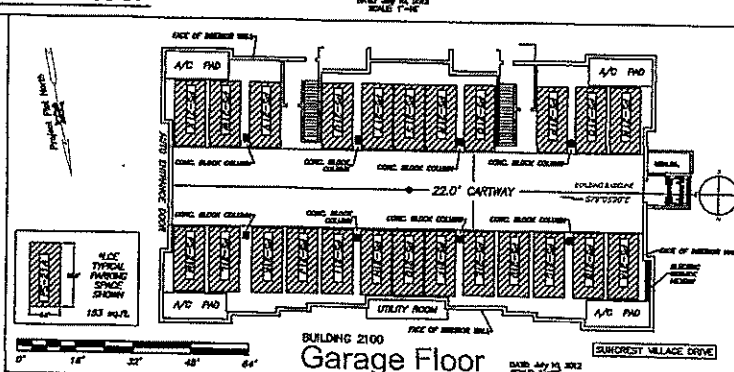
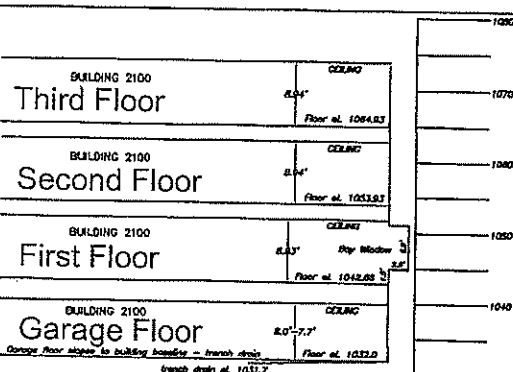
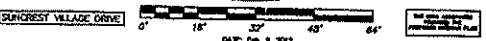
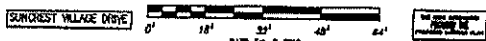
PLAT OF SURVEY FOR
 SUNCREST VILLAGE, LLC &
 SUNCREST VILLAGE CONDOMINIUMS
 made by the Survey 1900 dated west of these
 of Suncrest Village Condominiums
 number A-14-142-1-2 - Suncrest
 map
 the
 THE SUNCREST VILLAGE, LLC
 142-1-2-1-2
 142-1-2-1-2
 142-1-2-1-2
 142-1-2-1-2
 District of Columbia
 County, Maryland
 Suncrest Village, District of Columbia
 142-1-2-1-2
 142-1-2-1-2

[illegible]

RECEIVED
JAN 10 1964
U.S. AIR FORCE
AIR FORCE
JAN 10 1964

FOREST VILLAGE CONDOMINIUMS

BUILDING 1800 DETAIL SHEET



NOTES:

- 1) All areas within Phase II are common elements of this development, except as follows:
 - a) UNITS as shown on building detail sheets
 - b) Areas marked "LCE (limited common element), i.e. deck, porch, parking space ... as shown on building detail sheets.
 - c) or as noted in Declaration.
- 2) All decks or porches are a Limited common element to their abutting Units.
- 3) Parking spaces shown are limited common elements to be assigned to a building Unit as set out in the Declaration.
- 4) All dimensions were taken to the inside face of the drywall. Unit interior plans was prepared by GMM Associates. Greenleaf Surveying Company has verified certain interior dimensions.
- 5) Address = Unit 211, Suncrest Village Drive, Morgantown, WV.

RECE UNIT NUMBER (A, B or C) **1000**

POSITION-A Concrete or steel porch (A, B or C) **1000**

SECTION steel deck (A, B, C) **1000**

10-14 Forming (A, B, C, D or E) **1000**

1000 Limited concrete statement

_____ property line

_____ edge of right-of-way

_____ centerline/boundary of right-of-way

_____ new structure

_____ building boundary

● reference point - benchmark &
- building reference point

▲ point - as monument

■ 1/2" reinforcing rod (found)

■ 3/8" reinforcing rod (found)

■ 1/2" reinforcing rod (not)

■ 3/4" reinforcing rod (found)

■ SSC concrete monument (found)

To all parties interested in this to the premises surveyed. The parcel surveyed is not located within the 100 year storm flood zone and is shown on Flood Risk Map No. 540135 on Parcel No. 006735, in Zone C.

PRESERVE HORIZONTALS & VERTICAL DATUM

HORIZONTAL SCALE = 1 inch = 10 feet
Reported to be on the NAD 83 Datum

VERTICAL DATUM = Vertical datum is reported to be on the NAD 83 Datum.


PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Description: Building 2100 detail sheet of Photo
of Suncrest Village Condominiums
Addition Ref: Map Cabinet 5 - Envelope _____
Area: sq ft. or _____
Title: SUNCREST VILLAGE, LLC
(formerly Gateway Village, LLC - C.B. 59-508)
DL 1239 . of Page 42

Tax Map No. 4 Parcel p/o 13
 Corporation:
 District: Morgan
 of Monongalia County, West Virginia
 Address: Suncrest Village Drive, Morgantown, WV
 Scales 1" = 16" Date: July 10, 2012
 Revised

**SUNCREST VILLAGE
CONDOMINIUMS**

PLATS & DEEDS SHEETS RECORDED IN:

MAP SHEET 2	DENVELOPE 304
MAP SHEET 2	DENVELOPE 308
MAP SHEET 2	DENVELOPE 314
MAP SHEET 2	DENVELOPE 334
MAP SHEET 2	DENVELOPE 334
MAP SHEET 2	DENVELOPE 368
MAP SHEET 5	DENVELOPE 314
MAP SHEET 3	DENVELOPE 30
MAP SHEET 5	DENVELOPE 378
MAP SHEET 5	DENVELOPE 384
MAP SHEET 5	DENVELOPE 434
MAP SHEET 5	DENVELOPE 400
MAP SHEET 5	DENVELOPE 514
MAP SHEET 3	DENVELOPE 1184
MAP SHEET 3	DENVELOPE 1198



**GREENLEAF SURVEYING
COMPANY**
1215 GREENING ROAD
MORRISTOWN, NEW JERSEY 07960
201 / 381-1244

SUNCREST VILLAGE CONDOMINIUMS

BUILDING 2100 DETAIL SHEET

SUNCREST VILLAGE DRIVE

0' 16' 32' 48' 64'

DATE: Aug 11, 2011

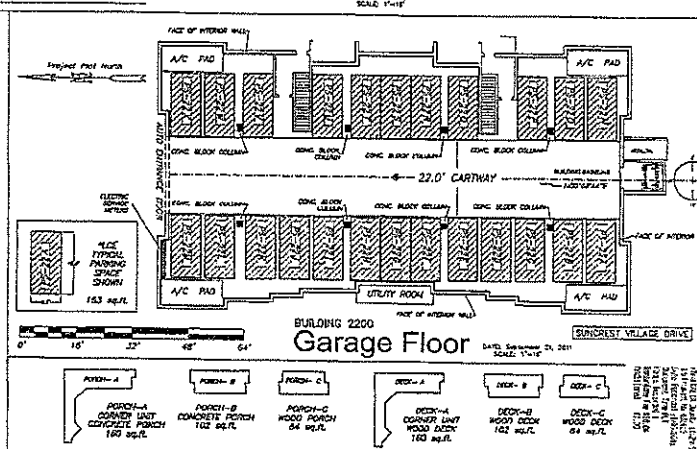
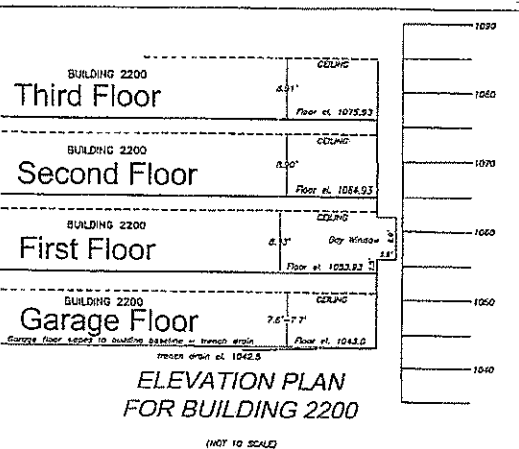
BUILDING 2200
Third Floor

SUNCREST VILLAGE DRIVE

BUILDING 2200
Second Floor

SUNCREST VILLAGE DRIVE

BUILDING 2200
First Floor



- NOTES:
- 1) All areas within Phase II are common elements of this development, except as follows:
 - a) UNITS as shown on building detail sheets
 - b) Areas marked "LCE" (limited common element), i.e., deck, porch, parking space, etc. as shown on building detail sheets
 - c) or as set out in Declaration.
 - 2) All decks or porches are a limited common element to their abutting Units.
 - 3) Parking spaces shown are limited common elements to be assigned to a building Unit as set out in the Declaration.
 - 4) Unit dimensions were taken to the inside face of the doorway. Unit interior plan was provided by OMNI Associates. Greenleaf Surveying Company has verified certain interior dimensions.
 - 5) Address = Unit 222, Suncoast Village Drive, Morgantown, WV.

UNIT 14/15/16

CONCRETE

FORMS - A

FORMS - B

FORMS - C

FORMS - D

FORMS - E

FORMS - F

FORMS - G

FORMS - H

FORMS - I

FORMS - J

FORMS - K

FORMS - L

FORMS - M

FORMS - N

FORMS - O

FORMS - P

FORMS - Q

FORMS - R

FORMS - S

FORMS - T

FORMS - U

FORMS - V

FORMS - W

FORMS - X

FORMS - Y

FORMS - Z

FORMS - AA

FORMS - AB

FORMS - AC

FORMS - AD

FORMS - AE

FORMS - AF

FORMS - AG

FORMS - AH

FORMS - AI

FORMS - AJ

FORMS - AK

FORMS - AL

FORMS - AM

FORMS - AN

FORMS - AO

FORMS - AP

FORMS - AQ

FORMS - AR

FORMS - AS

FORMS - AT

FORMS - AU

FORMS - AV

FORMS - AW

FORMS - AX

FORMS - AY

FORMS - AZ

FORMS - BA

FORMS - BB

FORMS - BC

FORMS - BD

FORMS - BE

FORMS - BF

FORMS - BG

FORMS - BH

FORMS - BI

FORMS - BJ

FORMS - BK

FORMS - BL

FORMS - BM

FORMS - BN

FORMS - BO

FORMS - BP

FORMS - BQ

FORMS - BR

FORMS - BS

FORMS - BT

FORMS - BU

FORMS - BV

FORMS - BW

FORMS - BX

FORMS - BY

FORMS - BZ

FORMS - CA

FORMS - CB

FORMS - CC

FORMS - CD

FORMS - CE

FORMS - CF

FORMS - CG

FORMS - CH

FORMS - CI

FORMS - CJ

FORMS - CK

FORMS - CL

FORMS - CM

FORMS - CN

FORMS - CO

FORMS - CP

FORMS - CQ

FORMS - CR

FORMS - CS

FORMS - CT

FORMS - CU

FORMS - CV

FORMS - CW

FORMS - CX

FORMS - CY

FORMS - CZ

FORMS - DA

FORMS - DB

FORMS - DC

FORMS - DD

FORMS - DE

FORMS - DF

FORMS - DG

FORMS - DH

FORMS - DI

FORMS - DJ

FORMS - DK

FORMS - DL

FORMS - DM

FORMS - DN

FORMS - DO

FORMS - DP

FORMS - DQ

FORMS - DR

FORMS - DS

FORMS - DT

FORMS - DU

FORMS - DV

FORMS - DW

FORMS - DX

FORMS - DY

FORMS - DZ

FORMS - EA

FORMS - EB

FORMS - EC

FORMS - ED

FORMS - EE

FORMS - EF

FORMS - EG

FORMS - EH

FORMS - EI

FORMS - EJ

FORMS - EK

FORMS - EL

FORMS - EM

FORMS - EN

FORMS - EO

FORMS - EP

FORMS - EQ

FORMS - ER

FORMS - ES

FORMS - ET

FORMS - EU

FORMS - EV

FORMS - EW

FORMS - EX

FORMS - EY

FORMS - EZ

FORMS - FA

FORMS - FB

FORMS - FC

FORMS - FD

FORMS - FE

FORMS - FF

FORMS - FG

FORMS - FH

FORMS - FI

FORMS - FJ

FORMS - FK

FORMS - FL

FORMS - FM

FORMS - FN

FORMS - FO

FORMS - FP

FORMS - FQ

FORMS - FR

FORMS - FS

FORMS - FT

FORMS - FU

FORMS - FV

FORMS - FW

FORMS - FX

FORMS - FY

FORMS - FZ

FORMS - GA

FORMS - GB

FORMS - GC

FORMS - GD

FORMS - GE

FORMS - GF

FORMS - GG

FORMS - GH

FORMS - GI

FORMS - GJ

FORMS - GK

FORMS - GL

FORMS - GM

FORMS - GN

FORMS - GO

FORMS - GP

FORMS - GQ

FORMS - GR

FORMS - GS

FORMS - GT

FORMS - GU

FORMS - GV

FORMS - GW

FORMS - GX

FORMS - GY

FORMS - GZ

FORMS - HA

FORMS - HB

FORMS - HC

FORMS - HD

FORMS - HE

FORMS - HF

FORMS - HG

FORMS - HH

FORMS - HI

FORMS - HJ

FORMS - HK

FORMS - HL

FORMS - HM

FORMS - HN

FORMS - HO

FORMS - HP

FORMS - HQ

FORMS - HR

FORMS - HS

FORMS - HT

FORMS - HU

FORMS - HV

FORMS - HW

FORMS - HX

FORMS - HY

FORMS - HZ

FORMS - IA

FORMS - IB

FORMS - IC

FORMS - ID

FORMS - IE

FORMS - IF

FORMS - IG

FORMS - IH

FORMS - II

FORMS - IJ

FORMS - IK

FORMS - IL

FORMS - IM

FORMS - IN

FORMS - IO

FORMS - IP

FORMS - IQ

FORMS - IR

FORMS - IS

FORMS - IT

FORMS - IU

FORMS - IV

FORMS - IW

FORMS - IX

FORMS - IY

FORMS - IZ

FORMS - JA

FORMS - JB

FORMS - JC

FORMS - JD

FORMS - JE

FORMS - JF

FORMS - JG

FORMS - JH

FORMS - JI

FORMS - JJ

FORMS - JK

FORMS - JL

FORMS - JM

FORMS - JN

FORMS - JO

FORMS - JP

FORMS - JQ

FORMS - JR

FORMS - JS

FORMS - JT

FORMS - JU

FORMS - JV

FORMS - JW

FORMS - JX

FORMS - JY

FORMS - JZ

FORMS - KA

FORMS - KB

FORMS - KC

FORMS - KD

FORMS - KE

FORMS - KF

FORMS - KG

FORMS - KH

FORMS - KI

FORMS - KJ

FORMS - KK

FORMS - KL

FORMS - KM

FORMS - KN

FORMS - KO

FORMS - KP

FORMS - KQ

FORMS - KR

FORMS - KS

FORMS - KT

FORMS - KU

FORMS - KV

FORMS - KW


FORMS - KX


PLAY OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Description: Building 2200 dist sheet of Phase II
of Suncrest Village Condominiums
Add'l Ref. Map Combin 5 - Envelope _____
Area: sq. ft. or acres
TAX: SUNCREST VILLAGE, LLC
(formerly Gateway Village, LLC - C.B. 59-508)
D.D. 1239 , at Page 42
Tax Map No. 4 , Parcel p/o 18
Corporation:
District: Morgan
of Monongalia County, West Virginia.
Address: Suncrest Village Drive, Morgantown, W.V.
Scale 1" = 16' Date: September 22, 2011
Revised

**SUNCREST VILLAGE
CONDOMINIUMS**

PLATS & DETAIL SHEETS RECORDED IN:

MAP	CABINET D /	ENVELOPE 32A
MAP	CABINET D /	ENVELOPE 32D
MAP	CABINET D /	ENVELOPE 31A
MAP	CABINET D /	ENVELOPE 33A
MAP	CABINET D /	ENVELOPE 33A
MAP	CABINET D /	ENVELOPE 36B
MAP	CABINET 5 /	ENVELOPE 3A
MAP	CABINET 5 /	ENVELOPE 3D
MAP	CABINET 5 /	ENVELOPE 37B
MAP	CABINET 5 /	ENVELOPE 32A
MAP	CABINET 5 /	ENVELOPE 43A
MAP	CABINET 5 /	ENVELOPE 32B
MAP	CABINET 5 /	ENVELOPE 41A

 **GREENLEAF SURVEYING
COMPANY**
1215 CREDNAG ROAD
WHEELING, WEST VIRGINIA 26061
204 / 231-1264


ALLAN J. WITSCHI, P.S. NO 587

SUNCREST VILLAGE CONDOMINIUMS

BUILDING 2200 DETAIL SHEET

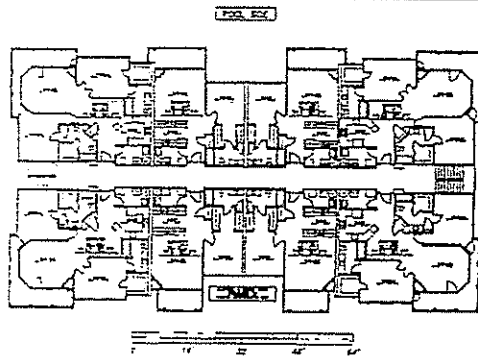
To all parties interested in title to the premises surveyed. The parcel surveyed is not located within the 100 year flood zone as shown on Flood Risk Map No. S4013D on Parcel No. D00779, in Zone C.

PROJECT HORIZONTAL & VERTICAL DATUM

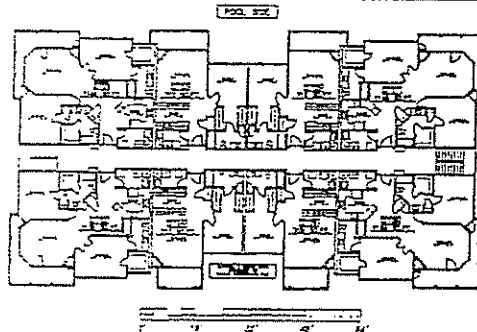
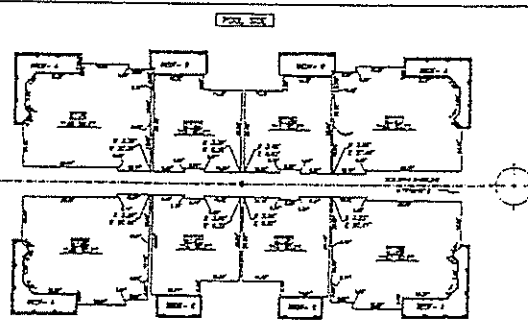
HORIZONTAL DATUM - 1 inch = 15 feet
Referenced to be on the NAD 83 DATUM

VERTICAL DATUM - Vertical datum is referenced to be on the NAVD 83 DATUM.

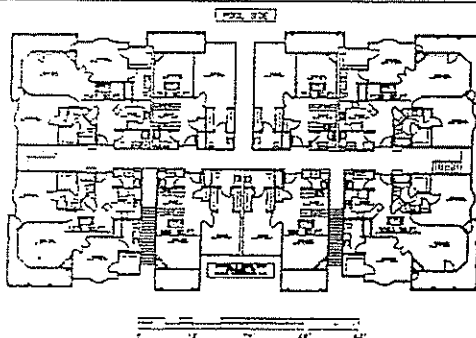
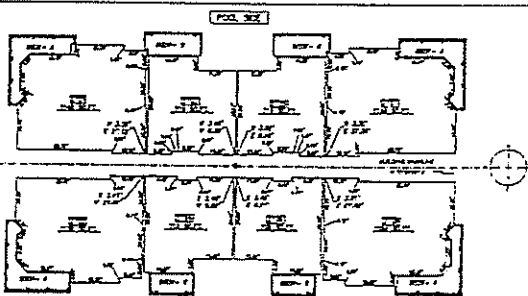
File number 233-027-03



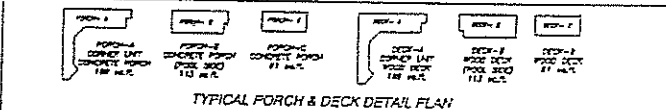
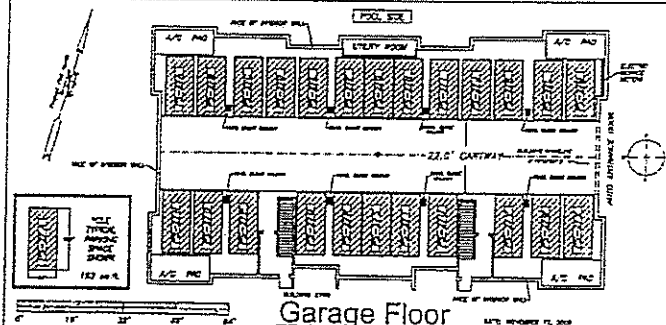
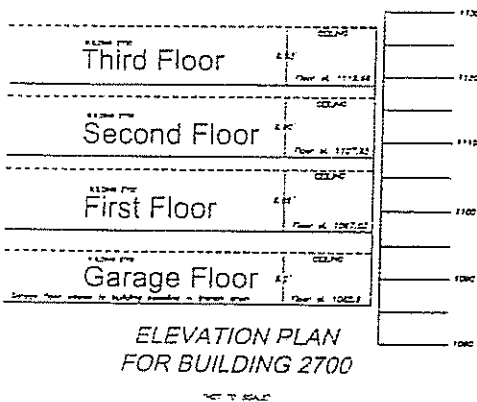
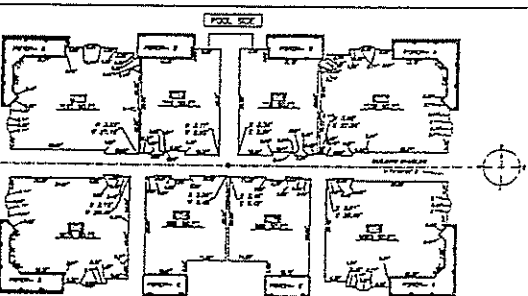
Third Floor



Second Floor



First Floor



NOTES:

1. All items within Scope 1 are common elements of this development, except as follows:
2. Units are shown on building detail sheets.
3. Areas marked "CC" (limited common elements), i.e., deck, porch, parking spaces — are common to building detail sheets.
4. All items not in Scope 1 are Owner's responsibility.
5. All items in Scope 1 are limited common elements to their respective Units.
6. Existing spaces shown are limited common elements to be assigned to a building Unit as set out in the Declaration.
7. Unit dimensions were taken to the inside face of the exterior wall. Unit dimensions were provided by Rockwell & Higgins Construction Design Professionals, LLC. Grounded Surveying Company, 1251 Northpark Center, Suite 100, Raleigh, NC 27604.
8. Address is 1000 E. Suncrest Village Drive, Morgantown, WV.

UNIT NUMBER:

SECTION 1: Concrete Slab (8' x 12' x 12')

SECTION 2: Steel Deck (8' x 12' x 12')

SECTION 3: Concrete Slab (8' x 12' x 12')

SECTION 4: Steel Deck (8' x 12' x 12')

SECTION 5: Concrete Slab (8' x 12' x 12')

SECTION 6: Steel Deck (8' x 12' x 12')

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SECTION 98: Steel Deck (8' x 12' x 12')

SECTION 99: Concrete Slab (8' x 12' x 12')

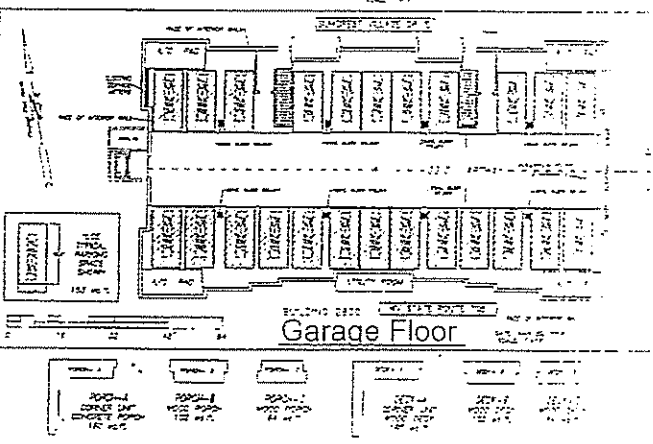
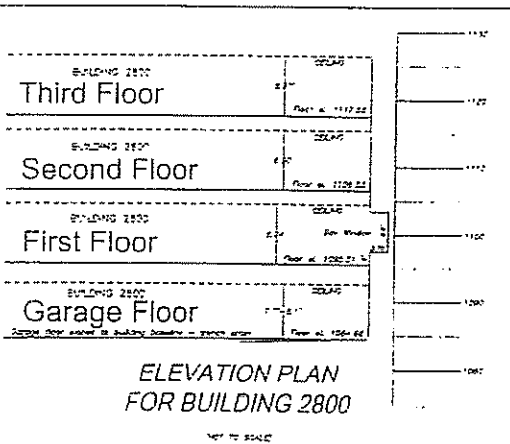
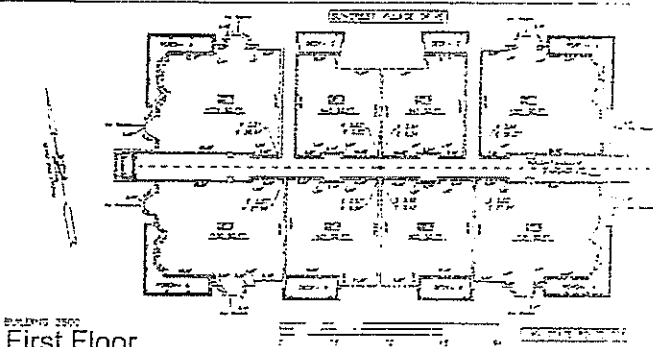
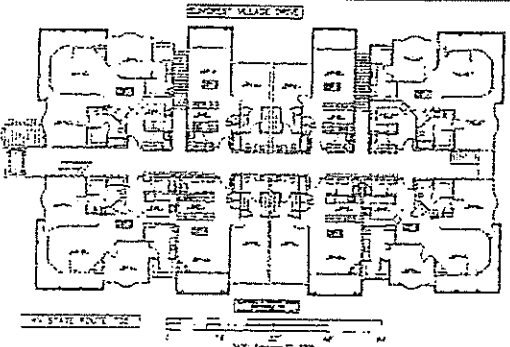
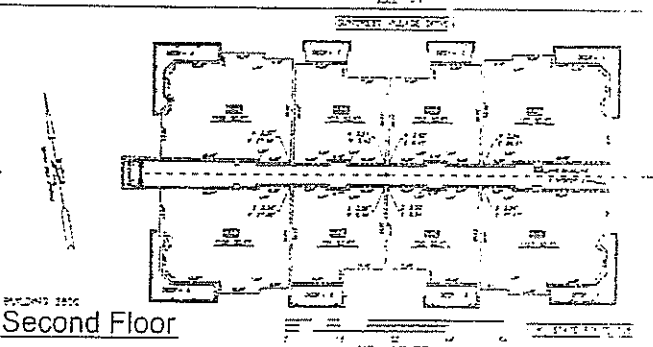
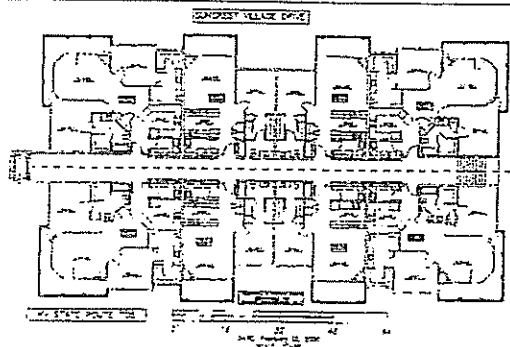
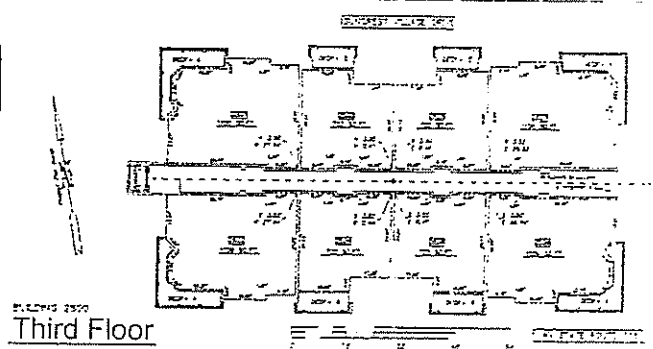
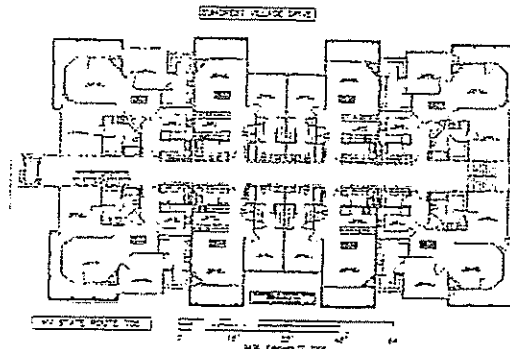
SECTION 100: Steel Deck (8' x 12' x 12')

PLAT OF SURVEY FOR
SUNCREST VILLAGE, LLC &
SUNCREST VILLAGE CONDOMINIUMS
Development Building 2700 detail sheet of Phase 1
of Suncrest Village Condominiums
Address: 1000 E. Suncrest Village Drive - Morgantown, WV
Area: 100.00 AC.
Owner: SUNCREST VILLAGE, LLC
(Formerly Gateway Village, LLC.)
DL: 12.39, M Page 42

SUNCREST VILLAGE CONDOMINIUMS

BUILDING 2700 DETAIL SHEET

CRENSHAW SURVEYING
COMPANY
1275 FREEDOM ROAD
MORGANTOWN, WV 26501
Date: January 27, 2004
Scale: 1" = 10'



NOTES:
1. All areas within Phase II are common elements of this development, except as follows:
a. Units as shown on building detail sheets.
b. Areas marked "CC" (limited common element) i.e. deck, porch, storage space, etc. shown on building detail sheets.
2. All areas not shown on building detail sheets are common elements.
3. All decks or porches are a limited common element to their containing unit.
4. All storage spaces shown are limited common elements to be assigned to a building unit as per unit in the Declaration.
5. All unit dimensions were taken to the inside face of the drywall. All dimensions were provided by Blockwell & Higgins Construction Design Professionals, LLC. (Blockwell & Higgins Construction, Inc. is the architect of record for this project.)
6. Address is Unit 2800, Suncrest Village Drive, Marietta, GA.

UNIT LEGEND
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750. Unit 3549
751. Unit 3550
752. Unit 3551
753. Unit 3552
754. Unit 3553
755. Unit 3554
756. Unit 3555
757. Unit 3556
758. Unit 3557
759. Unit 3558
760. Unit 3559
761. Unit 3560
762. Unit 3561
763. Unit 3562
764. Unit 3563
765. Unit 3564
766. Unit 3565
767. Unit 3566
768. Unit 3567
769. Unit 3568
770. Unit 3569
771. Unit 3570
772. Unit 3571
773. Unit 3572
774. Unit 3573
775. Unit 3574
776. Unit 3575
777. Unit 3576
778. Unit 3577
779. Unit 3578
780. Unit 3579
781. Unit 3580
782. Unit 3581
783. Unit 3582
784. Unit 3583
785. Unit 3584
786. Unit 3585
787. Unit 3586
788. Unit 3587
789. Unit 3588
790. Unit 3589
791. Unit 3590
792. Unit 3591
793. Unit 3592
794. Unit 3593
795. Unit 3594
796. Unit 3595
797. Unit 3596
798. Unit 3597
799. Unit 3598
800. Unit 3599
801. Unit 3600
802. Unit 3601
803. Unit 3602
804. Unit 3603
805. Unit 3604
806. Unit 3605
807. Unit 3606
808. Unit 3607
809. Unit 3608
810. Unit 3609
811. Unit 3610
812. Unit 3611
813. Unit 3612
814. Unit 3613
815. Unit 3614
816. Unit 3615
817. Unit 3616
818. Unit 3617
819. Unit 3618
820. Unit 3619
821. Unit 3620
822. Unit 3621
823. Unit 3622
824. Unit 3623
825. Unit 3624
826. Unit 3625
827. Unit 3626
828. Unit 3627
829. Unit 3628
830. Unit 3629
831. Unit 3630
832. Unit 3631
833. Unit 3632
834. Unit 3633
835. Unit 3634
836. Unit 3635
837. Unit 3636
838. Unit 3637
839. Unit 3638
840. Unit 3639
841. Unit 3640
842. Unit 3641
843. Unit 3642
844. Unit 3643
845. Unit 3644
846. Unit 3645
847. Unit 3646
848. Unit 3647
849. Unit 3648
850. Unit 3649
851. Unit 3650
852. Unit 3651
853. Unit 3652
854. Unit 3653
855. Unit 3654
856. Unit 3655
857. Unit 3656
858. Unit 3657
859. Unit 3658
860. Unit 3659
861. Unit 3660
862. Unit 3661
863. Unit 3662
864. Unit 3663
865. Unit 3664
866. Unit 3665
867. Unit 3666
868. Unit 3667
869. Unit 3668
870. Unit 3669
871. Unit 3670
872. Unit 3671
873. Unit 3672
874. Unit 3673
875. Unit 3674
876. Unit 3675
877. Unit 3676
878. Unit 3677
879. Unit 3678
880. Unit 3679
881. Unit 3680
882. Unit 3681
883. Unit 3682
884. Unit 3683
885. Unit 3684
886. Unit 3685
887. Unit 3686
888. Unit 3687
889. Unit 3688
890. Unit 3689
891. Unit 3690
892. Unit 3691
893. Unit 3692
894. Unit 3693
895. Unit 3694
896. Unit 3695
897. Unit 3696
898. Unit 3697
899. Unit 3698
900. Unit 3699
901. Unit 3700
902. Unit 3701
903. Unit 3702
904. Unit 3703
905. Unit 3704
906. Unit 3705
907. Unit 3706
908. Unit 3707
909. Unit 3708
910. Unit 3709
911. Unit 3710
912. Unit 3711
913. Unit 3712
914. Unit 3713
915. Unit 3714
916. Unit 3715
917. Unit 3716
918. Unit 3717
919. Unit 3718
920. Unit 3719
921. Unit 3720
922. Unit 3721
923. Unit 3722
924. Unit 3723
925. Unit 3724
926. Unit 3725
927. Unit 3726
928. Unit 3727
929. Unit 3728
930. Unit 3729
931. Unit 3730
932. Unit 3731
933. Unit 3732
934. Unit 3733
935. Unit 3734
936. Unit 3735
937. Unit 3736
938. Unit 3737
939. Unit 3738
940. Unit 3739
941. Unit 3740
942. Unit 3741
943. Unit 3742
944. Unit 3743
945. Unit 3744
946. Unit 3745
947. Unit 3746
948. Unit 3747
949. Unit 3748
950. Unit 3749
951. Unit 3750
952. Unit 3751
953. Unit 3752
954. Unit 3753
955. Unit 3754
956. Unit 3755
957. Unit 3756
958. Unit 37

EXHIBIT B

ALLOCATED INTERESTS

Bldg. #2500
Phase I

Bldg. #2600
Phase I

Bldg. #2700
Phase I

Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest
2	2511	1,100	.8%		2	2611	1,100	.8%		2	2711	1,100	.8%
2	2512	1,100	.8%		2	2612	1,100	.8%		2	2712	1,100	.8%
1	2513	800	.6%		1	2613	800	.6%		1	2713	700	.5%
1	2514	700	.5%		1	2614	700	.5%		1	2714	700	.5%
1	2515	800	.6%		1	2615	800	.6%		1	2715	700	.5%
1	2516	700	.5%		1	2616	700	.5%		1	2716	700	.5%
2	2517	1,100	.8%		2	2617	1,100	.8%		2	2717	1,100	.8%
2	2518	1,100	.8%		2	2618	1,100	.8%		2	2718	1,100	.8%
2	2521	1,100	.8%		2	2621	1,100	.8%		2	2721	1,100	.8%
2	2522	1,100	.8%		2	2622	1,100	.8%		2	2722	1,100	.8%
1	2523	700	.5%		1	2623	700	.5%		1	2723	700	.5%
1	2524	700	.5%		1	2624	700	.5%		1	2724	700	.5%
1	2525	700	.5%		1	2625	700	.5%		1	2725	700	.5%
1	2526	700	.5%		1	2626	700	.5%		1	2726	700	.5%
2	2527	1,100	.8%		2	2627	1,100	.8%		2	2727	1,100	.8%
2	2528	1,100	.8%		2	2628	1,100	.8%		2	2728	1,100	.8%
2	2531	1,100	.8%		2	2631	1,100	.8%		2	2731	1,100	.8%
2	2532	1,100	.8%		2	2632	1,100	.8%		2	2732	1,100	.8%
1	2533	700	.5%		1	2633	700	.5%		1	2733	700	.5%
1	2534	700	.5%		1	2634	700	.5%		1	2734	700	.5%
1	2535	700	.5%		1	2635	700	.5%		1	2735	700	.5%
1	2536	700	.5%		1	2636	700	.5%		1	2736	700	.5%
2	2537	1,100	.8%		2	2637	1,100	.8%		2	2737	1,100	.8%
2	2538	1,100	.8%		2	2638	1,100	.8%		2	2738	1,100	.8%
		21,800					21,800					21,600	

EXHIBIT B

ALLOCATED INTERESTS

Bldg. #1300
Phase I

Bldg. #1600
Phase I

Bldg. #1800
Phase I

Bedrooms	Unit #	Square Footage	Allocated Interest	Bedrooms	Unit #	Square Footage	Allocated Interest	Bedrooms	Unit #	Square Footage	Allocated Interest
2	1311	1,100	.8%	2	1611	1,100	.8%	2	1811	1,100	.8%
2	1312	1,100	.8%	2	1612	1,100	.8%	2	1812	1,100	.8%
1	1313	800	.6%	1	1613	800	.6%	1	1813	800	.6%
1	1314	700	.5%	1	1614	700	.5%	1	1814	700	.5%
1	1315	800	.6%	1	1615	800	.6%	1	1815	800	.6%
1	1316	700	.5%	1	1616	700	.5%	1	1816	700	.5%
2	1317	1,100	.8%	2	1617	1,100	.8%	2	1817	1,100	.8%
2	1318	1,100	.8%	2	1618	1,100	.8%	2	1818	1,100	.8%
2	1321	1,600	1.2%	2	1621	1,100	.8%	2	1821	1,100	.8%
2	1322	1,700	1.25%	2	1622	1,100	.8%	2	1822	1,100	.8%
2	1323	1,100	.8%	2	1623	1,100	.8%	2	1823	1,100	.8%
2	1324	1,100	.8%	2	1624	1,100	.8%	2	1824	1,100	.8%
3	1325	1,100	.8%	3	1625	1,600	1.2%	3	1825	1,600	1.2%
3	1326	1,100	.8%	3	1626	1,700	1.25%	3	1826	1,700	1.25%
2	1331	1,600	1.2%	2	1631	1,100	.8%	2	1831	1,100	.8%
2	1332	1,700	1.25%	2	1632	1,100	.8%	2	1832	1,100	.8%
2	1333	1,100	.8%	2	1633	1,100	.8%	2	1833	1,100	.8%
2	1334	1,100	.8%	2	1634	1,100	.8%	2	1834	1,100	.8%
3	1335	1,100	.8%	3	1635	1,600	1.2%	3	1835	1,600	1.2%
3	1336	1,100	.8%	3	1636	1,700	1.25%	3	1836	1,700	1.25%
		22,800				22,800				22,800	

EXHIBIT B

ALLOCATED INTERESTS

Bldg. #2400
Phase II

Bldg. #2800
Phase II

Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest
2	2411	1,100	.8%		2	2811	1,100	.8%					
2	2412	1,100	.8%		2	2812	1,100	.8%					
1	2413	700	.5%		1	2813	700	.5%					
1	2414	700	.5%		1	2814	800	.6%					
1	2415	700	.5%		1	2815	700	.5%					
1	2416	700	.5%		1	2816	800	.6%					
2	2417	1,100	.8%		2	2817	1,100	.8%					
2	2418	1,100	.8%		2	2818	1,100	.8%					
1	2421	1,100	.8%		2	2821	1,100	.8%					
1	2422	1,100	.8%		2	2822	1,100	.8%					
2	2423	1,100	.8%		1	2823	700	.5%					
2	2424	1,100	.8%		1	2824	700	.5%					
3	2425	1,600	1.2%		1	2825	700	.5%					
3	2426	1,600	1.2%		1	2826	700	.5%					
2	2431	1,100	.8%		2	2827	1,100	.8%					
2	2432	1,100	.8%		2	2828	1,100	.8%					
2	2433	1,100	.8%		2	2831	1,100	.8%					
2	2434	1,100	.8%		2	2832	1,100	.8%					
3	2435	1,600	1.2%		1	2833	700	.5%					
3	2436	1,600	1.2%		1	2834	700	.5%					
		22,400			1	2835	700	.5%					
					1	2836	700	.5%					
					2	2837	1,100	.8%					
					2	2838	1,100	.8%					
							21,800						

EXHIBIT C

ARTICLES OF INCORPORATION OF SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation pursuant to Chapter 31, Article 1, Section 27 of the West Virginia Code and certify as follows:

ARTICLE ONE

The name of the corporation shall be: SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, INC., (the "Association") whose principal office will be located at 1325 Stewartstown Road, Morgantown, County of Monongalia, State of West Virginia 26505.

ARTICLE TWO

The purposes for which this corporation is formed are:

A. (i) To manage, operate, insure, improve, repair, and maintain the Common Elements of the properties of this Association, known as Suncrest Village Condominiums in accordance with the terms of the Declaration Establishing A Plan For Condominium Ownership By Phase(s) Of A Tract of Approximately 19.35 Acres And Certain Improvements Thereon And Appurtenances Thereunto Situate At State Route 705, Monongalia County, West Virginia, Pursuant To The West Virginia Common Interest Ownership Act, Chapter 36B Of The Code Of West Virginia Of 1931, As Amended, and any amendments thereto;

(ii) to provide certain facilities, services and other benefits to the Owners;

(iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby;

(iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;

(v) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with the Declarant, any governmental or quasi-governmental entity or any other Person, which contemplates the sharing of expenses among the Association and such other Persons for Improvements, facilities and services that serve the Association;

(vi) to take any action that it deems necessary or appropriate to protect the general welfare of Owners; and

(vii) to regulate and manage the Condominium.

B. Unless expressly prohibited by law or any of the Association Documents, the Association may:

(i) take any and all actions that it deems necessary or advisable to fulfill its purposes;

(ii) exercise any powers conferred on it by the Act or any Association Document; and

(iii) exercise all powers that may be exercised in West Virginia by nonprofit corporations.

ARTICLE THREE

Provisions for the regulation of internal affairs of this corporation are:

(1) Membership: The membership of the Association shall be

comprised of Condominium Unit Owners of Suncrest Village Condominiums.

(2) Meetings of members, including both annual and special meetings, shall be held at such time and place, either within or outside of the State of West Virginia, as may be provided in the By-Laws of the Association.

(3) Voting: In all matters upon which the Membership shall be entitled to vote, each Condominium unit owner as Member voting through its duly appointed representative, shall be entitled to one vote. The appointment of the Member's representative and the manner of exercising voting rights shall be as set forth in the By-Laws.

(4) Quorum: The quorum for voting at Members' meetings shall be as provided for in the By-Laws, which section is incorporated herein by reference.

ARTICLE FOUR

The Association is not authorized to issue any capital stock and shall not be conducted for profit. No part of the income of said Association shall inure to the benefit of any director or officer of said Association, other than that indirectly resulting from the carrying out of the business of the Association. In the event of liquidation or dissolution of the corporation, whether voluntary or involuntary, no officer or director of the Association shall be entitled to any distribution or division of its remaining property or its proceeds and the balance of all money and all property received by said Association, after payment of all debts and obligations, shall be distributed to Suncrest Village Condominium Association, Inc.

ARTICLE FIVE

The full names and addresses of the incorporators are as follows:

Richard A. Biafora
1325 Stewartstown Road
Morgantown, WV 26505

Patrick Alexander
1325 Stewartstown Road
Morgantown, WV 26505

ARTICLE SIX

The term of the Association shall be perpetual.

ARTICLE SEVEN

The name and address of the appointed person to whom notice of process may be sent is as follows:

David A. Biafora
1325 Stewartstown Road
Morgantown, WV 26505

ARTICLE EIGHT

The affairs of the corporation shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5). Subsequent to the Declarant control period as set forth in Section 6.03 of the Declaration as incorporated herein by reference. The Board of Directors shall be elected by the Members of the Association and shall be elected annually, except that the first Board of Directors shall serve until the first annual meeting. The Board of Directors shall elect or appoint a President, Vice President, Secretary, and Treasurer. The duties of the officers shall be prescribed in the By-Laws of the Association.

ARTICLE NINE

The names and addresses of the persons constituting the first Board of Directors and who shall serve until the first election are:

David A. Biafora
1325 Stewartstown Road
Morgantown, WV 26505

Richard A. Biafora
1325 Stewartstown Road
Morgantown, WV 26505

Patrick Alexander
1325 Stewartstown Road
Morgantown, WV 26505

ARTICLE TEN

The Board of Directors of the Association shall have the power to adopt By-Laws of the Association not inconsistent with these Articles, the Declaration and attachments thereto, or with the laws of the State of West Virginia. Pursuant to the By-Laws, the Board of Directors may elect a President, one or two Vice Presidents, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be filled by one person. The officers shall have such qualifications, power and duties and shall be elected in such manner, at such time and place, and shall serve for such terms as may be provided in the By-Laws of the Association.

ARTICLE ELEVEN

The Association shall indemnify any Director or officer against expenses actually and reasonably incurred by him in connection with the defense of any claim, action, suit or proceeding against him by reason of being or having been such director or officer, except in relation to matters as to which he shall be finally adjudged in such

action, suit or proceeding to be liable for negligence of misconduct in the performance of duty, and to compensate such Director or officer for actual expenses incurred by him in carrying out his duties and obligations as an officer and/or Director.

ARTICLE TWELVE

The By-Laws of the Association may be adopted, amended, altered, or rescinded by the Board of Directors.

We, the undersigned, for the purpose of forming a corporation under the laws of the State of West Virginia, do make and file this Articles of Incorporation, and we have accordingly hereunto set our respective hands this _____ day of _____, _____.

Richard Biafora

Patrick Alexander

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that Richard Biafora and Patrick Alexander, whose names are signed to the foregoing Articles of Incorporation, bearing date the ____ day of _____, _____, this day personally appeared before me in my said County and severally acknowledge their signatures to be the same.

Given under my hand, this ____ day of _____, _____.

My Commission Expires: _____.

(NOTARY SEAL)

NOTARY PUBLIC

Articles of Incorporation Prepared By:
STEPHEN K. SHUMAN, ESQUIRE
REEDER & SHUMAN
P.O. Box 842, 256 High Street
Morgantown, WV 26507-0842

EXHIBIT D
BYLAWS
OF
SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

1.01 Declaration.

As used herein "Declaration" means the Declaration Establishing a Plan for Condominium Ownership of a Tract of Approximately 19.35 Acres and Certain Improvements Thereon and Appurtenances Thereunto located on State Route 705, Monongalia County, West Virginia, Pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as Amended, recorded or to be recorded with the Clerk of the County Commission of Monongalia County, West Virginia.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE 2
OFFICES

The Association is a West Virginia nonprofit corporation, with its principal office located at 1325 Stewartstown Road, Monongalia County, West Virginia. The Association may also have offices and may carry on its purposes at such other places within and outside the State of West Virginia as the Executive Board may from time to time determine.

ARTICLE 3
MEMBERSHIP, VOTING, QUORUM AND PROXIES

3.01 Membership.

The members of the Association shall be as set forth in the Articles.

3.02 Voting Rights.

The Association shall have one class of voting membership. The total number of votes shall be equal to the total number of Memberships. There shall be one Membership appurtenant to each Unit. Each Membership shall be entitled to one vote, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall not be allowed. If Owners sharing a Membership cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made by an Owner of the Unit to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such Votes shall be counted and all of such votes shall be deemed null and void. In any election of Directors to the Executive Board every Membership shall have the number of votes equal to the number of Directors to be elected, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Cumulative voting shall not be allowed in the election of Directors of the Executive Board or for any other purpose. Notwithstanding anything to the contrary contained herein, the Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

3.03 Quorum.

Except as otherwise required by law or the Articles, the presence in person or by proxy of Owners entitled to vote more than 20% of the total votes of the Owners shall constitute a quorum.

3.04 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise in the proxy.

3.05 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration or these Bylaws.

ARTICLE 4
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Executive Board on the first Tuesday in the month of November in each year, or at such other date designated by the Executive Board, beginning with the year 2006, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20% or more of the total votes of all Owners.

4.03 Place of Meeting.

The Executive Board may designate the Association principal offices or any place within the State of West Virginia, as the place for any annual meeting or for any special meeting called by the Executive Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Executive Board may set a record date for such determination of Owners, in accordance with the laws of the State of West Virginia. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5
DECLARANT CONTROL

5.01 Declarant Control of the Association.

(a) Subject to the terms and conditions of Sections 5.01(b) and 5.02(a) below, but notwithstanding anything else to the contrary contained in these Bylaws or in any other Association Document, during the Declarant Control Period, the Declarant shall have the exclusive right to appoint and remove all Directors and Officers. The Declarant Control Period commences on the date on which Declarant forms the Association and ends on the earliest to occur of:

- (i) the date that is sixty (60) days after conveyance to Purchasers of 75% of the maximum number of Units that may be created by Declarant under the Declaration;
- (ii) the date that is two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or
- (iii) the date that is two (2) years after any right under the Declaration to add new Units was last exercised.

(b) Declarant may voluntarily surrender the right to appoint and remove Directors and Officers prior to the expiration of the Declarant Control Period, but, in that event, the Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

5.02 Elections By Owners.

(a) Notwithstanding anything to the contrary contained above in Section 5.01, not later than sixty days after the conveyance of 25% of the Condominium Units that may be created under the Declaration to Purchasers, one Director appointed by Declarant shall be replaced with a Director elected by Owners other than Declarant.

(b) During the thirty (30) day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect an Executive Board of three (3) Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

ARTICLE 6
EXECUTIVE BOARD

6.01 Number, Tenure and Qualifications.

The business and affairs of the Association shall be managed by an Executive Board consisting of three (3) Directors, each of whom shall be (a) an individual Owner; (b) a partner, trustee, officer, director or 25% shareholder of an organizational Owner; or (c) one of the Directors appointed by Declarant. A person other than a Director appointed by Declarant shall automatically cease to be a Director at such time as he ceases to be an individual Owner or a partner, trustee, officer, director or 25% shareholder of an organizational Owner. Each initial Director shall serve until the first annual meeting of the Owners; otherwise Directors shall serve for one-year terms, and shall be elected annually by the Owners at the annual meeting. Each Director shall hold office until the election and qualification of his successor or until his earlier death, resignation removal. The number of Directors may be changed by amendment of these Bylaws in the manner set forth herein.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Executive Board (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Executive Board created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Powers.

(a) Except as provided in the Declaration, the Articles and these Bylaws, the Executive Board may act on behalf of the Association in all instances. The Executive Board may adopt rules governing the use and operation of the Condominium Units, Common Elements and Limited Common Elements, subject to the right of a majority of the owners to change any such actions.

(b) The Executive Board may not act on behalf of the Association to (i) amend the Declaration; (ii) terminate the Association, the Declaration or the Condominium; (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Declarant's rights under Section 5.01 above; or (iv) determine the qualifications, powers and duties or terms of office, of Directors.

(c) The Executive Board shall be responsible to cause and direct the maintenance, repair and replacement of the Common Elements. The related expenses shall be paid from the collection of Common Expense Assessments upon the owners based upon their allocated interests. The owners shall pay such assessments monthly, and shall pay special assessments promptly after adoption by the Executive Board, all in accordance with the terms of the Declaration and the Articles.

6.04 Managing Agent.

The Executive Board may employ a manager or managing agent, or both, for the Association at a compensation established by the Executive Board to perform such duties and services as the Board shall authorize. Any such delegation, however, shall not relieve the Executive Board of its responsibility under the Declaration. If and to the extent that, the Executive Board delegates its powers relating to the collection, deposit, transfer or disbursement of Association funds to a manager or managing agent, or both, such manager or managing agent, or both shall:

(a) maintain fidelity insurance coverage or a bond in an amount not less than \$50,000.00 or such higher amount as the Executive Board may require;

(b) maintain all funds and accounts of the Association separate from the funds and accounts of any other associations managed by the manager or managing agent, and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and

(c) have prepared and present to the Association an annual accounting for Association funds and a financial statement, which accounting and financial statement shall be prepared by the managing agent, a public accountant, or a certified public accountant.

6.05 Regular Meetings.

Regular meetings of the Executive Board may be held without call or formal notice at such places within or outside the State of West Virginia, and at such times as the Executive Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Executive Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which an Executive Board is elected.

6.06 Special Meetings.

Special meetings of the Executive Board may be held at any place within the State of West Virginia, or by telephone; provided, that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing or

telegraphing it prepaid, and addressed to such Director at such Director's post office address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.07 Quorum.

A majority of the number of Directors fixed by these bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles or by these Bylaws, decide any question brought before such meeting.

6.08 Waiver of Notice.

Before, at or after any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.09 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7
OFFICERS AND AGENTS

7.01 General.

The officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary and a treasurer. The Executive Board may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Executive Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Executive Board, such officer, agent or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Executive Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Executive Board for the unexpired portion of the term.

7.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Executive Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify and record amendments to the Declaration of behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Executive Board. In the absence of the president, the vice president designated by the Executive Board or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners and the Executive Board;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by law;
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Executive Board;
- (d) keep at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Executive Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Executive Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Executive Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Executive Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Executive Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Executive Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary within ten days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 1325 Stewartstown Road, Morgantown, West Virginia 46505. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a Mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association at such time or times as the Mortgagee shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the executive Board or the Owners to carry out their duties as set forth in the Declaration. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration or these Bylaws, the Executive Board shall have power to make, amend and repeal the Bylaws of the Association at any regular meeting of the Executive Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend or repeal any Bylaw the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least 67% of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration or these Bylaws, make, alter, amend or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

10.03 Limitation.

Notwithstanding the foregoing, amendment of these Bylaws is specifically subject to the requirements of Chapter 36B of the Code of West Virginia of 1931, as amended.

ARTICLE 11
MISCELLANEOUS

11.01 Seal.

The corporate seal of the Association shall be circular in form and shall contain the name of the Association, the year of its organization and the words, "Seal, West Virginia."

11.02 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Executive Board.

EXHIBIT E

10:49 AM
01/14/15
Accrual Basis

Suncrest Village Condominium Association, Inc.
Profit & Loss Budget Performance
2015

Annual Budget

Ordinary Income/Expense

Income

Current HOA dues	647,558.00
Prior HOA dues	4,000.00
DRTHOA dues	50,717.00
Miscellaneous Income	
Total Income	702,275.00

Gross Profit

Expense

ADMINISTRATION

Liability Insurance	53,000.00
Management - LABOR	59,000.00
Professional fees	6,000.00
Taxes	22,325.00
Automotive	450.00
Payroll expense	1,500.00
Office Supplies	2,500.00
Telephone	640.00
Miscellaneous	5,750.00
TOTAL ADMINISTRATION	151,165.00

DEVELOPMENT

Litter clean-up - LABOR	6,500.00
Repairs/maintenance - LABOR	
Miscellaneous	5,775.00
TOTAL DEVELOPMENT	12,275.00

MAINT/MAIL & GUARD BUILDING

Cleaning - LABOR	2,700.00
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Maintenance	1,700.00
Sprinkler/fire alarm/security	350.00
Utilities	1,650.00
Supplies	50.00
Miscellaneous	
TOTAL MAINT/MAIL & GUARD	6,450.00

CLUBHOUSE MAINTENANCE

Carpet cleaning - LABOR	2,000.00
Cleaning - LABOR	5,000.00
Computer maintenance	2,300.00
Sprinkler/fire alarm/security	1,200.00
Repairs/maintenance - LAE	4,250.00
Supplies	1,800.00
Miscellaneous	850.00
TOTAL CLUBHOUSE MAINTENANCE	17,400.00

CLUBHOUSE UTILITIES

Fire hydrant fees	600.00
Cable/Internet	2,550.00
Electric	3,500.00
Gas	7,500.00
Telephone	1,600.00
Water/Sewer	1,100.00
TOTAL CLUBHOUSE UTILITIES	16,850.00

BUILDING MAINTENANCE

Cleaning - LABOR	15,500.00
Carpet cleaning - LABOR	30,000.00
Contract cleaning	8,000.00
Sprinkler/fire alarm	28,000.00
Repairs/maintenance - LAE	11,000.00
Supplies	7,470.00
Miscellaneous	0.00
TOTAL BUILDING MAINTENANCE	99,970.00

POOL

Cleaning - LABOR	5,500.00
Chemicals	3,000.00
Repairs/maintenance	1,750.00
Other supplies	1,150.00
Miscellaneous	400.00

TOTAL POOL	11,800.00
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ELEVATORS

Cleaning - LABOR	2,250.00
Contract maintenance	36,000.00
Electric	3,500.00
Telephone	2,700.00
Repairs/Inspections	2,750.00
Miscellaneous	450.00
TOTAL ELEVATORS	47,650.00

LANDSCAPING

Contract mowing	18,000.00
Yard labor - LABOR	7200.00
Contract snow removal	17000.00
Supplies	14500.00
Miscellaneous	
TOTAL LANDSCAPING	56,700.00

UTILITIES

Electric	36,000.00
Fire hydrant/protection fees	1,800.00
Garbage Removal	12,500.00
Guards/Enforcement	59,000.00
Water/Sewer	55,000.00
Miscellaneous	
TOTAL UTILITIES	164,300.00

Total Expense	584,560.00
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Revenue in excess of expenses	117,715.00
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CAPITAL INCOME AND EXPENSE

Capital income	
Transfer from Operating to	-113,715.00
Transfer to Reserve from C	113,715.00
TOTAL CAPITAL INCOME	

CAPITAL EXPENDITURES

Exterior Painting	68000.00
Carpeting	32000.00
Exercise equipment	0.00

Miscellaneous	
TOTAL CAPITAL EXPENDITURE	100,000.00

Other Income/Expense

Other Expense

Total Other Expense

Net Other Income

Net Income

SUNCREST VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION
Capital Replacement Schedule
Page 1 of 6

COMMON AREAS

	COST	ECONOMIC LIFE	ANNUAL COST	MONTHLY COST	THROUGH DEC. 31, 2014
Road Paving					
71,115 square feet of paved road	250,000	15	16,667	1,389	4,167
Condo Parking and Access	48,250	15	3,217	268	213
Maintenance and Mail Building					
Gutters, Shingles Exterior	10,000	25	400	33	2,567
Guard Hut					
Gutters, Shingles, Exterior	5,000	25	200	17	1,283
Remote Entrance Gate	2,500	10	250	21	1,604
Garbage Compactor	30,000	20	1,500	125	9,625
Clubhouse-Exterior					
Shingles, Gutters	15,000	25	600	50	3,850
Painting	1,750	10	175	15	1,123
Clubhouse-Interior					
Painting	3,500	10	350	29	2,246
Computer hardware	3,600	4	900	75	5,775
Exercise equipment	30,000	6	5,000	417	32,083
Appliances	1,900	20	95	8	610
Furniture	15,000	12	1,250	104	8,021
Seasonal Decorations	4,000	12	333	28	2,139
Pool					
Furniture	5,000	8	625	52	4,010
Painting	1,700	10	170	14	1,091
Pool liner	7,700	10	770	64	4,941
Pumping equipment	1,000	5	200	17	1,283

Total			32,702	2,725	82,464
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SUNCREST VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION
Capital Replacement Schedule
Page 2 of 6

	COST	ECONOMIC LIFE	ANNUAL COST	MONTHLY COST	THROUGH DEC. 31, 2014
CONDO BUILDINGS					
2600 Opened May 2006					
Exterior					
Shingles/Gutters	35,000	25	1,400	117	10,617
Painting	17,000	10	1,700	142	708
Decks and rails	4,444	15	296	25	2,247
Interior					
Carpeting	8,000	5	1,600	133	273
Painting	5,556	10	556	46	4,213
Garage painting	4,500	10	450	38	3,188
2700 Opened Feb 2006					
Exterior					
Shingles/Gutters	35,000	25	1,400	117	10,967
Painting	17,000	10	1,700	142	440
Decks and rails	4,444	15	296	25	2,321
Interior					
Carpeting	8,000	5	1,600	133	8,000
Painting	5,556	10	556	46	4,352
Garage painting	4,500	10	450	38	3,525
2500 Opened March 2007					
Exterior					
Shingles/Gutters	35,000	25	1,400	117	9,450
Painting	17,000	10	1,700	142	375
Decks and rails	4,444	15	296	25	2,000
Interior					
Carpeting	8,000	5	1,600	133	400
Painting	5,556	10	556	46	3,750
Garage painting	4,500	10	450	38	375

CONDO BUILDINGS

1300 Opened April 2007

Exterior

Shingles/Gutters	35,000	25	1,400	117	9,333
Painting	17,000	10	1,700	142	370
Decks and rails	4,444	15	296	25	1,975

Interior

Carpeting	8,000	5	1,600	133	667
Painting	5,556	10	556	46	3,704
Garage painting	4,500	10	450	38	3,000

1600 Opened July 2007

Exterior

Shingles/Gutters	35,000	25	1,400	117	8,983
Painting	17,000	10	1,700	142	10,908
Decks and rails	4,444	15	296	25	1,901

Interior

Carpeting	8,000	5	1,600	133	667
Painting	5,556	10	556	46	3,565
Garage painting	4,500	10	450	38	2,888

1800 Opened Jan 2008

Exterior

Shingles/Gutters	35,000	25	1,400	117	8,400
Painting	17,000	10	1,700	142	10,200
Decks and rails	4,444	15	296	25	1,778

Interior

Carpeting	8,000	5	1,600	133	8,000
Painting	5,556	10	556	46	3,333
Garage painting	4,500	10	450	38	2,700

CONDO BUILDINGS

2800 Opened May 2008

Exterior					
Shingles/Gutters	35,000	25	1,400	117	7,933
Painting	17,000	10	1,700	142	9,633
Decks and rails	4,444	10	444	37	2,518
Interior					
Carpeting	8,000	5	1,600	133	8,000
Painting	5,556	10	556	46	3,148
Garage painting	4,500	10	450	38	2,550

2400 Opened Aug 2008

Exterior					
Shingles/Gutters	35,000	25	1,400	117	7,583
Painting	17,000	10	1,700	142	9,208
Decks and rails	4,444	10	444	37	2,407
Interior					
Carpeting	8,000	5	1,600	133	400
Painting	5,556	10	556	46	3,009
Garage painting	4,500	10	450	38	2,438

2300 Opened June 2009

Exterior					
Shingles/Gutters	35,000	25	1,400	117	6,300
Painting	17,000	10	1,700	142	7,650
Decks and rails	4,444	10	444	37	2,000
Interior					
Carpeting	8,000	5	1,600	133	7,200
Painting	5,556	10	556	46	2,500
Garage painting	4,500	10	450	38	2,025

2200 Opened Nov 2011

Exterior					
Shingles/Gutters	35,000	25	1,400	117	3,033
Painting	17,000	10	1,700	142	3,683
Decks and rails	4,444	10	444	37	963
Interior					
Carpeting	8,000	5	1,600	133	3,467
Painting	5,556	10	556	46	1,204
Garage painting	4,500	10	450	38	975

SUNCREST VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION

Capital Replacement Schedule

CONDO BUILDINGS

2100 Opened May 2012

Exterior

Shingles/Gutters	35,000	25	1,400	117	2,333
Painting	17,000	10	1,700	142	2,833
Decks and rails	4,444	10	444	37	741

Interior

Carpeting	8,000	5	1,600	133	2,667
Painting	5,556	10	556	46	926
Garage painting	4,500	10	450	38	750

1100 Opened Jan 2013

Exterior

Shingles/Gutters	35,000	25	1,400	117	1,283
Painting	17,000	10	1,700	142	1,558
Decks and rails	4,444	15	296	25	272

Interior

Carpeting	8,000	5	1,600	133	1,467
Painting	5,556	10	556	46	509
Garage painting	4,500	10	450	38	413

1200 Opened July 2013

Exterior

Shingles/Gutters	35,000	25	1,400	117	583
Painting	17,000	10	1,700	142	708
Decks and rails	4,444	10	444	37	185

Interior

Carpeting	8,000	5	1,600	133	667
Painting	5,556	10	556	46	231
Garage painting	4,500	10	450	38	188

Total

78,913 6,576 267,715

SUNCREST VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION
 Capital Replacement Schedule
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ELEVATORS

	COST	ECONOMIC LIFE	ANNUAL COST	MONTHLY COST	THROUGH DEC. 31, 2014
Cab Interior Rehab	14,000	15	933	78	6,689
Technology Upgrade	35,000	30	1,167	97	8,361
Total			2,100	175	15,050
Total all pages			113,715	9,364	365,229

EXHIBIT F

**MONTHLY ASSESSMENT BY UNIT TYPES
FIRST YEAR**

Unit Sq. Footage	Allocated Interest	Annual Budget	Monthly Budget
700	.5%	\$1,260.00	\$105.00
800	.6%	\$1,440.00	\$120.00
1,100	.8%	\$1,980.00	\$165.00
1,600	1.2%	\$2,880.00	\$240.00
1,700	1.25%	\$3,060.00	\$255.00

An initial fee of 25% of the Annual Condominium Assessment will be paid by the purchaser of new units at closing.

ALL FEES ARE ESTIMATES SUBJECT TO ADJUSTMENT FOR ACTUAL EXPENSES OF THE COMMON AREAS. THESE FEES DO NOT TAKE INTO ACCOUNT ANY SHARING OF EXPENSES WITH THE OWNERS OF ALTERNATIVE DEVELOPMENTS, WHICH COULD REDUCE THE COMMON EXPENSES OF THE CONDOMINIUM. THERE IS NO GUARANTEE THAT THE ALTERNATIVE DEVELOPMENTS WILL BE BUILT.

SEE FOLLOWING EXHIBIT PAGES TO DETERMINE THE APPLICABLE ALLOCATED INTEREST TO ANY UNIT BY ADDRESS.

ALLOCATED INTERESTS

Bldg. #2500
Phase I

Bldg. #2600
Phase I

Bldg. #2700
Phase I

Bedrooms	Unit #	Square Footage	Allocated Interest	Bedrooms	Unit #	Square Footage	Allocated Interest	Bedrooms	Unit #	Square Footage	Allocated Interest
2	2511	1,100	.8%	2	2611	1,100	.8%	2	2711	1,100	.8%
2	2512	1,100	.8%	2	2612	1,100	.8%	2	2712	1,100	.8%
1	2513	800	.6%	1	2613	800	.6%	1	2713	700	.5%
1	2514	700	.5%	1	2614	700	.5%	1	2714	700	.5%
1	2515	800	.6%	1	2615	800	.6%	1	2715	700	.5%
1	2516	700	.5%	1	2616	700	.5%	1	2716	700	.5%
2	2517	1,100	.8%	2	2617	1,100	.8%	2	2717	1,100	.8%
2	2518	1,100	.8%	2	2618	1,100	.8%	2	2718	1,100	.8%
2	2521	1,100	.8%	2	2621	1,100	.8%	2	2721	1,100	.8%
2	2522	1,100	.8%	2	2622	1,100	.8%	2	2722	1,100	.8%
1	2523	700	.5%	1	2623	700	.5%	1	2723	700	.5%
1	2524	700	.5%	1	2624	700	.5%	1	2724	700	.5%
1	2525	700	.5%	1	2625	700	.5%	1	2725	700	.5%
1	2526	700	.5%	1	2626	700	.5%	1	2726	700	.5%
2	2527	1,100	.8%	2	2627	1,100	.8%	2	2727	1,100	.8%
2	2528	1,100	.8%	2	2628	1,100	.8%	2	2728	1,100	.8%
2	2531	1,100	.8%	2	2631	1,100	.8%	2	2731	1,100	.8%
2	2532	1,100	.8%	2	2632	1,100	.8%	2	2732	1,100	.8%
1	2533	700	.5%	1	2633	700	.5%	1	2733	700	.5%
1	2534	700	.5%	1	2634	700	.5%	1	2734	700	.5%
1	2535	700	.5%	1	2635	700	.5%	1	2735	700	.5%
1	2536	700	.5%	1	2636	700	.5%	1	2736	700	.5%
2	2537	1,100	.8%	2	2637	1,100	.8%	2	2737	1,100	.8%
2	2538	1,100	.8%	2	2638	1,100	.8%	2	2738	1,100	.8%
		21,800				21,800				21,600	

ALLOCATED INTERESTS

Bldg. #1300
Phase I

Bldg. #1600
Phase I

Bldg. #1800
Phase I

Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest
2	1311	1,100	.8%		2	1611	1,100	.8%		2	1811	1,100	.8%
2	1312	1,100	.8%		2	1612	1,100	.8%		2	1812	1,100	.8%
1	1313	800	.6%		1	1613	800	.6%		1	1813	800	.6%
1	1314	700	.5%		1	1614	700	.5%		1	1814	700	.5%
1	1315	800	.6%		1	1615	800	.6%		1	1815	800	.6%
1	1316	700	.5%		1	1616	700	.5%		1	1816	700	.5%
2	1317	1,100	.8%		2	1617	1,100	.8%		2	1817	1,100	.8%
2	1318	1,100	.8%		2	1618	1,100	.8%		2	1818	1,100	.8%
2	1321	1,600	1.2%		2	1621	1,100	.8%		2	1821	1,100	.8%
2	1322	1,700	1.25%		2	1622	1,100	.8%		2	1822	1,100	.8%
2	1323	1,100	.8%		2	1623	1,100	.8%		2	1823	1,100	.8%
2	1324	1,100	.8%		2	1624	1,100	.8%		2	1824	1,100	.8%
3	1325	1,100	.8%		3	1625	1,600	1.2%		3	1825	1,600	1.2%
3	1326	1,100	.8%		3	1626	1,700	1.25%		3	1826	1,700	1.25%
2	1331	1,600	1.2%		2	1631	1,100	.8%		2	1831	1,100	.8%
2	1332	1,700	1.25%		2	1632	1,100	.8%		2	1832	1,100	.8%
2	1333	1,100	.8%		2	1633	1,100	.8%		2	1833	1,100	.8%
2	1334	1,100	.8%		2	1634	1,100	.8%		2	1834	1,100	.8%
3	1335	1,100	.8%		3	1635	1,600	1.2%		3	1835	1,600	1.2%
3	1336	1,100	.8%		3	1636	1,700	1.25%		3	1836	1,700	1.25%
		22,800					22,800					22,800	

ALLOCATED INTERESTS

Bldg. #2400
Phase II

Bldg. #2800
Phase II

Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest		Bedrooms	Unit #	Square Footage	Allocated Interest
2	2411	1,100	.8%		2	2811	1,100	.8%					
2	2412	1,100	.8%		2	2812	1,100	.8%					
1	2413	700	.5%		1	2813	700	.5%					
1	2414	700	.5%		1	2814	800	.6%					
1	2415	700	.5%		1	2815	700	.5%					
1	2416	700	.5%		1	2816	800	.6%					
2	2417	1,100	.8%		2	2817	1,100	.8%					
2	2418	1,100	.8%		2	2818	1,100	.8%					
1	2421	1,100	.8%		2	2821	1,100	.8%					
1	2422	1,100	.8%		2	2822	1,100	.8%					
2	2423	1,100	.8%		1	2823	700	.5%					
2	2424	1,100	.8%		1	2824	700	.5%					
3	2425	1,600	1.2%		1	2825	700	.5%					
3	2426	1,600	1.2%		1	2826	700	.5%					
2	2431	1,100	.8%		2	2827	1,100	.8%					
2	2432	1,100	.8%		2	2828	1,100	.8%					
2	2433	1,100	.8%		2	2831	1,100	.8%					
2	2434	1,100	.8%		2	2832	1,100	.8%					
3	2435	1,600	1.2%		1	2833	700	.5%					
3	2436	1,600	1.2%		1	2834	700	.5%					
		22,400			1	2835	700	.5%					
					1	2836	700	.5%					
					2	2837	1,100	.8%					
					2	2838	1,100	.8%					
							21,800						

The Grantee, by acceptance of this Deed and by agreement with the Grantor, hereby expressly assumes and agrees to be bound by and comply with the covenants, terms, provisions, easements and conditions, as set forth and contained in the said Declaration of Condominium, and such easements, as designated upon the Plats of said Condominium recorded as aforesaid.

This conveyance is made subject to that certain Declaration Establishing A Plan For Condominium Ownership By Phase(s), which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31, and as modified by those certain First And Second Modifications To Declaration Of Covenants, Conditions, And Restrictions For Suncrest Village recorded in said Clerk's Office in Deed Book No. 1315, at Page No. 344, and in Deed Book No. 1364, at Page No. 1266, respectively.

This conveyance is specifically made subject to all reservations, agreements, covenants, assessments, charges, conditions, rights-of-way, building restrictions, prior conveyances of minerals and rights to extract the same, and easements, as contained in Grantor's chain of title.

The Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this Deed covenants and agrees to pay such charges for the maintenance of, repairs to, replacement of, and expenses in connection with the common elements as may be assessed from time to time by the council in accordance with the Unit Property Act of West Virginia, and further covenants and agrees that the Unit conveyed by this Deed shall be subject to a charge for all amounts so assessed and that, except insofar as Section Five [§ 36A-7-5], Article Seven of said Unit Property Act may relieve a subsequent unit owner of liability for prior unpaid assessments, this covenant shall run with and bind the land or Unit hereby conveyed and all subsequent owners thereof.

The subject property is entered for taxation purposes upon the Land Books of Monongalia County, West Virginia, in Morgan District, for the year _____, as part of the following entry:

Tax Ticket No. _____
Gateway Village LLC
Map 4, Parcel 0018
18.689 Sur (Suncrest Village LLC)

DECLARATION OF CONSIDERATION OR VALUE

In compliance with Article 22, Chapter 11 of the Code of West Virginia, the undersigned hereby declares that the total consideration paid for the property transferred by the document to which this declaration is appended is _____ Dollars (\$_____.00).

IN WITNESS WHEREOF, Suncrest Village LLC, a West Virginia limited liability company, has caused its company name to be subscribed hereto by _____, its Manager, by authority duly given:

Suncrest Village LLC
A West Virginia limited liability Company

BY: _____

ITS: Manager

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA, TO-WIT:

The foregoing Instrument was acknowledged before me in my said County and State, this ____ day of _____, 200____, by _____, Manager of Suncrest Village LLC, a West Virginia limited liability company, for and on behalf of said company.

My Commission Expires: _____.

[NOTARY SEAL]

NOTARY PUBLIC

This instrument was prepared by:
STEPHEN K. SHUMAN, ESQUIRE
REEDER & SHUMAN
256 HIGH STREET, PO BOX 842
MORGANTOWN, WV 26507-0842

EXHIBIT H

UNIT PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made this ____ day of ____, 200____, by and between Suncrest Village LLC, a West Virginia limited liability company, (sometimes hereinafter known as "Seller/Declarant"), and ____, (hereinafter referred to as "Purchaser").

WHEREAS, Seller/Declarant is the developer, in phases, of a certain tract of land known hereinafter to be Suncrest Village Condominium (the "Condominium") situate in Morgan District, Monongalia County, West Virginia; and,

WHEREAS, Seller/Declarant has caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a certain document with attachments, known as the "Declaration Establishing A Plan For Condominium Ownership By Phase(s) Of A Tract of Approximately 19.35 Acres And Certain Improvements Thereon And Appurtenances Thereunto Situate At State Route 705, Monongalia County, West Virginia, Pursuant To The West Virginia Common Interest Ownership Act, Chapter 36B Of The Code Of West Virginia Of 1931, As Amended" ("Declaration") in Deed Book No. 1312, at Page No. 31; and,

WHEREAS, included as a part of the Declaration is "Article X. - Covenants, Conditions and Restrictions", which sets forth in great detail restrictions and protective covenants to which all Units of the Condominium are subject and specifically the Unit(s) which is (are) the subject of this Unit Purchase Agreement; and,

WHEREAS, attached to the Public Offering Statement is the Plat of the first phase of the Condominium establishing the perimeters of Phase I of the Condominium, the locations and sizes of individual units, are set forth on recorded Plats, and the common areas and certain other areas which are clearly designated as "NEED NOT BE BUILT"; and,

WHEREAS, further attached to the Public Offering Statement are copies of the Articles of Incorporation and By-Laws of Suncrest Village Condominium Association, a West Virginia non-profit corporation (the "Association"), which establish the organization to manage the Condominium and enforce its rules, regulations, restrictions and protective covenants; and,

WHEREAS, this Purchase Agreement incorporates all the terms and conditions of the Public Offering Statement and the Declaration and all exhibits thereto; and,

WHEREAS, prior to the execution of this Agreement, Purchaser has been given a copy of the Public Offering Statement for the Condominium, which Purchaser affirms to have read and understood.

NOW, THEREFORE, WITNESSETH: In consideration of a deposit of _____ Dollars (\$_____) earnest money paid by Purchaser to Seller, the receipt of which is hereby acknowledged ("Deposit"), to be held in escrow until closing and applied to the purchase price at that time, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller AS IS, and Purchaser has inspected the Unit and is satisfied with the physical condition of the Unit, and accepts the same in its present condition, for the sum of _____ Dollars (\$_____), Unit _____ of Suncrest Village Condominium, Morgan District, County of Monongalia

County, State of West Virginia, together with an undivided fractional interest in Common Elements of the Condominium, upon the following terms, conditions and covenants:

1. PAYMENT OF PURCHASE PRICE.

In the event said Unit is not completed upon the execution of this Agreement then Seller shall notify Purchaser at such time as said Unit is completed in accordance with the condominium documents at which time Purchaser shall inspect the unit and accept the unit "as is" or give Seller written notice of which items are not in accordance with said condominium documents.

(a) The Purchaser makes a deposit in the amount of _____ (\$_____) upon the signing of this Agreement.

(b) The remainder total purchase price shall be payable in full upon delivery of the Deed at closing, unless other arrangements have been made with Seller/Declarant prior to closing; or

(c) Seller agrees to convey the property to Purchaser by General Warranty Deed, which conforms with the *pro forma* deed attached to the Public Offering Statement as Exhibit G, free and clear of all liens and encumbrances, but subject to the applicable exceptions, reservations, easements and other relative matters in the chain of title thereof, and further subject to the terms, conditions, provisions, restrictions, protective covenants, rights, powers and duties set forth in the Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association. Said deed shall be prepared at Seller's expense and the Seller agrees to pay the Real Estate Excise Tax and its prorated share of the real property tax.

Taxes and interest shall be prorated as of the date of closing.

2. CONSUMMATION OF SALE. Upon the signing of this agreement ("Signing Date"), if the Unit is not substantially completed on the Signing Date, the Seller and Purchaser shall have _____ (_____) days from the Signing Date in which to consummate the sale, or, if the Unit is substantially completed on the Signing Date, within thirty (30) days of the Signing Date. If the Purchaser defaults in the performance of any of the obligations imposed by the terms hereof, the Seller may, at its option, treat the contract as null and void and retain the earnest money deposited herewith as liquidated damages for failure of the Purchaser to perform the contract. In the event the Seller is unable to convey to the Purchaser clear title by a General Warranty Deed within the period specified above Purchaser may, at his or her option, treat the contract as null and void and the Seller must immediately return said earnest money to the Purchaser without any liability upon the Seller for failure to convey the premises.

Purchaser shall provide evidence to Seller within seven (7) days after the signing of this Agreement that Purchaser has applied for mortgage loan approval. Within thirty (30) days after the signing of this Agreement, Purchaser shall provide to Seller evidence of a loan commitment for the purchase of the Unit. In the event that Purchaser fails to provide evidence as set forth above, Seller, at its option, may terminate this Agreement.

3. CLOSING. Possession of the aforesaid Unit is subject to the Chapter 36B of the W.Va. Code of 1931, as amended, and Purchaser must consult this Code Section for its terms and conditions of Resale.

In the event Purchaser fails to settle/close for any reason other than the failure of Seller's title or refusal of Lender to loan the

necessary purchase money to Purchaser, at Seller's option, Purchaser's Deposit and all other sums paid by Purchaser to date shall be forfeited to Seller as partial liquidated damages. If Purchaser is in default, it is further agreed, that in addition to any other remedies and damages available to Seller, Purchaser shall be responsible for all reasonable expenses incurred by Seller in preserving the property and attempting to re-sell it, including but not limited to, interest paid on loans in existence on the property at the time of breach to the time of resale, loss of use of equity and the difference between the net sales proceeds of this contract and the final net sales proceeds of the resale, and all reasonable attorneys' fees incurred by Seller as a result of Purchaser's default.

4. ADJUSTMENTS AND CLOSING COSTS.

(a) Real Property Taxes. Seller shall pay real property taxes for the year 2007. For closings on and after January 1, 2008, all real property taxes shall be prorated as of Closing on a calendar year basis. If real property taxes have not been assessed specifically to the Unit in such prior year, Seller may estimate the amount of such taxes attributable to the Unit which estimate shall be apportioned to the date of Closing and shall be considered a final settlement.

(b) Deed Preparation and Transfer Tax. Seller shall pay for the Title Commitment, the preparation of the deed and all deed transfer stamps.

(c) Closing Fees. Purchaser shall pay for the cost of any title examination, title insurance, recording fees and, except for Seller's obligations in (b) above, all other closing costs of every kind and nature.

(d) Association Assessments. Periodic assessments of the Association shall be apportioned on a per diem basis as of the date of Closing.

(e) Association Reserves. Purchaser shall at Closing, pay to the Association as a reserve, an amount equal to 25% of the Association's estimate of the Unit's share of common expenses for the fiscal year in which the sale of the Unit occurs.

5. RISK OF LOSS. The risk of loss or damage to the Unit by fire or other casualty shall remain with the Seller until the properly executed deed to the Unit is delivered to Purchaser or Purchaser's Agent. Thereafter, Purchaser covenants and agrees to carry a policy of liability insurance and to name therein the Association as an insured party, in an amount of \$200,000.00, and the obligation of Purchaser to carry said liability insurance shall survive Closing. Purchaser shall provide proof of insurance at Closing to Seller, and Purchaser shall upon each anniversary of the renewal of said policy provide Seller with a Declaration Page of said policy renewal.

6. PROPERTY OWNERS ASSOCIATION. Purchaser, by execution of this Agreement, agrees (a) to comply with all of the provisions of the Declaration, By-Laws and Exhibits attached thereto, (b) to abide by all of the rules and regulations adopted by the Association as described in the Declaration and By-Laws, and as subsequently amended, and (c) to pay and acknowledge continuing liability to pay all dues and assessments properly levied against the Unit by the Association. The terms of this paragraph shall survive and not merge with the delivery, acceptance and recordation of the deed of conveyance.

7. AMENDMENTS OR CHANGE OF INSTRUMENTS.

(a) Seller reserves the right, upon notice to Purchaser prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the instruments as may be approved or required by any permanent lender, public authority or title company insuring title, provided that:

I. The purchase price hereunder shall not be increased;
or

II. A material physical modification of the layout or location of the Unit shall not be required; or

III. The financial obligations of Seller hereunder shall not be decreased.

(b) Notwithstanding anything contained herein to the contrary, Seller reserves the right, to whose exercise Purchaser agrees, to amend the Declaration and all its Exhibits at any time permitted by law.

8. ASSIGNMENT. This Agreement may not be transferred or assigned by Purchaser without the prior written consent of Seller. Purchaser expressly agrees not to offer for sale, list with a real estate agent or broker for sale, market or attempt to sell, market or convey the Unit or any contract rights to purchase the Unit, prior to the recordation of the deed of conveyance of the Unit to Purchaser.

9. MERGER. All understandings and agreements heretofore made between the parties hereto are contained in this Agreement, which expresses the parties' entire agreement, and no representations, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by all of the parties

hereto. Any change or modification made to this Agreement must be reduced to writing, signed by all parties hereto and attached hereto and made a part hereof. Except as expressly provided to the contrary herein, the terms of this Purchase Agreement shall merge into and not survive the delivery and recordation of the deed of conveyance except as provided in Paragraph 5.

10. CANCELLATION. Notwithstanding any other provision in this Agreement, Purchaser may cancel same and receive the return of the deposit within fifteen (15) days from the date after first receiving the Public Offering Statement, by mailing a cancellation notice to Seller by Certified United States Mail, return receipt requested, to the following address: 1325 Stewartstown Road, Morgantown, WV 26505. Time is of the essence of this provision. Notwithstanding any other provision in this Agreement, Seller, at its option, may likewise cancel it if Seller is unable to acquire good and marketable title to the Unit including the Common Elements. If Seller cancels this Agreement, notice of such cancellation to Purchaser shall be in the same manner as set out in Section 10 below and the deposit shall be returned to Purchaser.

11. NOTICE. Whenever, by the terms of the Agreement, any notice is required to be given unless specifically otherwise provided, notice shall be conclusively considered as given when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to Purchaser at his address and to the Seller in the same manner provided for cancellation by Purchaser in Section 9 above.

12. MISCELLANEOUS. The Laws of the State of West Virginia shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The parties to this Purchase Agreement mutually agree that it shall be binding upon them and each of their respective heirs, personal representatives, successors and assigns. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof.

13. OCCUPANCY. Purchaser may commence occupancy on the Closing Date.

14. TITLE. Title to the subject property is to be held as follows: _____.

15. CHAIN OF TITLE. For title examination purposes, Seller took title to the subject premises by Deed from Richard Lawson, et al, dated the 23rd day of September, 2002, recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 1239, at Page No. 4.

16. OTHER CONDITIONS.

As Is. On the date of Closing the Purchaser shall inspect the Unit and provide an initial punch list as to the items needing to be completed by Seller. Purchaser and Seller shall be in agreement as to the items on said punch list. Within thirty (30) days after Closing, Purchaser shall provide to Seller a final punch list of items needing to be completed or repaired by Seller, and Purchaser and Seller shall be in agreement as to the items on said final punch list. After the final punch list has been presented by the Purchaser and completed by

the Seller, Purchaser shall accept the Unit in an "AS IS CONDITION". Purchaser acknowledges and agrees that except for representations and warranties expressly set forth in this Agreement, PURCHASER IS PURCHASING THE UNIT IN ITS "AS IS" CONDITION AND ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CREATED BY STATE OF FEDERAL LAW, ARE HEREBY SPECIFICALLY DISCLAIMED AND WAIVED TO THE EXTENT PERMITTED BY W.VA. CODE § 36B-4-115. THE FOREGOING DISCLAIMER AND WAIVER SHALL ALSO APPLY TO ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY "CONSUMER PRODUCT" AS DEFINED IN THE MAGNUSON-MOSS WARRANTY ACT, WHICH CONSUMER PRODUCTS SHALL NOT BE WARRANTED BY SELLER; PROVIDED, HOWEVER, THAT SELLER SHALL ASSIGN TO PURCHASER ANY MANUFACTURER'S OR SUPPLIER'S WARRANTY WITH RESPECT TO SUCH CONSUMER PRODUCTS. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS AND SPECIFICALLY EXCLUDES GEOLOGICAL AND ENVIRONMENTAL WARRANTIES UNDER THIS AGREEMENT. THE PERIOD OF LIMITATION FOR THE PURSUIT OF CLAIMS IS CONTAINED IN W. VA. CODE § 36B-4-116 IS HEREBY REDUCED TO TWO YEARS FROM THE DATE AN ACTION THEREUNDER ARISES.

17. (A) YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR OBLIGATION WITHIN FIFTEEN (15) DAYS FROM THE DATE YOU SIGN THIS AGREEMENT. IF YOU HAVE EXECUTED THIS AGREEMENT MORE THAN FIFTEEN (15) DAYS AFTER RECEIVING THE PUBLIC OFFERING STATEMENT, YOU MAY ONLY CANCEL THIS AGREEMENT ACCORDING TO THE TERMS SET FORTH HEREIN.

(B) IF YOU DECIDE TO CANCEL THIS AGREEMENT, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF

CANCELLATION SHALL BE EFFECTIVE UPON THE DATE YOU SEND SAME (POSTMARK)
TO SUNCREST VILLAGE LLC at 1000 SUNCREST VILLAGE, MORGANTOWN, WV
26508.

(C) PURCHASER SHOULD NOT RELY UPON REPRESENTATIONS OTHER THAN
THOSE INCLUDED IN THIS AGREEMENT AND THE PUBLIC OFFERING STATEMENT AND
ALL ATTACHMENTS THERETO.

18. At Closing Purchaser shall execute a waiver in the form of
Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and
seals the date first above written.

SELLER: Suncrest Village LLC,
a West Virginia limited liability company,

By: _____
Richard A. Biafora
Its: Member/Manager

BY: _____
Patrick D. Alexander
ITS: Member/Manager

PURCHASER: _____

EXHIBIT A

AGREEMENT AND WAIVER

THIS AGREEMENT AND WAIVER, Made this the ____ day of ____, 200____, by and between Suncrest Village LLC, a West Virginia limited liability company (hereafter "Declarant/Developer"), party of the first part, and ____, (hereafter "Unit Owner", whether singular or plural), party of the second part.

W I T N E S S E T H:

WHEREAS, Declarant/Developer is the owner and developer of a certain tract of land situate in Morgan District, Monongalia County, West Virginia, known as "Suncrest Village Condominium" the ("Condominium Project"); and

WHEREAS, Unit Owner is the owner of a unit situate within the said Condominium Project which will be occupied for residential use; and,

WHEREAS, under the provisions of West Virginia Code Chapter 36B, "Uniform Common Interest Ownership Act" (specifically Sections 36B-4-113 and 36B-4-114), Declarant/Developer is subject to a six (6) year statute of limitation for both express and implied warranties of quality; and,

WHEREAS, the provisions of the Code (specifically Section 36B-4-116) further provide that the parties hereto may agree to reduce the statute of limitation to not less than two years.

NOW, THEREFORE, the parties hereto, intending to be legally bound and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Unit Owner shall take possession of the Unit in an "AS IS" condition, subject to the terms and conditions of the Public Offering Statement and Declaration for Suncrest Village Condominium and the By-Laws of Suncrest Village Condominium Association.

2. Unit Owner waives and releases Declarant/Developer from the maximum time period of the statute of limitation for commencement of a legal action against Declarant/Developer for breach of either implied or expressed warranties of quality.

3. Unit Owner shall, in accordance with the terms of the Uniform Common Interest Ownership Act, be subject to the reduction of the statute of limitations for the commencement of a judicial proceeding against Declarant/Developer for breach of warranties of quality, either expressed or implied, to two (2) years.

4. The commencement of a cause of action for breach of warranty of quality, either express or implied, shall accrue to the Unit Owner beginning at the time the Unit Owner enters into possession of the Unit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

DECLARANT/DEVELOPER

Suncrest Village LLC,
A West Virginia limited liability company

By: _____
Richard A. Biafora
Its: Member/Manager

By: _____
Patrick D. Alexander
Its: Member/Manager

UNIT OWNER:

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this the
____ day of _____, 200____, by Richard A. Biafora and Patrick D.
Alexander, the Members/Managers of Suncrest Village LLC, a West
Virginia limited liability company, DECLARANT/DEVELOPER.

My Commission Expires: _____.

[SEAL]

NOTARY PUBLIC

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this the
____ day of _____, 200____, by _____, UNIT OWNER.

My Commission Expires: _____.

[SEAL]

NOTARY PUBLIC

EXHIBIT I

491418
1312-31

**DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP BY PHASE(S) OF A TRACT OF APPROXIMATELY
19.35 ACRES AND CERTAIN IMPROVEMENTS THEREON
AND APPURTENANCES THEREUNTO
SITUATE AT STATE ROUTE 705, MONONGALIA COUNTY,
WEST VIRGINIA, PURSUANT TO THE WEST VIRGINIA
COMMON INTEREST OWNERSHIP ACT, CHAPTER 36B
OF THE CODE OF WEST VIRGINIA OF 1931, AS AMENDED**

BY

**SUNCREST VILLAGE, LLC
a West Virginia Limited Liability Company
1325 Stewartstown Road
Morgantown, West Virginia 46505**

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DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP BY PHASE(S) OF A TRACT OF APPROXIMATELY
19.35 ACRES AND CERTAIN IMPROVEMENTS THEREON
AND APPURTENANCES THEREUNTO
SITUATE AT STATE ROUTE 705, MONONGALIA COUNTY,
WEST VIRGINIA, PURSUANT TO THE WEST VIRGINIA
COMMON INTEREST OWNERSHIP ACT, CHAPTER 36B
OF THE CODE OF WEST VIRGINIA OF 1931, AS AMENDED

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for
SUNCREST VILLAGE is made as of February 13, 2006, by Suncrest Village, LLC, a West
Virginia limited liability company.

Recitals

A. Declarant owns 19.35 acres of land described on Exhibit A attached hereto and made a part hereof, and certain improvements thereon and appurtenant easements in connection therewith situate at State Route 705, Morgan District, Monongalia County, West Virginia, and being the same property that was conveyed to Declarant f/k/a Gateway Village, LLC by Richard Lawton, et al. by deed dated September 23, 2002 and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia in Deed Book 1239, Page 42, see corporate book 59 at page 508 for recording of change of Declarant's name to Suncrest Village, LLC.

B. Declarant desires to create a condominium, on the Property pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as the same may be amended from time to time.

C. Declarant deems it necessary and desirable to subject Phase One, being that portion of the Property shown by a dedicated plat recorded in said Clerk's Office, to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

D. In the event Declarant elects to submit additional phases of the Property to Condominium form of ownership and the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens of this Declaration same shall be accomplished by the recording of a plat of each phase in the office of the Monongalia County Clerk's Office

Declaration

In consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I DECLARATION

1.01 Declaration.

Declarant hereby submits Phase I of the Property and certain non-exclusive easements for ingress and egress as shown on Exhibit A, to the provisions of the Act and hereby creates a condominium named "Suncrest Village Condominiums" on Phase I of the Property and declares that Phase I of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Declaration. The address of the Condominium is 1325 Stewartstown Road, Morgantown, West Virginia 26505.

1.02 Covenants Running with the Land.

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, the Owners (as such term is defined below), all other parties having any right, title or interest in Phase I of the Property or any subsequent portion of the Property thereof so dedicated by the recording of a phase plat and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

ARTICLE II DEFINITIONS

2.01 Basic Definitions.

As used in this Declaration, the following terms have the meanings given to them in this Section 2.01.

(a) "Act" means the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as the same may be amended from time to time.

(b) "Additional Property" means the real property located in Morgan District, Monongalia County, West Virginia, described and shown as such on Exhibit A-1 attached hereto and made a part hereof, which may subsequently become part of the Condominium in whole or in part.

(c) "Appurtenant Easements" means:

(i) the non-exclusive easement providing a means of ingress and egress for vehicular and pedestrian travel to and from the Property and State Route 705 described and shown as such on Exhibit A;

(ii) the utility easements described and shown as such on Exhibit A.

(iii) any easement in existence now or hereafter necessary or desirable for the access of owners and residents of portions of the Property or Additional Property not dedicated to the Condominium form of ownership pursuant to his Declaration which may have the right under this instrument to access and use of the Common Elements.

(d) "Area" of a Unit means the total number of square feet of such Unit as shown on the Maps, or if the square footage of a Unit is not shown on the Maps, then "Area" means the total number of square feet of such Unit as determined by the Executive Board.

(e) "Articles" means the articles of incorporation of the Association, as the same may be amended from time to time.

(f) "Assessment" means a General Assessment, a Special Assessment or a Default Assessment levied and assessed pursuant to Article VII below.

(g) "Assessment Lien" means the lien of the Association on a Condominium Unit described in Section 7.08 below.

(h) "Association" means Suncrest Village Condominium Association, a West Virginia nonprofit corporation, and its successors and assigns.

(i) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(j) "Bylaws" means the bylaws of the Association, as the same may be amended from time to time.

(k) "Common Elements" means the General Common Elements and the Limited Common Elements.

(l) "Common Expenses" means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (B) providing facilities, services and other benefits to owners; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (E) regulating and managing the Condominium; (F) operating the Association; and (G) owning, maintaining and using the Appurtenant Easements; and

(ii) reserves for any such costs, expenses and liabilities.

(m) "Condominium" means Suncrest Village Condominium, the common interest community created on the portions of the Property designated by the recording of a phase plat and any subsequent phase plats and subject to this Declaration, consisting of the Units and the Common Elements. The Condominium contains six, four story buildings.

(n) "Declarant" means Suncrest Village, LLC, a West Virginia limited liability company, and its successors and assigns.

(o) "Declarant Control Period" has the meaning given to that term in Section 6.03 below.

(p) "Declaration" means this Declaration establishing and creating Suncrest Village Condominium, as the same may be amended from time to time.

(q) "Default Assessment" has the meaning given to that term in Section 7.06 below.

(r) "Design Review Board" means the Association's design review board.

(s) "Director" means a duly elected or appointed member of the Executive Board.

(t) "Executive Board" means the Board of Directors of the Association.

(u) "First Mortgage" means any mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(v) "First Mortgagee" means a mortgagee under a First Mortgage.

(w) "General Common Elements" means all of the Condominium, other than the Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include, without limitation:

(i) all land and improvements, including, without limitation the community room and swimming pool area ("Recreational Area"), all foundations, columns, girders; beams,; supporting walls, utility systems, mechanical systems, sprinkler systems, exhaust and ventilation systems, storage areas, parking garages, chimneys, drainage facilities, patios, balconies, decks, porches, barbeque areas, car wash area, stoops, exits and entrances, except for those Improvements that are designated by the Act, by this Declaration or by the Maps as Units or as Limited Common Elements;

(ii) all non-exclusive right-of-ways, streets, roads and driveways within the dedicated phases of the Property;

(iii) all yards, sidewalks; walkways; trails, paths, lawns, shrubbery, trees, gardens and landscaping within the dedicated phases of the Property;

(iv) all entrance, monument, directional building and unit designation signs within the dedicated phases of the Property.

(v) all easements both exclusive and non-exclusive for ingress and egress, public utilities and otherwise appurtenant to the Land.

(x) "General Assessment" means an Assessment levied and assessed against a Unit pursuant to Section 7:04 below.

(y) "Guest" means any family member, employee, agent, independent contractor, lessee, customer or invitee of an Owner.

(z) "Improvement" means any building, structure or other improvement (including all fixtures and improvements contained therein) located on the Land and within which one or more Units or Common Elements are located.

(aa) "Interest in General Common Elements" means the undivided interest in the General Common Elements appurtenant to each Unit determined in accordance with the terms and conditions of Section 3.02 below.

(bb) "Land" means the real property located in Morgan District, Monongalia County, West Virginia, that is described and shown as such on Exhibit A attached hereto and made a part hereof; and any real property that is later made subject to this Declaration in accordance with the terms and conditions contained herein.

(cc) "Limited Common Elements" means portions of the Common Elements allocated by this Declaration or by operation of the Act for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" include, without limitation:

(i) any exterior windows and doors, utility systems, mechanical systems, exhaust and ventilation systems, fireplaces, entrances, exits, walkways, patios, balconies, decks, porches, and other areas and Improvements that are designed to serve fewer than all of the Units; and

(ii) any physical portion of the Condominium, that is designated on the Maps as "Limited Common Element" or "LCE."

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common

Elements. Non-structural walls located wholly within a Unit are LCE appurtenant to the Unit in which they are located.

(dd) "Majority," whether or not capitalized, means any percentage greater than fifty (50%) percent.

(ee) "Maps" means any survey or plat and of a phase of Suncrest Village Condominium attached hereto and made a part hereof as Exhibits A and B, as the same may be amended from time to time.

(ff) "Membership" means a membership in the Association and the rights granted to Owners pursuant to this Declaration and the other Association Documents to participate in the Association.

(gg) "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

(hh) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such Person under a Mortgage.

(ii) "Officer" means a duly elected or appointed officer of the Association.

(jj) "Owner" means the record holder of legal title to the fee simple interest in any Unit or portion thereof. If there is more than one record holder of legal title to a Unit, each record holder shall be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Unit.

(kk) "Person" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of West Virginia.

(ll) "Monongalia County Records" means the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

(mm) "Plat or Phase Plat": that portion of the Property shown on a dedicated plat recorded in the Monongalia County Clerk's Office .

(mm) "Property" means:

- (i) the Land;
- (ii) the Improvements; and
- (iii) the Appurtenant Easements.

(nn) "Purchaser" means a person, other than Declarant or a Successor Declarant, who acquires legal title to the fee simple interest in any Unit or portion thereof.

(oo) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Condominium, as the same may be amended from time to time.

(pp) "Share of Common Expenses" means the share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 7 below.

(qq) "Special Assessment" has the meaning given to that term in Section 7 below.

(rr) "Special Declarant Rights" means all "special declarant rights (as such term is defined in the Act) that Declarant reserves for itself and its successors and assigns in this Declaration.

(ss) "Successor Declarant" means any Person who succeeds to any Special Declarant Right.

(tt) "Total Condominium Area" means the Area of all Units in the Condominium, as determined in accordance with paragraph 2.01(d) above.

(uu) "Unit" means a physical portion of the Condominium that:

- (i) is created by this Declaration;
- (ii) is designated for separate ownership;
- (iii) has boundaries that are described in this Declaration or shown on the Maps;
- (iv) is allocated on the Interest in General Common Elements appurtenant to that Unit;
- (v) has the right to the exclusive or non-exclusive use of the Limited Common Elements appurtenant to that Unit, if any; and;
- (vi) is granted a Membership in the Association appurtenant to that Unit.

If walls, floors or ceilings are designated as boundaries of a Unit, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements.

2.02 Gender and Number.

Wherever the context of this Declaration so requires:

- (a) words used in the masculine gender shall include the feminine and neuter genders;
- (b) words used in the neuter gender shall include the masculine and feminine genders;
- (c) words used in the singular shall include the plural; and
- (d) words used in the plural shall include the singular.

ARTICLE III
UNITS AND COMMON ELEMENTS

3.01 Units.

(a) Declarant hereby creates Phase I of the Condominium having 132 units, the boundaries and identifying numbers of which are shown on the Phase I Plat to be recorded in the County Clerk of Monongalia County concurrently with the recording of this Declaration attached hereto. No Unit bears the same identifying number as any other Unit. The Units are to be used solely for residential purposes.

(b) Declarant reserves the right to create a maximum of 800 additional Units within the Condominium on **Property** and/or the **Additional Property** or portions thereof as evidenced by the recording of subsequent plats dedicating additional phases to the Condominium form of ownership, as the same may be expanded from time to time.

(c) No Owner may alter its Unit, subdivide its Unit or relocate the boundaries between its Unit and an adjacent Unit, except as provided by this Declaration or the Act.

(d) Except as expressly provided to the contrary in this Declaration, the Interest in General Common Elements, the right to use Limited Common Elements and the Membership in the Association appurtenant to the Unit may not be partitioned or separated from the Unit or any part thereof.

(e) Notwithstanding anything to the contrary contained in paragraph 3.01(c) above, paragraph 3.01(d) above or elsewhere in this Declaration:

(i) nothing in paragraph 3.01(c) above, paragraph 3.01(d) above or elsewhere in this Declaration shall prevent or limit Declarant's exercise or enjoyment of any Special Declarant Right; and

(ii) an Owner may grant its rights to use any General Common Element or any Limited Common Element appurtenant to the Owner's Unit to the Owner's Guests;

3.02 Interests in General Common Elements

(a) The Interests in General Common Elements shall be allocated among the Units as set forth in this Section 3.02. The Interest in General Common Elements appurtenant to a Unit shall be expressed as a percentage and calculated in accordance with the following formula:

$$\text{Interest in General Common Elements} = \frac{(\text{Area of the Unit})}{(\text{the Total Area in all units})} \times 100$$

The square footage may be rounded upward or downward by up to 100 square feet in order to eliminate differences based on minor variations in the sizes of the Units. The percentages also may be rounded in order that the total for all Units equals exactly 100%.

(b) The Interests in General Common Elements appurtenant to the initial 132 Units of the Condominium are set forth on **Exhibit C** attached hereto and made a part hereof.

(c) If any Units are added to or withdrawn from the Condominium, the Interests in General Common Elements for all Units within the Condominium after such addition or withdrawal shall be recalculated in accordance with the formula set forth in paragraph 3.02(a) above.

(d) An Interest in General Common Elements may not be partitioned from the Unit to which it is appurtenant, and any purported conveyance, encumbrance or transfer of an Interest in General Common Elements made without the Unit to which the Interest in General Common Elements is appurtenant shall be void.

3.03 Limited Common Elements.

Except as expressly provided to the contrary in this Declaration, the allocation of the Limited Common Elements shown on the Maps or by operation of the Act may not be altered without the consent of all Owners whose Units would be affected by such reallocation, and then, only in accordance with the terms and conditions of the Act.

3.04 Separate Taxation of Condominium Units.

Pursuant to the Act, each Unit constitutes a separate parcel of real estate and will, be separately assessed and taxed.

3.05 Description of Condominium Units.

To convey, encumber or otherwise affect legal title to a Unit an instrument must describe the Unit as follows:

Unit _____, Building _____, Phase _____, Suncrest Village Condominium, Morgan District of Monongalia County, West Virginia, as the same is designated upon a Plat of said Condominium and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet D, Envelope 50 A and 50 B.

3.06 Unit Surcharge.

The Purchaser of each Unit shall pay to the Declarant the sum of One Thousand Five Hundred (\$1,500.00) Dollars as a one-time surcharge to reimburse Declarant for the expense of the construction of a Community House and swimming pool, which are part of the Common Elements.

ARTICLE IV
THE ASSOCIATION

4.01 Formation of the Association.

On or before the date on which Declarant conveys the first Unit to a Purchaser, Declarant shall form the Association.

4.02 Purposes and Powers.

(a) The Association's purposes are:

(i) to manage, operate, insure, improve, repair, replace and maintain the Common Elements;

(ii) to provide certain facilities, services and other benefits to the Owners;

(iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby;

(iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;

(v) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with the Declarant, any governmental or quasi-governmental entity or any other Person, which contemplates the sharing of expenses among the Association and such other Persons for Improvements, facilities and services that serve the Association;

(vi) to take any action that it deems necessary or appropriate to protect the general welfare of Owners; and

(vii) to regulate and manage the Condominium.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may:

- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes;
- (ii) exercise any powers conferred on it by the Act or any Association Document; and
- (iii) exercise all powers that may be exercised in West Virginia by nonprofit corporations.

(c) Without in any way limiting the generality of paragraph 4.02(b) above, the Association may, but is not obligated to:

- (i) provide or contract for certain facilities and services to the Owners, such as (A) recreational facilities and services, (B) water, sewer, gas, electric, cable television and other utility services, (C) parking facilities, (D) trash collection facilities and services, and (E) snow removal facilities and services;
- (ii) acquire, sell, lease and grant easements over, across and through Common Elements;
- (iii) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;
- (iv) make capital improvements, repairs and replacements to the Common Elements; and
- (v) hire and terminate managing agents and other employees, agents and independent contractors.

4.03 Association Documents.

(a) This Declaration creates the Condominium and certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to the Property. The Articles create the Association. The Bylaws provide for the regulation and management of the Association and the Rules and Regulations provide for the regulation and management of the Condominium.

(b) If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control.

If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

4.04 Books and Records.

Upon request, the Association shall allow Owners, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

ARTICLE V MEMBERSHIP AND VOTING

5.01 Membership.

(a) There shall be one Membership appurtenant to each Unit. The Membership appurtenant to a Unit shall be held by the Owners of that Unit and may not be separated from the Unit to which it is appurtenant. A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Unit to which the Membership is appurtenant. My transfer or encumbrance of a Membership other than as permitted in this Section 5.01 shall be void and have no force or effect.

(b) Notwithstanding anything to the contrary contained in paragraph 5.01 (a) above, an Owner may assign its voting rights to any Person by a duly executed proxy timely delivered to the Association.

5.02 Voting.

(a) Each Membership shall be entitled to one vote, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a Unit cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made by an Owner of the Unit to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such votes shall be counted and all of such votes shall be deemed null and void.

(b) In any election of Directors to the Executive Board, every Membership shall have the number of votes equal to the number of Directors to be elected. Cumulative voting shall not be allowed in the election of Directors of the Executive Board or for any other purpose.

(c) The Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

ARTICLE VI EXECUTIVE BOARD

6.01 Number and Election of Directors.

The Executive Board shall consist of three Directors. The initial Directors shall hold office until the election or appointment of their successors at the 2007 annual meeting. Thereafter, subject to the terms and conditions of Sections 6.03 and 6.04 below, each Director will hold office for a term of one year and the Owners shall elect the Directors at the annual meetings.

6.02 Powers of the Executive Board.

(a) Except as provided in this Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Association in all instances.

(b) The Executive Board may not act on behalf of the Association to:

- (i) amend this Declaration;
- (ii) terminate the Association, this Declaration or the Condominium;
- (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Declarant's rights under Section 6.03 below; or
- (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

6.03 Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 6.03(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which Declarant forms the Association and ending on the earliest to occur of:

- (i) the date that is sixty days after conveyance to Purchasers of 75 percent of the maximum number of Units that may be created by Declarant under this Declaration;

(ii) the date that is two years after Declarant has ceased to offer Units for sale in the ordinary course of business; or

(iii) the date that is two years after any right to add new Units was last exercised.

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) Notwithstanding anything to the contrary contained in paragraph 6.03(a) above, not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Units that may be created under this Declaration to Purchasers, one Director appointed by Declarant shall be replaced with a Director elected by Owners other than Declarant.

(d) During the thirty-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect an Executive Board of three Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

6.04 Removal of Directors.

Notwithstanding any provision of this Declaration or any other Association Document to the contrary, the Owners, by a sixty-seven (67%) percent vote of all Memberships represented and entitled to vote at any meeting at which a quorum is present, may remove any Director, with or without cause, other than a Director appointed by Declarant during the Declarant Control Period.

ARTICLE VII ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01 Obligations for Assessments.

(a) Each Owner, by accepting a deed to a Unit (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to Association all:

- (i) General Assessments;
- (ii) Special Assessments;
- (iii) Default Assessments; and
- (iv) other charges,

that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Declaration or any other Association Document.

(b) Notwithstanding the definition of the term "Owner":

(i) a Person who acquires a Unit in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date of the foreclosure sale; and

(ii) a Person who acquires a Unit by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date on which the Owner of the unit executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element or any Association Property or by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.02 Elevator Assessments.

Unit owners located in buildings with elevators shall be subject to a separate assessments for the cost of operating and maintaining and a reserve for elevator repairs.

7.03 Shares of Common Expenses.

(a) Except as otherwise set forth in this Declaration, the Association's Common Expenses shall be allocated among the Units as set forth in this Section 7.02. The Share of Common Expenses allocated to a Unit shall be expressed as a percentage and calculated in accordance with the following formula:

$$\text{Share of Common Expenses} = \frac{\left(\frac{\text{Area of the Unit}}{\text{Total Area in all units}} \right)}{\text{(Total Area in all units)}} \times 100$$

(b) The Share of Common Expenses attributable to the initial 132 Units of the Condominium are set forth on Exhibit C attached hereto and made a part hereof.

(c) If any Units are added to or withdrawn from the Condominium, the Shares of Common Expenses for all Units within the Condominium after such addition or withdrawal shall be recalculated in accordance with the formula set forth in paragraph 7.02(a) above.

(d) Until the Association levies an Assessment, Declarant shall pay all Common Expenses.

7.04 Budgets.

(a) Prior to the first levy of a General Assessment, and thereafter on or before October 1 of each calendar year, the Executive Board shall adopt a proposed annual budget for the Association for the following calendar year that sets forth:

(i) the Executive Board's estimates of Common Expenses for the next calendar year;

(ii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through General Assessments; and

(iii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through Special Assessments.

(b) Within thirty days after adopting a proposed annual budget, the Executive Board shall deliver a summary of the proposed annual budget to the Owners and set a date for a meeting of the Owners to consider ratification of the proposed annual budget. The date of such meeting shall not be less than fourteen days nor more than thirty days after the delivery of the summary of the proposed annual budget to the Owners. Unless at that meeting a majority of the votes allocated to all Memberships rejects the proposed annual budget, the proposed annual budget shall be deemed ratified, whether or not a quorum is present. If the proposed annual budget is rejected, the annual budget last ratified by the Owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent annual budget proposed by the Executive Board.

(c) If the Executive Board deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under paragraph 7.03(b) above, the Executive Board may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than fourteen days nor more than sixty days after the delivery of the summary of the proposed amendment. Unless at that meeting a majority of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed amendment, the proposed amendment shall be deemed ratified.

7.05 General Assessments.

(a) After the Owners ratify an annual budget pursuant to paragraph 7.03(b) above, the Association shall levy an assessment for Common Expenses (a "General Assessment") on each Unit. The amount of the General Assessment levied against a Unit shall equal the product obtained by multiplying:

(i) the amount set forth in the annual budget ratified by the Owners as the amount of Common Expenses to be raised by General Assessments, by

(ii) that Unit's Share of Common Expenses.

(b) The Owners shall pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(c) If the Owners ratify an amendment to the General Assessment portion of an annual budget pursuant to paragraph 7.03(c) above, the amount of the General Assessment levied against each Unit shall be adjusted accordingly, as shall the amount of each Owner's periodic installments.

(d) If the Owners fail to ratify an annual budget for any calendar year prior to January 1 of that calendar year, the Owners shall continue to pay periodic installments of the General Assessment to the Association at the rate payable during the prior calendar year until such time as the Owners ratify a new annual budget for the then current calendar year. Once the Owners ratify a new annual budget, the Association shall levy against each Unit the General Assessment for the then current calendar year and each Owner's periodic installments shall be adjusted as necessary to pay the new General Assessment in equal periodic installments over the remainder of such calendar year, giving the Owners credit, in such manner as the Executive Board deems necessary or appropriate, for any installments that the Owners have previously paid to the Association during such calendar year.

(e) The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of an Owner's liability for the Share of Common Expenses allocated to such Owner's Unit.

7.06 Special Assessments.

(a) The Assessments that the Association may levy pursuant to this Section 7.06 are referred to in this Declaration as "Special Assessments."

(b) Notwithstanding anything to the contrary contained in Section 7.05 above, if any Common Expense is attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element, the Association may levy an Assessment for such Common Expense against the Units to which that Limited Common Element is assigned, equally, in proportion to the Shares of Common Expenses attributable to those Units or in any other equitable proportion as the Association reasonably deems appropriate.

(c) Notwithstanding anything to the contrary contained in Section 7.05 above, if any Common Expense or portion thereof benefits fewer than all of the Units, the Association may levy an Assessment for such Common Expense against the Units benefited thereby equally, in proportion to the Shares of Common Expenses attributable to those Units or in any other equitable proportions as the Association reasonably deems appropriate.

(d) Each Special Assessment levied against any Unit shall be shown on an annual budget, or an amendment to an annual budget, ratified by the Owners pursuant to Section 7.04 above and shall be paid as and when required by the Association.

7.07 Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by:

- (i) the negligence or misconduct of an Owner or an Owner's Guest; or
- (ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's Guest,

the Association may levy an Assessment for such Common Expense against such Owner's Unit. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any covenant or condition of any Association Document are each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, ratified by the Owners pursuant to Section 7.43 above.

(c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Units against which Default Assessments have been levied shall pay such Default Assessments as and when required by the Association.

7.08 Assignment of Assessments.

The Association shall have an unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Memberships present at a meeting at which a quorum is present.

7.09 Assessment Lien.

(a) The Association shall have a lien on each Unit for any Assessment levied against that Unit and any fines, late charges, penalties, interest and attorneys' fees, disbursements and costs of collection imposed against its Owner under any Association Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien shall secure each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Unit, except:

(i) liens and encumbrances recorded prior to the recordation of this Declaration;

(ii) a Deed of Trust which was recorded before the date on which the Assessment sought to be enforced became delinquent; and

(iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

(c) The Association may perfect and preserve its Assessment Lien by the giving and recording of notice as required by the Act.

(d) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within three years after the full amount of the Assessment secured thereby becomes due.

(e) This Section 7.08 does not prohibit actions or suits to recover sums secured by an Assessment Lien or to prohibit the Association from taking a deed in lieu of foreclosure.

(f) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(g) An Assessment Lien may be enforced as provided by the Act.

7.010 Estoppel Certificates: Notices to Mortgagees.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within twenty (20) calendar days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert the priority of its Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

(b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by the First Mortgagee, the Association shall report to the First Mortgagee any unpaid Assessments levied against such Unit that remain unpaid for more than sixty days after the same shall have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, the First Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

7.11 Reserve Fund.

(a) The Association shall have the right to maintain a reserve fund for Common Expenses. The reserve fund will be funded as follows. At the closing of the sale of a Unit by Declarant to a Purchaser, the Purchaser shall pay to the Association an amount equal to 25 percent of the Association's estimate of Common Expenses of a Unit for the fiscal year in which the sale of the Unit occurs. Thereafter, the Association may increase the reserve fund or replace funds withdrawn from the reserve fund with funds collected through Assessments.

(b) Payments by Purchasers to the Association at closings under paragraph 7.11(a) above shall not be credited against, or relieve Purchasers from, their obligation to pay Assessments levied against Units by the Association.

(c) Upon the sale of a Unit from one Owner to another, the Association shall not be obligated to return to the transferor any funds held in reserve, but the transferor shall be entitled to an appropriate credit from its transferee.

ARTICLE VIII
UTILITY AND OTHER SERVICES

8.01 Water. Sewer. Gas. Cable Television. Trash Removal and Snow Removal Services.

(a) The Association shall be responsible for obtaining water, sewer, cable television, trash removal and snow removal services for all portions of the Condominium.

(b) The Association shall be responsible for obtaining gas for the Community Room only.

(c) Common Expenses incurred by the Association for water, sewer, gas, trash removal and snow removal services shall be allocated among the Units in accordance with the Units' respective Shares of Common Expenses, without regard to individual Unit usage.

8.02 Electric and Telephone Services.

(a) The Owner of a Unit shall be responsible for obtaining electric, telephone services, and cable television for its Unit and the Limited Common Elements designed to serve only its Unit and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith directly to the utility company providing the same.

(b) The Association shall be responsible for obtaining electric and telephone services for the General Common Elements. Common Expenses incurred by the Association for such electric and telephone services shall be allocated among the Units in accordance with the Units' respective Shares of Common Expenses, without regard to individual Unit usage.

ARTICLE IX
MAINTENANCE OF COMMON ELEMENTS AND UNITS

9.01 Maintenance of Common Elements.

Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain the Common Elements and the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate the Common Elements as it deems necessary or appropriate. In addition, the Association shall ensure that all interior Common Elements are sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium. In this regard the Association may:

(a) construct, modify, add to, repair, replace or renovate any improvements that are located on or constitute a part of any Common Element;

(b) plant and replace trees, shrubs and other vegetation on any Common Element;

- (c) place, maintain and replace signs upon any Common Element;
- (d) adopt and enforce Rules and Regulations regulating the use of Common Elements; and
- (e) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage or regulate the use of the Common Elements.

9.02 Maintenance of Units.

Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein), and the Limited Common Elements assigned solely to its Unit, other than those Limited Common Elements which the Association chooses to maintain for reasons of uniformity or structural considerations. Without limiting the generality of the foregoing the Association may maintain and repair decks, porches and patios even if appurtenant to only a single Unit. All costs incurred by the Association in connection with any such maintenance or repair shall be charged to the Owners as Special Assessments in accordance with Section 7.05 above.

9.03 Mechanic's Liens and Indemnification.

No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner shall be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same, or against Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Elements or any Association Property for construction performed or for labor, materials, services or supplies incorporated in the Owner's Unit at the Owner's request.

ARTICLE X COVENANTS, CONDITIONS AND RESTRICTIONS

10.01 Applicability of Covenants, Conditions and Restrictions.

Except as otherwise provided herein, the covenants, conditions and restrictions set forth in this Article X shall apply to all Units and Common Elements.

10.02 Association Documents.

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Association Documents that apply to the Owner or the Owner's Units.

10.03 Notice of Conveyance, Assignment or Encumbrance.

(a) Promptly after a conveyance of a fee simple interest in a Unit or portion thereof, the grantee shall furnish a copy of the conveyance deed to the Association.

(b) Promptly after an encumbrance of a fee simple interest in a Unit or portion thereof, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance.

10.04 Use of Units.

(a) Except as otherwise expressly permitted by this Declaration, an Owner may use its Unit only as a permanent residence for itself and its Guests. No Owner shall lease its Unit for a term shorter than one (1) year without the prior written consent of the Association. No Owner shall conduct any business, profession, occupation or trade from its Unit.

(b) Notwithstanding the restrictions set forth in paragraph 10.04(a) above:

(i) an Owner may use its Unit as its private office, on the condition that the Owner does not invite others to its Unit to conduct business; and

(ii) the Association and, during the Declarant Control Period, Declarant may use one Unit owned or leased by it as a management office, or a combined management office and residence for a resident manager, for the Condominium;

10.05 Use of Common Elements.

All Owners and their Guests may use the General Common Elements and the Limited Common Elements designed to serve their Units for the purposes for which such Common Elements are intended. Notwithstanding the preceding sentence, neither an Owner nor a Guest may use any Common Element in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Element or to act in a manner not in accordance with the terms and conditions of this Declaration, inclusive of Section 10.07. In addition, Owners, residents or guests of the non-platted Property and Additional Property which Declarant elects to develop but elects to not include as a phase of the Condominium as shown on the plat(s) shall still, if elected by the Declarant, have the right to have usage of the Common area roadways and facilities.

10.06 Alterations.

(a) Except as otherwise expressly provided in this Declaration, an Owner of a Unit may not make any improvement or alteration to a General Common Element or any improvement or alteration to its Unit that affects any General Common Element, Limited Common Element or any other Unit, without the prior written consent of the Association.

(b) Notwithstanding paragraph 10.06(a) above, an Owner who owns adjoining Units may with the prior written consent of the Association not to be unreasonably withheld or delayed remove or alter any intervening partition, even if the partition in whole or in part is a General Common Element, if those acts do not impair the structural integrity, electrical systems, mechanical systems or fire protection systems or lessen the support of any portion of the Condominium.

(c) No unit owner shall perform any construction, alteration, installation or other work which requires penetration of any wall past the interior drywall or sheetrock that is affecting the exterior surface of any existing Improvement nor shall they make any structural alteration to the interior of the unit, except as required or approved by the Association Review Board as hereinafter provided in Article XI of this Declaration and then only in strict accordance with the terms and conditions of said Design Review Board.

(d) Without limiting the generality of paragraphs 10.06(a) through (c) above, an Owner of a Unit may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture that either:

- (i) protrudes beyond the boundaries of the Owner's Unit; or
- (ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned to solely the Owner's Unit).

(e) The Association shall perform or make, or cause to be performed or made, any Improvement, construction, alteration, installation or other work on, to or affecting the exterior of any Improvement on the Property which the Association requires, in writing, be performed or made.

10.07 Nuisances, Hazardous Activities and Unsightliness.

(a) No Person shall conduct any activity on the Property which creates a nuisance. Without limiting the generality of the foregoing:

(i) no lights shall be emitted that are unreasonably bright or cause unreasonable glare;

(ii) no sound shall be emitted that is unreasonably loud or annoying; /
and

(iii) no odor shall be emitted that is unreasonably offensive.

(b) No Person shall conduct any activity on the Property which is or might be hazardous to any Person or property. Without limited the generality of the foregoing:

(i) no open fires shall be allowed to exist, unless contained in a barbecue grill in locations installed or approved by the Association;

(ii) no firearms may be discharged; and

(iii) no hunting may be conducted.

(c) No unsightliness shall be permitted at the Property. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the Executive Board; and

(ii) all garbage shall be stored in accordance with the terms and conditions of Section 10.13 below.

10.08 Signs.

(a) No signs whatsoever, other than those which are General Common Elements, shall be erected or maintained on the Property, except:

(i) signs required by legal proceedings; and

(ii) such other signs as may have been permitted or approved by the Executive Board.

(b) Without limiting the generality of paragraph 10.08(a) above, no "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit.

10.09 Compliance with Laws.

Nothing shall be done or kept at the Property in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority.

10.10 Compliance with Insurance.

Except as may be approved in writing by the Association, nothing shall be done or kept at the Property that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance.

10.11 Restriction on Subdivision, Rezoning and Timesharing.

(a) No Unit may be subdivided, unless the subdivision has been approved by the Declarant, the Design Review Board and 100 percent of the votes in the Association.

(b) No application for rezoning any portion of the Property, and no applications for variances or use permits, shall be filed with any governmental or quasi-governmental authority, unless the proposed rezoning has been approved by the Declarant, the

Design Review Board and 100 percent of the votes in the Association and the uses that would be permitted under the rezoning comply with this Declaration and the other Association Documents.

(c) No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan or similar plan.

10.12 Vehicles and Parking.

(a) No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Property.

(b) No motor vehicle shall be restored, repaired or serviced at the Property.

(c) Each Owner shall park its vehicles, and shall cause its guests to park their vehicles, in the Owner's unit designated space as shown on the Condominium Plat or in the area designated on the plat as common parking in the General Common Element.

(d) An Owner may not park its vehicles, and shall not permit its Guests to park their vehicles, in or on any street or road, or on the shoulder of any street or road located at, on or adjacent to the Property.

(e) No wrecked or unlicensed vehicles shall be stored on Property. All vehicles located on the Property must be in street legal and running condition.

10.13 Trash, Garbage and Other Waste Materials.

All trash, garbage and other waste materials removed from a Unit shall be placed in covered sanitary containers within enclosed structures provided by the Association. Owners shall not, and shall not permit their Guests to litter or store trash outside their Unit in any other container, inclusive of any limited Common Elements Areas such as decks or patios. No burning of trash, garbage or other waste materials will be permitted at the Property.

10.14 Exterior Storage.

No Owner shall store any materials or items on or in any Common Element, other than those Common Elements specifically designed for that purpose, and then only in strict accordance with the terms and conditions of the Association Documents. Decks or patio areas shall not be used for any storage.

10.15 Animals.

The maintenance, keeping, boarding and/or raising of animals of any kind, regardless of number, shall be and is prohibited within the Property, except that each Owner may keep not more than two (2) small, orderly domestic pet under 35 pounds each (e.g., dog, cat or caged bird) in the Owner's Unit, or such larger number as the Association may approve in writing. Any such

pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon notice by the Association. Pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet upon any portion of the Property shall indemnify and hold the Association, each Owner and Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and inoculated.

ARTICLE XI DESIGN REVIEW

11.01 Design Review Board.

(a) The Declarant or Association may form a Design Review Board so constituted as, from time to time, it deems appropriate which shall have the powers as hereinafter provided.

11.02 Design Review Board Approval and Control.

- (a) No Owner may:
- (i) perform any earth movement, vegetation removal, paving drainage modification;
 - (ii) construct any building, structure or other improvement;
 - (iii) subject to paragraph 11.02(c) below, make any physical or cosmetic alteration or modification to existing buildings, structures or improvements;
 - (iv) install or alter on any building, structure or other improve any exterior signage or any interior signage that is visible from outside the building, structure or improvement;
 - (v) install any window treatments that are visible from the exterior which is not white or ivory;
 - (vi) install or alter any landscaping or exterior furniture, fixtures, equipment or art;
 - (vii) change the exterior appearance of the Property; or
 - (viii) install any satellite dish except with approval of the Design Review Board. In addition, said approval, if granted, shall restrict the location of the satellite dish to a location designated by the Design Review Board and only through the existing cable box.

within the Condominium, without the prior written consent of the Design Review Board.

(b) If the Design Review Board fails to respond to a request for its consent within sixty (60) days after its receipt of such request, the Design Review Board shall be deemed to have granted its consent to the actions described in such request. The decisions of the Design Review Board shall be conclusive and binding on all interested parties.

(c) Except as specifically set forth in this Declaration, improvements, alterations, modifications, installations, furniture and fixtures that:

- (i) are completely within a building, structure or improvement; and
- (ii) do not change the exterior appearance of a building, structural integrity of any building and are not visible from the outside of a building, structure or improvement; and
- (iii) do not change the number of Units, within the building, structure or other improvement,

may be undertaken without Design Review Board consent, but are subject to all other conditions and restrictions contained in this Declaration.

(d) Each Owner shall comply with the rules and regulations of the Design Review Board, as the same may be amended from time to time by the Design Review Board.

(e) The Design Review Board or its designated representative may monitor any approved project to the extent required to ensure that the construction or work on such project complies with any and all approved plans and construction procedures. The Design Review Board or its designated representatives may enter upon any Unit at any reasonable time or times to inspect the progress, work status or completion of any project. The Design Review Board may withdraw approval of any project and require all activity at such project to be stopped, if deviations from the approved plan or approved construction practices are not corrected or reconciled within twenty-four hours after written notification to the Owner specifying such deviations.

(f) The Design Review Board may, as a condition to any consent or approval, require an Owner to enter into a written agreement with the Declarant containing such covenants, conditions and restrictions as the Design Review Board deems necessary or appropriate, including penalties for failures to comply.

11.03 Enforcement of Restrictions.

(a) If an Owner violates any term or condition set forth in this Article XI or in the rules and regulations of the Design Review Board, the Association shall have the following rights and remedies:

(i) The Association may, by written notice to the Owner, revoke any approval previously granted to the Owner by the Design Review Board, in which event the Owner shall, upon receipt of such notice, immediately cease any construction, alteration or landscaping covered by the approval so revoked.

(ii) The Association may, but is not obligated to, enter upon the Owner's Unit and cure such violation at the Owner's sole cost and expense. If the Association cures any such violation, the Owner shall pay the Association the amount of all costs and expenses incurred by the Declarant or Association in connection therewith within thirty (30) days after the Owner receives an invoice therefor from the Association. The Association shall have a lien against the Owner's Unit for the amount of any costs and expenses incurred by the Declarant or Association under this paragraph 11.03(a)(ii). This lien may be perfected by recording a notice in the Monongalia County Records.

(iii) The Association may sue the Owner to enjoin such violation.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

(b) The Association may delegate any of its rights under paragraph 11.03(a) above to the Design Review Board.

11.04 Fees.

The Design Review Board may establish reasonable processing and review fees for considering any requests for approvals submitted to it, which fees shall be paid at the time the request for approval is submitted. The Design Review Board may also establish a requirement for the escrowing of funds in an amount sufficient to guarantee completion of proposed alterations or improvements, landscaping or other finish work included as a part of construction plans which have been presented to or approved by the Design Review Board, if such requirement is not imposed by a governmental or quasi-governmental authority for that purpose.

11.05 Lapse of Approval.

Any approval issued by the Design Review Board shall lapse and become void in accordance with the terms and conditions of the rules and regulations adopted by the Design Review Board and the terms and conditions of any consents, approvals or permits issued by the Design Review Board. In addition, an approval issued by the Design Review Board for a project will lapse and become void if any building permit or approval issued by a governmental or quasi-governmental entity for the same project lapses or is revoked or suspended.

11.06 Liability.

Neither the Association, the Design Review Board nor any of their respective officers, directors, employees or agents shall be responsible or liable for any defects, errors or omissions in any plans or specifications submitted, reviewed or approved under this Article XI, nor for any defects, errors or omissions in construction pursuant to such plans and specifications. A consent or approval issued by the Design Review Board means only that the Design Review Board believes that the construction, alteration, installation or other work for which the consent or approval was requested complies with the rules and regulations adopted by the Design Review Board and the Association. No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby (a) complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-governmental authority, (b) is free from defects, errors or omissions or (c) lies within the boundaries of the Property. No consent, approval or permit issued by the Design Review Board shall relieve Owners or others of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental or quasi-governmental authorities.

ARTICLE XII EASEMENTS AND RESERVATIONS

12.01 Declarant Easements Over Common Elements.

(a) Declarant hereby reserves for itself, its successors and assigns a non-exclusive general easement over, across, through and under the Common Elements to:

- (i) discharge Declarant's obligations under this Declaration;
- (ii) exercise any of Declarant's rights under this Declaration; and
- (iii) make-improvements at the Property or the Additional Property for the benefit of any other real estate owned by Declarant, its successor or assigns.

(b) Declarant hereby reserves for itself, its successors and assigns, the right to:

(i) establish from time to time utility and other easements, permits or licenses over, across, through and under the Common Elements for ingress or egress for vehicular or pedestrian traffic to serve portions of the Property, Additional Property or ~~other property owned by Declarant, and~~

(ii) create other reservations, exceptions and exclusions for the best interest of the Association.

(iii) create easements for the benefit of the owners and residents of portions of the Additional Property which the Declarant elects not to make subject to the Declaration and develops in another form.

(c) In addition, until such time as Declarant adds as additional phases for any portion of the Property or Additional Property to the Condominium, Declarant shall have whatever easements as are reasonably necessary or desirable across the Property or Additional Property for access to and utility services for the Property or Additional Property as Declarant deems necessary.

12.02 Utility Easement.

(a) Subject to the terms and conditions of this Declaration and all other Association Documents, Declarant hereby creates a general easement over, across, through and under the Property for ingress to; egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portions thereof. The Association may, but is not obligated to, authorize the release of portions of the general easement created pursuant to this Section 12.02 upon the request of any Owner showing good cause therefor.

(b) Pursuant to this easement, a utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires; circuits and conduits on, in and under the roofs and exterior walls of Improvements to provide service to the Units or the Common Elements. Notwithstanding anything to the contrary contained in this Section 12.02, no sewers, electrical lines, water lines or other utilities or service lines may be installed or relocated on any portion of the Property, except in accordance with terms and conditions of Article 11 of this Declaration. Any utility or service company using this general easement shall use its best efforts to install, repair, replace and maintain its lines and systems without disturbing the uses of Owners, the Association, Declarant and other utility and service companies. In addition, such utility or service company shall keep utility and service lines owned by it on the Property in good order and condition and shall repair and replace any damage done by it or its contractor to the Property.

(c) If any utility or service company furnishing utilities or services to the Property, or any portion thereof, requests a specific easement by separate recordable document, the Association shall have the right and authority, but not the obligation, to grant such easement over, across, through and under any portion of the Property.

12.03 Association's Easements.

(a) The Association shall have a general easement over, across, through and under each Unit and each Common Element to:

(i) exercise any right held by the Association under this Declaration or any other Association Document; and

(ii) perform an obligation imposed upon the Association by this Declaration or any other Association Document.

(b) Notwithstanding the foregoing, the Association shall not enter any Unit under the easements described in paragraph 12.03 (a) above without reasonable prior notice to the Owner thereof, except in cases of emergency.

12.04 Easements for Encroachments.

To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, an easement shall exist for that encroachment, but such easement shall not relieve an Owner of liability in the case of willful misconduct.

12.05 Emergency Access Easement.

Declarant hereby grants a general easement to all police, sheriff, private security, protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

12.06 Recorded Easements and Licenses.

The Property shall be subject to all easements and licenses as shown on any recorded maps or plats affecting the Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set for on Exhibit D attached hereto. In addition, the Property is subject to all easements hereinafter created or permitted by this declaration.

12.07 Temporary Access to the Condominium

Due to construction of major roadways in the area, the initial means of access to the condominium shall be a temporary route, to be terminated when the use of the planned permanent access route is practically feasible. The temporary access shall be provided by way of Maple Drive, a public way, and thereafter by way of Poultry Farm Road, and finally through a forty (40') foot wide right-of-way (such right-of-way described in Deed Book No. 1329, Page No. 142, Office of the Clerk of the County Commission of Monongalia County, West Virginia). This temporary right of access shall terminate and become null and void and without force and effect upon Declarant's recordation of the permanent route of ingress, egress and regress as set forth on Exhibit B.

ARTICLE XIII
INSURANCE

13.01 Insurance Required To Be Obtained By the Association.

The Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act and any additional insurance that the Executive Board deems necessary.

13.02 Casualty Insurance for Improvements.

(a) The Association shall obtain and maintain casualty insurance for all Improvements located on or forming a part of the Common Elements, including, without limitation, the structural and mechanical components serving the Units, in accordance with the requirements set forth in Section 13.01 above.

(b) Owners shall be responsible for obtaining and maintaining any casualty insurance that they desire for Improvements located in or forming a part of their Units, and for any fixtures, furnishings and equipment, other than fixtures and equipment that are part of the Common Elements, located within their Units.

13.03 Adjustments.

Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds for any such loss shall be paid in accordance with the terms and conditions of the Act.

ARTICLE XIV
CASUALTY

14.01 Casualty to Common Elements.

The Association shall respond to any damage to, or destruction of any Common Elements in accordance with the terms and conditions of the Act.

14.02 Casualty to a Unit.

To the extent that the Association is not obligated to make any such repairs or replacements, each Owner of a Unit shall repair or replace any damage to or destruction to the interior of his Unit, as soon as is reasonably practical after such damage or destruction occurs

ARTICLE XV
CONDEMNATION

15.01 Condemnation of all Units.

If the entire Condominium is taken by condemnation or similar proceeding, the Condominium shall terminate as of the date of the taking and any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association in accordance with the terms and conditions of the Act.

15.02 Condemnation of Fewer Than All Units.

If one or more Units, but less than the entire Condominium, is taken by condemnation or similar proceeding:

- (a) any condemnation award payable in connection therewith shall be paid;
- (b) the Interest in General Common Elements appurtenant to those Units shall be reallocated; and
- (c) the Shares of Common Expenses allocated to those Units shall be reallocated, in accordance with the terms and conditions of the Act.

15.03 Condemnation of Common Elements.

(a) If any Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and used by the Association:

(i) first, to repair any damage to Common Elements resulting from the condemnation or similar taking; and

(ii) second, for any other Common Expenses.

(b) The Association shall not be required to pay all or any portion of condemnation award received for the condemnation or similar taking of a Limited Common Element to the Owners of the Units served by such Limited Common Element, unless the Association deems it necessary or appropriate to do so.

ARTICLE XVI SPECIAL DECLARANT RIGHTS/EXEMPTIONS

16.01 Improvements.

Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct:

(a) any improvements shown on the Map(s), as the same may be amended from time to time; and

(b) any other buildings, structures or improvements that Declarant desires to construct on the Property, the Additional Property or any other real estate owned by Declarant, whether or not the same ever become part of the Condominium.

(c) the erection or maintenance of temporary structures, trailers, improvements, or signs necessary or convenient to the development, construction, marketing or sale of Property or Additional Property within or adjacent to the Condominium.

16.02 Development Rights.

(a) Declarant hereby reserves for itself, its successors and assigns:

(i) the right to amend this Declaration to add additional phases of the Property or Additional Property to the Condominium;

(ii) the right to amend this Declaration to create up to 800 additional Units and certain additional Common Elements on all or any portion of the Property or the Additional Property.

(iii) the right to subdivide any Unit owned by Declarant;

(iv) the right to combine any Units owned by Declarant;

(v) the right to convert any Unit owned by Declarant into Common Elements;

(vi) the right to withdraw from the Condominium any real estate owned by Declarant and located within the Property prior to the conveyance of a Unit located within the Property to a Purchaser and, after the addition of any portion of the Additional Property or other real property to the Condominium, the right to withdraw any real estate owned by Declarant and located within such portion at any time prior to the conveyance of a Unit located in such portion to a Purchaser.

(vii) all rights granted to Declarant in § 2-122 of the Act.

(b) In exercising any development right reserved hereunder, Declarant shall execute and record an amendment to this Declaration in accordance with the requirements of the Act.

16.03 Sales Offices and Model Unit.

Declarant hereby reserves for itself; its successors and assigns the right to maintain sales offices, management offices and models within any Unit(s) owned or leased by Declarant as well as the right to locate said offices in the Common Elements. Declarant also reserves for itself, its successors and assigns the right to construct and maintain signs advertising the Condominium or any portion of the Property or Additional Property not subject to this Declaration on any and all Common Elements or Other Property of the Declarant.

16.04 Merger.

Declarant hereby reserves for itself and its successors and assigns the right to merge or consolidate the Condominium with any other condominium.

16.05 Alternative Development of the Additional Property.

Declarant reserves for itself and its successors and assigns the right to develop all or any portion of the Property or Additional Property in an alternative form not subject to this Declaration (Alternative Development) and shall have the right to, grant the owners, residents

and guest of the Alternative Development rights of use of portions of the General Common Elements. The use of the following portions of the General Common Elements may be shared with the owners and residents of the Alternative Development: community room, swimming pool, car wash area, streets, roads, driveways, sidewalks, walkways, trails, paths and any General Common Element designed for foot, bicycle and automobile transit (the "Shared Common Elements").

The proportion of expenses to be shared by the owners of the portions of the Alternative Development which shall share in the use of the Shared Common Elements shall be directly related to the total square footage of living area of residential units in those portions of the Alternative Development. The formula for the sharing of expenses shall be as follows: (1) the sum of the square footage of all of the living area of all units in the Alternative Development sharing in the use of the Shared Common Elements; (2) divided by the following sum: the square footage of living area of all units of the Alternative Development sharing in the use of the Shared Common Elements plus the living area of all units in the Condominium; (3) which division yields a percentage to be known as the Expense Factor; (4) the Expense Factor is then multiplied by the applicable line items in yearly common expense budget for the Shared Common Elements of the Condominium to which the tenants and guests of the Alternative Development have access and the right of use; (5) which determines the share of such expenses to be paid by the owner(s) of the Alternative Development.

Formula:

The sum of square footage of
living area in the Alternative
Development

The sum of square footage of
living area in the Alternative
Development + sum of square
footage of living area in
the Condominium

= Expense Factor x Applicable Common Expense = share paid by Alternate Development owner(s)

Example for illustrative purposes only:

Total of living area of Alternative Development: 10,000 square feet
Total of living area of Condominium: 5,000 square feet

Alternate Development living area (10,000 square feet) divided by combined Alternate Development and Condominium living area (15,000 square feet) = 66.33% Expense Factor

Common Expense for Shared Common Elements of \$1,000.00 multiplied by Expense Factor = \$663.30 to be paid by owner(s) of the Alternate Development

The Association shall establish separate line items in its annual budget for those categories for which it shall seek reimbursement or payment from the owner(s) of the Alternative Development. Further, the Association shall make available to the owner(s) of the Alternative Development supporting data and work sheets demonstrating the computation of each line item. The Association shall consult with the owners of the Alternative Development and obtain their agreement and consent as to the cost each year to be established for each of the relevant line items of the annual budget, which consent and approval shall not be unreasonably withheld. Payment shall be made prospectively for the use of the Shared Common Elements.

As used herein "Common Expense" shall mean any and all actual expenses or cost incurred and relating, in any way to the operation, maintenance, repair, insurance and administration of the Common Elements (including any reserves and a reasonable allocation of the overhead, management, fees, and other general expenses of the Association reasonably attributable to the Shared Common Elements).

The sums of applicable living areas may be prorated in order to reflect the completion of additional square footage in the Alternate Development or Condominium during any annual period.

16.06 Exercising Special Declarant Rights.

Declarant may exercise its Special Declarant Rights at any time prior to the date that is twenty-five years after the date on which this Declaration is recorded in the Monongalia County Records. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Property or the Additional Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property or the Additional Property, or the Alternative Development. Notwithstanding anything else to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article XVI and any other right reserved to Declarant in this Declaration, without the consent of the Association or of any of the Owners.

16.07 Interference with Special Declarant Rights.

Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 16.06 shall be null and void, and have no force or effect.

16.08 Rights Transferable.

Declarant may transfer any Special Declarant Right reserved to it under this Article XVI or under any other provision of this Declaration in accordance with the terms and conditions of the Act.

ARTICLE XVII
MORTGAGEE PROTECTIONS

17.01 Benefit of Mortgagees.

This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of; any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

17.02 Notice of Actions.

If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and
- (e) any judgment rendered against the Association.

17.03 Consent Required.

Notwithstanding anything to the contrary contained in this Declaration, and unless otherwise provided by the Act, the Association and the Owners may not take any of the following actions without the consent of 67 percent of the First Mortgagees (based on one vote for each Unit covered by a First Mortgage held):

- (a) by act or omission seek to abandon or terminate the Condominium, except after condemnation or substantial casualty;
- (b) except as provided herein for condemnation, casualty, and the exercise of Special Declarant Rights, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;
- (c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;
- (d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers);
- (e) use hazard insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of the Common Elements except as provided by the Act; or
- (f) merge the Condominium with any other common interest community, except as permitted with respect to Special Declarant Rights.

17.04 Notice of Objection.

Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

17.05 First Mortgagees' Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) First Mortgagees shall be entitled to cure any delinquency of the Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

17.06 Limitations on First Mortgagee's Rights.

No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Executive Board;

(b) prevent the Association or the Executive Board from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of the Article XII above.

17.07 Declarant Rights.

No provision or requirement of this Article XVII shall apply to any Special Declarant Rights or other rights reserved to Declarant in this Declaration.

ARTICLE XVIII
ENFORCEMENT AND REMEDIES

18.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by Declarant or the Association by:

(i) a proceeding for injunctive relief;

(ii) a suit or action to recover damages; or

(iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in paragraph 18.01(b) above, if an Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$500 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefor from the Association.

(iii) With respect to an Owner's failure to pay an installment of Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

18.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

18.03 Interest.

If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of 18 percent per annum from the due date of such unpaid amount until the date paid.

18.04 Right to Notice and Hearing.

Whenever an Association document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Executive Board or a committee or officer of the Association) shall give notice of the proposed action to all Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally, sent by overnight courier or mailed not less than three days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing to be held before the Executive Board or a committee or an officer of the Association. At the hearing, the representative, may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of a proposing party other than the Executive Board by filing a written notice of appeal with the Executive Board within ten days after being notified of the decision. The Executive Board shall conduct a hearing within forty-five days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

18.05 Nonwaiver.

Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or in any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XIX
TERM AND AMENDMENTS

19.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until the Declaration is terminated pursuant to Section 19.02 below.

19.02 Termination.

Subject to the rights of Mortgagees under Article XVII above, the Owners may terminate the Condominium and this Declaration, by the vote of 80 percent of the votes allocated to all Memberships. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Monongalia County Records, the Condominium shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved. Notwithstanding the foregoing, the Owners may not terminate the Condominium during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

19.03 Amendments.

(a) Except for provisions of this Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, Owners may amend any provision of this Declaration at any time by a vote of at least seventy-five (75%) percent of the votes allocated to all Memberships. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Monongalia County Records in accordance with the terms and conditions of the Act. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

Notwithstanding the foregoing:

- a. the consent of *all* Unit owners shall be required for any amendment effecting a change in:
 - (i) the boundaries of any Unit;
 - (ii) a Unit's percentage interest in the Common Areas or a Unit's share of the liability of common expenses;
 - (iii) a Unit owner's voting power; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted.

(b) Notwithstanding the terms and conditions of paragraph 19.03(a) above, Declarant may amend this Declaration as expressly provided herein, without the approval of the Owners. Further, the Declarant has reserved the right and power, for a period of three years from the date of the filing of the Declaration, to amend the Condominium organizational documents at Declarant's sole discretion, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency.

ARTICLE XX MISCELLANEOUS

20.01 Interpretation of the Declaration.

Except for judicial construction, the Association, by its Executive Board and where applicable, the Declarant, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

20.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

20.03 Disclaimer of Representations.

Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Condominium can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that if such land is once used for a particular use, that such use will continue in effect.

20.04 Reference to Declaration and Deeds.

Deeds to and instruments affecting any Unit or any other part of the Condominium may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions,

restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

20.05 Successors and Assigns of Declarant.

Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

20.06 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify & or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.07 Exhibits.

All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration.

20.08 Governing Law.

This Declaration shall be governed by and construed in accordance with the law of the State of West Virginia.

20.09 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Suncrest Village Condominium Association
1325 Stewartstown Road
Morgantown, West Virginia 46505

IN WITNESS WHEREOF, Declarant has caused its name to be signed by the signature.
of its duly authorized official as of the day and year first written above.

SUNCREST VILLAGE, LLC,
a West Virginia limited liability company

By: [Signature]
Print Name: Richard A. Biafora
Its: Manager

By: [Signature]
Print Name: Patrick D. Alexander
Its: Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this 13th day of February, 2006,
by Richard A. Biafora, a Manager of Suncrest Village, LLC, a West Virginia limited liability
company, on behalf of said company.



[Signature]
Notary Public
My Commission Expires: April 15, 2012

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this 13th day of February, 2006,
by Patrick D. Alexander, a Manager of Suncrest Village, LLC, a West Virginia limited liability
company, on behalf of said company.



[Signature]
Notary Public
My Commission Expires: April 15, 2012

This Instrument Prepared By:
Stephen K. Shuman, Esquire
Reeder & Shuman
P.O. Box 842, 256 High Street
Morgantown, WV 26507-0842

EXHIBIT A

SURVEY MAP

[illegible][illegible]

6.2
SUI
(FORM)

61-7523	Clt. Rm.
61-7524	Ave. D
61-7525	Chong
61-7526	Clt. Rm.
61-7527	Clt. Rm.
61-7528	Chong
61-7529	Clt. Rm.
61-7530	Ave. D
61-7531	Chong
61-7532	Ave. D
61-7533	Chong
61-7534	Clt. Rm.
61-7535	Ave. D
61-7536	Chong
61-7537	Clt. Rm.
61-7538	Ave. D
61-7539	Chong
61-7540	Clt. Rm.
61-7541	Ave. D
61-7542	Chong
61-7543	Clt. Rm.
61-7544	Ave. D
61-7545	Chong
61-7546	Clt. Rm.
61-7547	Ave. D
61-7548	Chong
61-7549	Clt. Rm.
61-7550	Ave. D
61-7551	Chong
61-7552	Clt. Rm.
61-7553	Ave. D
61-7554	Chong
61-7555	Clt. Rm.
61-7556	Ave. D
61-7557	Chong
61-7558	Clt. Rm.
61-7559	Ave. D
61-7560	Chong
61-7561	Clt. Rm.
61-7562	Ave. D
61-7563	Chong
61-7564	Clt. Rm.
61-7565	Ave. D
61-7566	Chong
61-7567	Clt. Rm.
61-7568	Ave. D
61-7569	Chong
61-7570	Clt. Rm.
61-7571	Ave. D
61-7572	Chong
61-7573	Clt. Rm.
61-7574	Ave. D
61-7575	Chong
61-7576	Clt. Rm.
61-7577	Ave. D
61-7578	Chong
61-7579	Clt. Rm.
61-7580	Ave. D
61-7581	Chong
61-7582	Clt. Rm.
61-7583	Ave. D
61-7584	Chong
61-7585	Clt. Rm.
61-7586	Ave. D
61-7587	Chong
61-7588	Clt. Rm.
61-7589	Ave. D
61-7590	Chong
61-7591	Clt. Rm.
61-7592	Ave. D
61-7593	Chong
61-7594	Clt. Rm.
61-7595	Ave. D
61-7596	Chong
61-7597	Clt. Rm.
61-7598	Ave. D
61-7599	Chong
61-7600	Clt. Rm.

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CITY LANE

ADDITIONAL PROPER
NEED NOT BE BUILT

Plot North (reference DB. 1207 / 79)

SUNCOIL FREEWAY (D)

SUNCOIL VILLAGE, LLC

CIVIL

Y. C. GREEN (PALACE LLC)

DB. 1219 / 42

TA. 4-16

PROPERTY CONTROL

0 100 200 300

<p> <u>Notwithstanding</u> that a 50% <u>reduction</u> in <u>the</u> <u>number</u> of <u>the</u> <u>members</u> of <u>the</u> <u>board</u> of <u>directors</u> of <u>the</u> <u>company</u> <u>shall</u> <u>not</u> <u>be</u> <u>deemed</u> <u>to</u> <u>be</u> <u>a</u> <u>change</u> <u>in</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> 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<u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>as</u> <u>in</u> <u>effect</u> <u>to</u> <u>change</u> <u>the</u> <u>control</u> <u>of</u> <u>the</u> <u>company</u> <u>for</u> <u>the</u> <u>purposes</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> <u>Code</u> <u>of</u> <u>1939</u> <u>in</u> <u>the</u> <u>absence</u> <u>of</u> <u>proof</u> <u>to</u> <u>the</u> <u>contrary</u> <u>in</u> <u>the</u> <u>case</u> <u>of</u> <u>any</u> <u>company</u> <u>the</u> <u>control</u> <u>of</u> <u>which</u> <u>is</u> <u>held</u> <u>by</u> <u>one</u> <u>or</u> <u>more</u> <u>persons</u> <u>who</u> <u>are</u> <u>not</u> <u>qualified</u> <u>to</u> <u>exercise</u> <u>such</u> <u>control</u> <u>under</u> <u>the</u> <u>provisions</u> <u>of</u> <u>section</u> <u>2612</u> <u>of</u> <u>the</u> <u>Internal</u> <u>Revenue</u> 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EXHIBIT B

CONDOMINIUM MAP

EXHIBIT C

ALLOCATED INTERESTS

Suncrest VillageSquare Footage

Bldg. #2700

Bldg. #2600

Bldg. #2500

Unit#	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2711	1,100	.008%	2611	1,100	.008%	2511	1,100	.008%
2712	1,100	.008%	2612	1,100	.008%	2512	1,100	.008%
2713	700	.005%	2613	800	.006%	2513	800	.006%
2714	700	.005%	2614	700	.005%	2514	700	.005%
2715	700	.005%	2615	800	.006%	2515	800	.006%
2716	700	.005%	2616	700	.005%	2516	700	.005%
2717	1,100	.008%	2617	1,100	.008%	2517	1,100	.008%
2718	1,100	.008%	2618	1,100	.008%	2518	1,100	.008%
2721	1,100	.008%	2621	1,100	.008%	2521	1,100	.008%
2722	1,100	.008%	2622	1,100	.008%	2522	1,100	.008%
2723	700	.005%	2623	700	.005%	2623	700	.005%
2724	700	.005%	2624	700	.005%	2524	700	.005%
2725	700	.005%	2625	700	.005%	2525	700	.005%
2726	700	.005%	2626	700	.005%	2526	700	.005%
2727	1,100	.008%	2627	1,100	.008%	2527	1,100	.008%
2728	1,100	.008%	2628	1,100	.008%	2528	1,100	.008%
2731	1,100	.008%	2631	1,100	.008%	2531	1,100	.008%
2732	1,100	.008%	2632	1,100	.008%	2532	1,100	.008%
2733	700	.005%	2633	700	.005%	2533	700	.005%
2734	700	.005%	2634	700	.005%	2534	700	.005%
2735	700	.005%	2635	700	.005%	2535	700	.005%
2736	700	.005%	2636	700	.005%	2536	700	.005%
2737	1,100	.008%	2637	1,100	.008%	2537	1,100	.008%
2738	<u>1,100</u>	.008%	2638	<u>1,100</u>	.008%	2538	<u>1,100</u>	.008%
21,600			21,800			21,800		

Suncrest Village

Bldg. #13

Bedrooms	Unit #	Sq. Footage	Allocated Interest
2 BR	1311	1,100	.008%
2 BR	1312	1,100	.008%
1 BR	1313	800	.006%
1 BR	1314	700	.005%
1 BR	1315	800	.006%
1 BR	1316	700	.005%
2 BR	1317	1,100	.008%
2 BR	1318	1,100	.008%
2 BR	1321	1,100	.008%
2 BR	1322	1,100	.008%
2 BR	1323	1,100	.008%
2 BR	1324	1,100	.008%
3 BR	1325	1,600	.012%
3 BR	1326	1,700	.0125%
2 BR	1331	1,100	.008%
2 BR	1332	1,100	.008%
2 BR	1333	1,100	.008%
2 BR	1334	1,100	.008%
3 BR	1335	1,600	.012%
3 BR	1336	<u>1,700</u>	.0125%

22,800

Square Footage

Bldg. #16

Unit #	Sq. Footage	Allocated Interest
1611	1,100	.008%
1612	1,100	.008%
1613	800	.006%
1614	700	.005%
1615	800	.006%
1616	700	.005%
1617	1,100	.008%
1618	1,100	.008%
1621	1,100	.008%
1622	1,100	.008%
1623	1,100	.008%
1624	1,100	.008%
1625	1,600	.012%
1626	1,700	.0125%
1631	1,100	.008%
1632	1,100	.008%
1633	1,100	.008%
1634	1,100	.008%
1635	1,600	.012%
1636	<u>1,700</u>	.0125%

22,800

First Phase

Bldg. #18

Bedrooms	Unit #	Sq. Footage	Allocated Interest
2 BR	1811	1,100	.008%
2 BR	1812	1,100	.008%
1 BR	1813	800	.006%
1 BR	1814	700	.005%
1 BR	1815	800	.006%
1 BR	1816	700	.005%
2 BR	1817	1,100	.008%
2 BR	1818	1,100	.008%
2 BR	1821	1,100	.008%
2 BR	1822	1,100	.008%
2 BR	1823	1,100	.008%
2 BR	1824	1,100	.008%
3 BR	1825	1,600	.012%
3 BR	1826	1,700	.0125%
2 BR	1831	1,100	.008%
2 BR	1832	1,100	.008%
2 BR	1833	1,100	.008%
2 BR	1834	1,100	.008%
3 BR	1835	1,600	.012%
3 BR	1836	<u>1,700</u>	.0125%

22,800

EXHIBIT D

EASEMENTS AND LICENSES

NONE AS OF THIS DATE

EXHIBIT E

BYLAWS

OF

SUNCREST VILLAGE CONDOMINIUMS ASSOCIATION, INC.,
A WEST VIRGINIA CORPORATION

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BYLAWS
OF
SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

1.01 Declaration.

As used herein "Declaration" means the Declaration Establishing a Plan for Condominium Ownership of a Tract of Approximately 19.35 Acres and Certain Improvements Thereon and Appurtenances Thereunto located on State Route 705, Monongalia County, West Virginia, Pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as Amended, recorded or to be recorded with the Clerk of the County Commission of Monongalia County, West Virginia.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE 2
OFFICES

The Association is a West Virginia nonprofit corporation, with its principal office located at 1325 Stewartstown Road, Monongalia County, West Virginia. The Association may also have offices and may carry on its purposes at such other places within and outside the State of West Virginia as the Executive Board may from time to time determine.

ARTICLE 3
MEMBERSHIP, VOTING, QUORUM AND PROXIES

3.01 Membership.

The members of the Association shall be as set forth in the Articles.

3.02 Voting Rights.

The Association shall have one class of voting membership. The total number of votes shall be equal to the total number of Memberships. There shall be one Membership appurtenant to each Unit. Each Membership shall be entitled to one vote, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall not be allowed. If Owners sharing a Membership cannot agree among themselves as to how to

cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Membership, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made by an Owner of the Unit to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such Votes shall be counted and all of such votes shall be deemed null and void. In any election of Directors to the Executive Board every Membership shall have the number of votes equal to the number of Directors to be elected, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Cumulative voting shall not be allowed in the election of Directors of the Executive Board or for any other purpose. Notwithstanding anything to the contrary contained herein, the Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

3.03 Quorum.

Except as otherwise required by law or the Articles, the presence in person or by proxy of Owners entitled to vote more than 20 percent of the total votes of the Owners shall constitute a quorum.

3.04 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise in the proxy.

3.05 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration or these Bylaws.

ARTICLE 4 **ADMINISTRATION**

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Executive Board on the first Tuesday in the month of November in each year, or at such other date designated by the Executive Board, beginning with the year 2006, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20 percent or more of the total votes of all Owners.

4.03 Place of Meeting.

The Executive Board may designate the Association principal offices or any place within the State of West Virginia, as the place for any annual meeting or for any special meeting called by the Executive Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Executive Board may set a record date for such determination of Owners, in accordance with the laws of the State of West Virginia. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5
DECLARANT CONTROL

5.01 Declarant Control of the Association.

(a) Subject to the terms and conditions of Sections 5.01(b) and 5.02(a) below, but notwithstanding anything else to the contrary contained in these Bylaws or in any other Association Document, during the Declarant Control Period, the Declarant shall have the exclusive right to appoint and remove all Directors and Officers. The Declarant Control Period commences on the date on which Declarant forms the Association and ends on the earliest to occur of:

- (i) the date that is sixty (60) days after conveyance to Purchasers of seventy-five (75%) percent of the maximum number of Units that may be created by Declarant under the Declaration;
- (ii) the date that is two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or
- (iii) the date that is two (2) years after any right under the Declaration to add new Units was last exercised.

(b) Declarant may voluntarily surrender the right to appoint and remove Directors and Officers prior to the expiration of the Declarant Control Period, but, in that event, the Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

5.02 Elections By Owners.

(a) Notwithstanding anything to the contrary contained above in Section 5.01, not later than sixty days after the conveyance of twenty-five (25%) percent of the Condominium Units that may be created under the Declaration to Purchasers, one Director appointed by Declarant shall be replaced with a Director elected by Owners other than Declarant.

(b) During the thirty (30) day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect an Executive Board of three (3) Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

ARTICLE 6 **EXECUTIVE BOARD**

6.01 Number, Tenure and Qualifications.

The business and affairs of the Association shall be managed by an Executive Board consisting of three (3) Directors, each of whom shall be (a) an individual Owner; (b) a partner, trustee, officer, director or twenty-five percent shareholder of an organizational Owner; or (c) one of the Directors appointed by Declarant. A person other than a Director appointed by Declarant shall automatically cease to be a Director at such time as he ceases to be an individual Owner or a partner, trustee, officer, director or twenty-five (25%) percent shareholder of an organizational Owner. Each initial Director shall serve until the first annual meeting of the Owners; otherwise Directors shall serve for one-year terms, and shall be elected annually by the Owners at the annual meeting. Each Director shall hold office until the election and qualification of his successor or until his earlier death, resignation removal. The number of Directors may be changed by amendment of these Bylaws in the manner set forth herein.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Executive Board (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Executive Board created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Powers.

(a) Except as provided in the Declaration, the Articles and these Bylaws, the Executive Board may act on behalf of the Association in all instances. The Executive Board may adopt rules governing the use and operation of the Condominium Units, Common Elements and Limited Common Elements, subject to the right of a majority of the owners to change any such actions.

(b) The Executive Board may not act on behalf of the Association to (i) amend the Declaration; (ii) terminate the Association, the Declaration or the Condominium; (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Declarant's rights under Section 5.01 above; or (iv) determine the qualifications, powers and duties or terms of office, of Directors.

(c) The Executive Board shall be responsible to cause and direct the maintenance, repair and replacement of the Common Elements. The related expenses shall be paid from the collection of Common Expense Assessments upon the owners based upon their allocated interests. The owners shall pay such assessments monthly, and shall pay special assessments promptly after adoption by the Executive Board, all in accordance with the terms of the Declaration and the Articles.

6.04 Managing Agent.

The Executive Board may employ a manager or managing agent, or both, for the Association at a compensation established by the Executive Board to perform such duties and services as the Board shall authorize. Any such delegation, however, shall not relieve the Executive Board of its responsibility under the Declaration. If and to the extent that, the Executive Board delegates its powers relating to the collection, deposit, transfer or disbursement of Association funds to a manager or managing agent, or both, such manager or managing agent, or both shall:

(a) maintain fidelity insurance coverage or a bond in an amount not less than \$50,000.00 or such higher amount as the Executive Board may require;

(b) maintain all funds and accounts of the Association separate from the funds and accounts of any other associations managed by the manager or managing agent, and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and

(c) have prepared and present to the Association an annual accounting for Association funds and a financial statement, which accounting and financial statement shall be prepared by the managing agent, a public accountant, or a certified public accountant.

6.05 Regular Meetings.

Regular meetings of the Executive Board may be held without call or formal notice at such places within or outside the State of West Virginia, and at such times as the Executive Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Executive Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which an Executive Board is elected.

6.06 Special Meetings.

Special meetings of the Executive Board may be held at any place within the State of West Virginia, or by telephone; provided, that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing or telegraphing it prepaid, and addressed to such Director at such Director's post office address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.07 Quorum.

A majority of the number of Directors fixed by these bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles or by these Bylaws, decide any question brought before such meeting.

6.08 Waiver of Notice.

Before, at or after any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express

purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.09 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7
OFFICERS AND AGENTS

7.01 General.

The officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary and a treasurer. The Executive Board may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Executive Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Executive Board, such officer, agent or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Executive Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Executive Board for the unexpired portion of the term.

7.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Executive Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify and record amendments to the Declaration of behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Executive Board. In the absence of the president, the vice president designated by the Executive Board or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners and the Executive Board;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by law;
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Executive Board;
- (d) keep at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and
- (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Executive Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Executive Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Executive Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Executive Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Executive Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the

Executive Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8 EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary within ten days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be _____. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9 SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a Mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association at such time or times as the Mortgagee shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the executive Board or the Owners to carry

out their duties as set forth in the Declaration. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10 **AMENDMENTS**

10.01 By Directors.

Except as limited by law, the Articles, the Declaration or these Bylaws, the Executive Board shall have power to make, amend and repeal the Bylaws of the Association at any regular meeting of the Executive Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend or repeal any Bylaw the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least 67 percent of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration or these Bylaws, make, alter, amend or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

10.03 Limitation.

Notwithstanding the foregoing, amendment of these Bylaws is specifically subject to the requirements of Chapter 36B of the Code of West Virginia of 1931, as amended.

ARTICLE 11 **MISCELLANEOUS**

11.01 Seal.

The corporate seal of the Association shall be circular in form and shall contain the name of the Association, the year of its organization and the words, "Seal, West Virginia."

11.02 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Executive Board.

232514.1

**STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA
TO WIT:**

I, Michael A. Oliverio, Monongalia County Clerk, do hereby certify that the foregoing writing, with certificate thereto annexed, was this day produced to me in my office and duly admitted to record.

Witness my hand

Michael A. Oliverio, Clerk

Monongalia County Clerk
Michael A. Oliverio
AGREEMENT Drawer 1
Date/Time: 02/14/2006 15:15
Inst #: 212795
Recd/Tax: 79.00 .00

496198
B15-344

FIRST MODIFICATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNCREST VILLAGE

This First Modification To Declaration Of Covenants, Conditions, And Restrictions For Suncrest Village, effective the 14th day of April, 2006, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing A Plan For Condominium Ownership By Phase(s) Of A Tract Of Approximately 19.34 Acres And Certain Improvements Thereon And Appurtenances Thereunto Situate At State Route 705, Monongalia County, West Virginia, Pursuant To The West Virginia Common Interest Ownership Act, Chapter 36B Of The Code Of West Virginia Of 1931, As Amended, which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31; and

WHEREAS, the Declarant desires to clarify Section 3.02(a) of the Declaration and Exhibit C - Allocated Interests thereof recorded in Deed Book No. 1312, at Page No. 85; and

WHEREAS, the Declarant desires to have 3.06 Unit Surcharge of the Declaration to read as follows:

The Purchaser of each Unit shall pay to the Declarant the sum of Two Thousand Dollars (\$2,000.00) as a one-time surcharge to reimburse Declarant for the expense of the

construction of a Community House and swimming pool, which are part of the Common Element.

NOW, THEREFORE, the Declarant, Suncrest Village, LLC, does hereby:

1. restate for purposes of clarification Section 3.02(a) of the Declaration as follows: The Interests in General Common Elements shall be allocated among the Units as set forth in this Section 3.02. The Interest in General Common Elements appurtenant to a Unit shall be expressed as a percentage and calculated in accordance with the following formula:

$$\frac{\text{Interest in General Common Elements}}{\text{Common Elements}} = \frac{(\text{Area of the Unit})}{(\text{the Total Area in all Units})} \times 100$$

The square footage may be rounded upward or downward by up to 100 square feet in order to eliminate differences based on minor variations in the sizes of the Units. The percentage also may be rounded in order that the total for all Units equals exactly 100%.

2. Restate the allocated interest for Buildings 13, 16, 18, 2500, 2600, and 2700 as shown and set forth in Restated Exhibit C attached hereto and incorporated herein.

3. Paragraph 3.06 Unit Surcharge of the Declaration is to read as follows:

The Purchaser of each Unit shall pay to the Declarant the sum of Two Thousand Dollars (\$2,000.00) as a one-time surcharge to reimburse Declarant for the expense of the construction of a Community House and swimming pool, which are part of the Common Element.

DECLARANT:

Suncrest Village, LLC
A West Virginia limited liability company

By: 

Richard A. Biafora
Its: Manager

By: 

Patrick D. Alexander
Its: Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 17th day of April, 2006, by Richard A. Biafora and Patrick D. Alexander, the Managers of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: April 15, 2012

OFFICIAL SEAL
[SEAL] Notary Public, State of West Virginia
Marion Stephen LeMasters
P.O. Box 807, Delislow, WV 26531-0807
My Commission Expires April 15, 2012


NOTARY PUBLIC

This instrument prepared by:
Stephen K. Shuman, Esquire
REEDER & SHUMAN
P. O. Box 842
Morgantown, WV 26507-0842
Msl-3\2006\Suncrest Village, LLC\First Modification To Declaration (4-4-06)
4/14/06 11:42:29 AM

EXHIBIT C

ALLOCATED INTERESTS

Suncrest VillageSquare Footage

Bldg. #2700

Bldg. #2600

Bldg. #2500

Unit#	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2711	1,100	.8%	2611	1,100	.8%	2511	1,100	.8%
2712	1,100	.8%	2612	1,100	.8%	2512	1,100	.8%
2713	700	.5%	2613	800	.6%	2513	800	.6%
2714	700	.5%	2614	700	.5%	2514	700	.5%
2715	700	.5%	2615	800	.6%	2515	800	.6%
2716	700	.5%	2616	700	.5%	2516	700	.5%
2717	1,100	.8%	2617	1,100	.8%	2517	1,100	.8%
2718	1,100	.8%	2618	1,100	.8%	2518	1,100	.8%
2721	1,100	.8%	2621	1,100	.8%	2521	1,100	.8%
2722	1,100	.8%	2622	1,100	.8%	2522	1,100	.8%
2723	700	.5%	2623	700	.5%	2623	700	.5%
2724	700	.5%	2624	700	.5%	2524	700	.5%
2725	700	.5%	2625	700	.5%	2525	700	.5%
2726	700	.5%	2626	700	.5%	2526	700	.5%
2727	1,100	.8%	2627	1,100	.8%	2527	1,100	.8%
2728	1,100	.8%	2628	1,100	.8%	2528	1,100	.8%
2731	1,100	.8%	2631	1,100	.8%	2531	1,100	.8%
2732	1,100	.8%	2632	1,100	.8%	2532	1,100	.8%
2733	700	.5%	2633	700	.5%	2533	700	.5%
2734	700	.5%	2634	700	.5%	2534	700	.5%
2735	700	.5%	2635	700	.5%	2535	700	.5%
2736	700	.5%	2636	700	.5%	2536	700	.5%
2737	1,100	.8%	2637	1,100	.8%	2537	1,100	.8%
2738	<u>1,100</u>	.8%	2638	<u>1,100</u>	.8%	2538	<u>1,100</u>	.8%
21,600			21,800			21,800		

Suncrest Village

Bldg. #13

Bedrooms	Unit #	Sq. Footage	Allocated Interest
2 BR	1311	1,100	.8%
2 BR	1312	1,100	.8%
1 BR	1313	800	.6%
1 BR	1314	700	.5%
1 BR	1315	800	.6%
1 BR	1316	700	.5%
2 BR	1317	1,100	.8%
2 BR	1318	1,100	.8%
3 BR	1321	1,600	1.2%
3 BR	1322	1,700	1.25%
2 BR	1323	1,100	.8%
2 BR	1324	1,100	.8%
2 BR	1325	1,100	.8%
2 BR	1326	1,100	.8%
3 BR	1331	1,600	1.2%
3 BR	1332	1,700	1.25%
2 BR	1333	1,100	.8%
2 BR	1334	1,100	.8%
2 BR	1335	1,100	.8%
2 BR	1336	<u>1,100</u>	.8%

22,800

Square Footage

Bldg. #16

Unit #	Sq. Footage	Allocated Interest
1611	1,100	.8%
1612	1,100	.8%
1613	800	.6%
1614	700	.5%
1615	800	.6%
1616	700	.5%
1617	1,100	.8%
1618	1,100	.8%
1621	1,100	.8%
1622	1,100	.8%
1623	1,100	.8%
1624	1,100	.8%
1625	1,600	1.2%
1626	1,700	1.25%
1631	1,100	.8%
1632	1,100	.8%
1633	1,100	.8%
1634	1,100	.8%
1635	1,600	1.2%
1636	<u>1,700</u>	1.25%

22,800

First Phase

Bldg. #18

Bedrooms	Unit #	Sq. Footage	Allocated Interest
2 BR	1811	1,100	.8%
2 BR	1812	1,100	.8%
1 BR	1813	800	.6%
1 BR	1814	700	.5%
1 BR	1815	800	.6%
1 BR	1816	700	.5%
2 BR	1817	1,100	.8%
2 BR	1818	1,100	.8%
2 BR	1821	1,100	.8%
2 BR	1822	1,100	.8%
2 BR	1823	1,100	.8%
2 BR	1824	1,100	.8%
3 BR	1825	1,600	1.2%
3 BR	1826	1,700	1.25%
2 BR	1831	1,100	.8%
2 BR	1832	1,100	.8%
2 BR	1833	1,100	.8%
2 BR	1834	1,100	.8%
3 BR	1835	1,600	1.2%
3 BR	1836	<u>1,700</u>	1.25%

22,800

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA
TO WIT:

Monongalia County Clerk
Michael A. Oliverio
AGREEMENT Drawer 1
Date/Time: 04/17/2006 15:26
Inst #: 216903
Recd/Tax: 7.00 .00

I, Michael A. Oliverio, Monongalia County Clerk, do hereby certify that the foregoing writing, with certificate thereto annexed, was this day produced to me in my office and duly admitted to record.

Witness my hand

Michael A. Oliverio, Clerk

**SECOND MODIFICATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNCREST VILLAGE**

1364-266
This Second Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, effective the 28th day of April, 2008, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing a Plan for Condominium Ownership By Phase(s) of a Tract of Approximately 19.34 Acres and Certain Improvements Thereon and Appurtenances thereunto situate at State Route 705, Monongalia County, West Virginia, Pursuant to The West Virginia Common Interest Ownership Act, Chapter 36B of The Code of West Virginia of 1931, as amended, which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31; and

WHEREAS, the Declarant caused to be recorded in the said Clerk's Office a First Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which said First Modification has an effective date of April 14, 2006, and is recorded in said Clerk's Office in Deed Book No. 1315, at Page 344; and

WHEREAS, the Declarant desires to add Property to Suncrest Village from the Additional Property shown on Exhibit A-1 to the Declaration; and

WHEREAS, the Additional Property shall be known as Phase II of Suncrest Village; and

WHEREAS, in compliance with the Declaration, a map or plat of Phase II of Suncrest Village has been recorded in the said Clerk's Office in Map Cabinet 5, Envelope 37B, providing for 2 buildings containing 44 Units in total.

NOW, THEREFORE, the Declarant, Suncrest Village, LLC, does hereby:

1. add to the Suncrest Village as Phase II Property shown on the map or plat recorded in the said Clerk's Office in Map Cabinet 5, Envelope 37B, providing for 2 buildings containing 44 Units in total.

DECLARANT:

Suncrest Village, LLC
A West Virginia limited liability company

By: 

Richard A. Biafore

Its:

Manager

By: 

Patrick D. Alexander

Its:

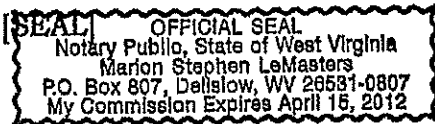
Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 28th day of April, 2008, by Richard A. Biafora and Patrick D. Alexander, the Managers of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: April 15, 2012



Marion Stephen LeMasters
NOTARY PUBLIC

This instrument prepared by:
Stephen K. Shuman, Esquire
REEDER & SHUMAN
P. O. Box 842
Morgantown, WV 26507-0842
cs.3\2008\Suncrest Village, LLC\Second Modification to Declaration (1-3-08)

1386-493

**THIRD MODIFICATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNCREST VILLAGE**

This Third Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, effective the 10th day of June, 2009, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing a Plan for Condominium Ownership By Phase(s) of a Tract of Approximately 19.34 Acres and Certain Improvements Thereon and Appurtenances thereunto situate at State Route 705, Monongalia County, West Virginia, Pursuant to The West Virginia Common Interest Ownership Act, Chapter 36B of The Code of West Virginia of 1931, as amended, which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31; and

WHEREAS, the Declarant caused to be recorded in the said Clerk's Office a First Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which said First Modification has an effective date of April 14, 2006, and is recorded in said Clerk's Office in Deed Book No. 1315, at Page 344; and

WHEREAS, the Declarant caused to be recorded in the said Clerk's Office a Second Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which said Second Modification has an effective date of April 28, 2008, and is recorded in said Clerk's Office in Deed Book No. 1364, at Page 266, and added Property to Suncrest Village from the Additional Property shown on Exhibit A-1 to the Declaration; and

WHEREAS, the Declarant desires to add a building to Suncrest Village Phase II;
and

WHEREAS, in compliance with the Declaration, a map or plat of Phase II of Suncrest Village has been recorded in the said Clerk's Office in Map Cabinet 5, Envelope 60B, providing for Building 2300 containing 24 Units.

NOW, THEREFORE, the Declarant, Suncrest Village, LLC, does hereby:

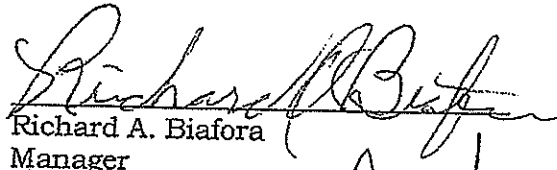
1. add to the Suncrest Village Phase II shown on the map or plat recorded in the said Clerk's Office in Map Cabinet 5, Envelope 60B, providing for Building 2300 containing 24 Units.

DECLARANT:

Suncrest Village, LLC
A West Virginia limited liability company

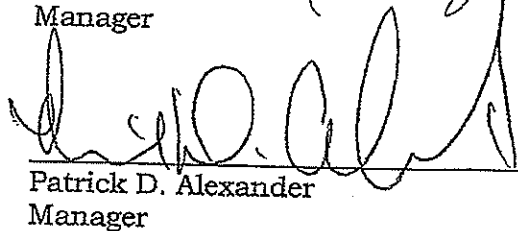
By:

Its:


Richard A. Biafora
Manager

By:

Its:


Patrick D. Alexander
Manager

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 10th day of June, 2009, by Richard A. Biafora and Patrick D. Alexander, the Managers of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: April 15, 2012



Marion Stephen LeMasters
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
STEPHEN K. SHUMAN, ESQUIRE
REEDER & SHUMAN
P. O. BOX 842
MORGANTOWN, WV 26507-0842
cs\2009\SKS\Suncrest Village, LLC\Third Modification to Declaration (6-9-09)

1420-424

VOL 1420 PAGE 424

BOWLES RICE MCDAVID GRAFF & LOVE
7000 HAMPTON CENTER STE K
MORGANTOWN, WV 26505-1720

Carye L. Blaney
MONONGALIA County 03:59:22 PM
Instrument No 382309
Date Recorded 09/09/2010
Document Type COV
Pages Recorded 5
Recording Fee \$5.00
Additional \$6.00

**FOURTH MODIFICATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SUNCREST VILLAGE**

This Fourth Modification to Declaration of Covenants, Conditions and Restrictions for Suncrest Village, effective the ____ day of August, 2010, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing Plan for Condominium Ownership By Phases(s) of a Tract of approximately 19.34 Acres and Certain Improvements Thereon and Appurtenances thereunto situate at State Route 75, Monongalia County, West Virginia, Pursuant to The West Virginia Uniform Common Interest Ownership act, Chapter 36B of The Code of West Virginia, of 1931, as amended, which Declaration has an effective date of February 13, 2006, and is recorded in the Office of said Clerk in Deed Book No. 1312 at Page No. 31; and

WHEREAS, Declarant caused to be recorded in said Clerk's Office a First Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which First Modification has an effective date of April 14, 2006, and is recorded in the Office of said Clerk in Deed Book No. 1315 at Page No. 344; and

WHEREAS, Declarant caused to be recorded in said Clerk's Office a Second Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which Second Modification has an effective date of April 28, 2008, and is recorded in the Office of said Clerk in Deed Book No. 1364 at Page No. 266 by which Declarant dedicated the 2400 and 2800 Buildings and Units therein; and

WHEREAS, Declarant caused to be recorded in said Clerk's Office a Third Modification to Declaration of Covenants, Conditions, and Restrictions for Suncrest Village, which Third Modification has an effective date of June 10, 2009, and is recorded in the Office of said Clerk in Deed Book No. 1386 at Page No. 493, and by which Declarant dedicated the 2300 Building and Units therein (each of the foregoing instruments collectively hereinafter "Declarations"); and

WHEREAS, the Declarations dedicate to the Common Interest Community certain real property and improvements including, but not limited to, 200 Units situate in Buildings 1300, 1600, 1800, 2300, 2400, 2500, 2600, 2700 and 2800; and

WHEREAS, Section 7.02 of the Declarations provides that, with certain exceptions, the Association's Common Expenses shall be allocated among the Units " based on the area of each Unit and the formula set forth in Section 7.03 of the Declarations which is of record in the Office of said Clerk in Deed Book No. 1312 at Page No. 51; and

WHEREAS, the West Virginia Uniform Common Interest Ownership Act also requires that the Association's Common Expenses be allocated pursuant to the formula set forth in Section 7.03 of the Declarations; and

WHEREAS, the Allocated Interests of the Units are set forth on Exhibit C to the Declarations; and

WHEREAS, the actual "as built" area of some Units is different than the planned area of the Units as set forth on Exhibit C; and

WHEREAS, Exhibit C was omitted from the April 28, 2008, and June 10, 2009, Second Modification and Third Modification; and

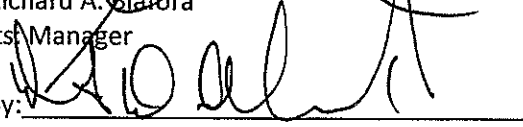
WHEREAS, this amendment is made for the purpose of creating record notice of the current Common Expense allocations of the Condominium pursuant to the formula set forth in Section 7.02 of the Declarations.

NOW THEREFORE, the Declarant, Suncrest Village, LLC, does hereby modify and amend the Declarations to restate the Allocated Interests of all Units in all Buildings in the Condominium as set forth on Exhibit C attached hereto and incorporated herein. Except to the extent expressly modified hereby, the Declarations shall remain in full force and effect.

DECLARANT:

Suncrest Village, LLC,
A West Virginia limited liability company,

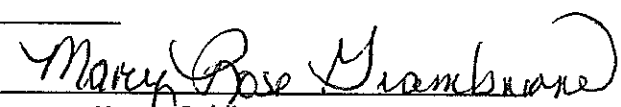
By: 
Richard A. Biafora
Its Manager

By: 
Patrick D. Alexander
Its Manager

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

The foregoing instrument was acknowledged before me this 31ST day of August, 2010, by Richard A. Biafora and Patrick D. Alexander, the Managers of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: 10/28/2015


Notary Public

This instrument prepared by:
Stephen K. Shuman, Esquire
Reeder & Shuman
P.O. Box 842
Morgantown, WV 26507-0842

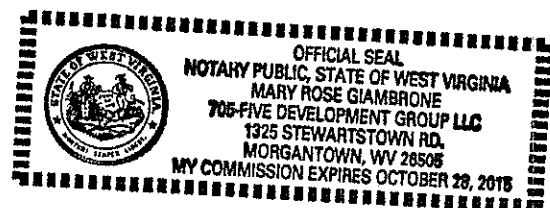


EXHIBIT C

ALLOCATED INTERESTS

Page 1 of 3

Bldg. # 1300			Bldg. # 1600			Bldg. # 1800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
1311	1,100	.0056	1611	1,100	.0056	1811	1,100	.0056
1312	1,100	.0056	1612	1,100	.0056	1812	1,100	.0056
1313	700	.0036	1613	800	.0041	1813	700	.0036
1314	600	.0031	1614	600	.0031	1814	600	.0031
1315	700	.0036	1615	800	.0041	1815	700	.0036
1316	600	.0031	1616	600	.0031	1816	600	.0031
1317	1,100	.0056	1617	1,100	.0056	1817	1,100	.0056
1318	1,100	.0056	1618	1,100	.0056	1818	1,100	.0056
1321	1,100	.0056	1621	1,100	.0056	1821	1,100	.0056
1322	1,100	.0056	1622	1,100	.0056	1822	1,100	.0056
1323	1,000	.0051	1623	1,000	.0051	1823	1,000	.0051
1324	1,100	.0056	1624	1,100	.0056	1824	1,000	.0051
1325	1,600	.0081	1625	1,600	.0081	1825	1,600	.0081
1326	1,600	.0081	1626	1,600	.0081	1826	1,600	.0081
1331	1,100	.0056	1631	1,100	.0056	1831	1,100	.0056
1332	1,100	.0056	1632	1,100	.0056	1832	1,100	.0056
1333	1,000	.0051	1633	1,000	.0051	1833	1,000	.0051
1334	1,100	.0056	1634	1,000	.0051	1834	1,000	.0051
1335	1,600	.0081	1635	1,600	.0081	1835	1,600	.0081
1336	1,600	.0081	1636	1,600	.0081	1836	1,600	.0081
TOTAL	22,000	0.112	TOTAL	22,100	0.1125	TOTAL	21,800	0.111

EXHIBIT C

ALLOCATED INTERESTS

Page 2 of 3

Bldg. # 2300			Bldg. # 2400			Bldg. # 2500		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2311	1,100	.0056	2411	1,100	.0056	2511	1,100	.0056
2312	1,100	.0056	2412	1,100	.0056	2512	1,100	.0056
2313	700	.0036	2413	700	.0036	2513	800	.0041
2314	600	.0031	2414	600	.0031	2514	700	.0036
2315	700	.0036	2415	700	.0036	2515	800	.0041
2316	600	.0031	2416	600	.0031	2516	700	.0036
2317	1,100	.0056	2417	1,100	.0056	2517	1,100	.0056
2318	1,100	.0056	2418	1,100	.0056	2518	1,100	.0056
2321	1,100	.0056	2421	1,100	.0056	2521	1,100	.0056
2322	1,100	.0056	2422	1,100	.0056	2522	1,100	.0056
2323	700	.0036	2423	1,000	.0051	2523	700	.0036
2324	700	.0036	2424	1,000	.0051	2524	700	.0036
2325	700	.0036	2425	1,600	.0081	2525	700	.0036
2326	700	.0036	2426	1,600	.0081	2526	700	.0036
2327	1,100	.0056	2431	1,100	.0056	2527	1,100	.0056
2328	1,100	.0056	2432	1,100	.0056	2528	1,100	.0056
2331	1,100	.0056	2433	1,000	.0051	2531	1,100	.0056
2332	1,100	.0056	2434	1,000	.0051	2532	1,100	.0056
2333	700	.0036	2435	1,600	.0081	2533	700	.0036
2334	700	.0036	2436	1,600	.0081	2534	700	.0036
2335	700	.0036				2535	700	.0036
2336	700	.0036				2536	700	.0036
2337	1,100	.0056				2537	1,100	.0056
2338	1,100	.0056				2538	1,100	.0056
TOTAL	21,400	0.1094	TOTAL	21,800	0.111	TOTAL	21,800	0.1114

EXHIBIT C

ALLOCATED INTERESTS

Page 3 of 3

Bldg. # 2600			Bldg. # 2700			Bldg. # 2800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2611	1,200	.0061	2711	1,100	.0056	2811	1,100	.0056
2612	1,100	.0056	2712	1,100	.0056	2812	1,100	.0056
2613	800	.0041	2713	700	.0036	2813	600	.0031
2614	700	.0036	2714	700	.0036	2814	800	.0041
2615	800	.0041	2715	700	.0036	2815	600	.0031
2616	700	.0036	2716	700	.0036	2816	800	.0041
2617	1,100	.0056	2717	1,100	.0056	2817	1,100	.0056
2618	1,100	.0056	2718	1,100	.0056	2818	1,100	.0056
2621	1,100	.0056	2721	1,100	.0056	2821	1,100	.0056
2622	1,100	.0056	2722	1,100	.0056	2822	1,100	.0056
2623	700	.0036	2723	700	.0036	2823	700	.0036
2624	700	.0036	2724	700	.0036	2824	700	.0036
2625	700	.0036	2725	700	.0036	2825	700	.0036
2626	700	.0036	2726	700	.0036	2826	700	.0036
2627	1,100	.0056	2727	1,100	.0056	2827	1,100	.0056
2628	1,100	.0056	2728	1,100	.0056	2828	1,100	.0056
2631	1,100	.0056	2731	1,100	.0056	2831	1,100	.0056
2632	1,100	.0056	2732	1,100	.0056	2832	1,100	.0056
2633	700	.0036	2733	700	.0036	2833	700	.0036
2634	700	.0036	2734	700	.0036	2834	700	.0036
2635	700	.0036	2735	700	.0036	2835	700	.0036
2636	700	.0036	2736	700	.0036	2836	700	.0036
2637	1,100	.0056	2737	1,100	.0056	2837	1,100	.0056
2638	1,100	.0056	2738	1,100	.0056	2838	1,100	.0056
TOTAL	21,900	0.1119	TOTAL	21,600	0.1104	TOTAL	21,600	0.1104

SUMMARY

Bldg. 1	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5	Bldg. 6	Bldg. 7	Bldg. 8	Bldg. 9	Total
22,000	22,100	21,800	21,400	21,800	21,800	21,900	21,600	21,600	196,000

NOTICE OF RULES AND REGULATIONS

by

SUNCREST VILLAGE CONDOMINIUM ASSOCIATION, INC.

with regard to all Units in

SUNCREST VILLAGE CONDOMINIUM

This Notice of Rules and Regulations by Suncrest Village Condominium Association, Inc., with regard to all Units in Suncrest Village Condominium, is made this 10th day of May, 2011.

Whereas, Suncrest Village Condominium ("Condominium") is a condominium form of Common Interest Community formed pursuant to the West Virginia Uniform Common Interest Ownership Act ("Act") and the West Virginia Nonprofit Corporations Act ("NC Act"); and

Whereas, the Condominium was created by the Declarations recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 1312 at Page No. 31, Deed Book No. 1315 at Page No. 344, Deed Book No. 1364 at Page No. 266, Deed Book No. 1386 at Page No. 493, and in Deed Book No. 1420 at Page No. 424 (collectively "Declaration"); and

Whereas, Suncrest Village Condominium Association, Inc., a West Virginia non-profit corporation ("Association"), is the duly empowered incorporated association of all owners of all Units in the Condominium pursuant to the Declaration and the Act; and

Whereas, Association is duly empowered to adopt Rules and Regulations pursuant to Section 3-102(a)(1) of the Act; and

Whereas, the Association's Board of Directors is authorized to act in all instances in behalf of the Association except as set forth in the Declaration, the Act and the NC Act; and

Whereas, the Association is empowered pursuant to Section 3-102(15) of the NC Act to impose admission and transfer fees upon its members; and

Whereas, the Association has elected to impose an initiation or transfer fee applicable to certain new members acquiring an interest in a Unit hereafter; and

Whereas, this Notice is made for the purpose of affecting constructive public notice of the Transfer Fee to all prospective purchasers, grantees, legatees, devisees or future owners of the Units in the Condominium.

Association hereby gives constructive notice that the following Rules and Regulations apply to all Units in the Condominium effective May 15, 2011:

- 1) There is due to the Association from any grantee or transferee of a Unit, a "Transfer Fee" of Three Hundred Dollars (\$300.00).
- 2) The Transfer Fee is Three Hundred Dollars (\$300.00) in 2011 dollars but shall be adjusted pursuant to WV Code §36B-1-114 to increase or decrease over time after 2011 based on the initial valuation as of January 1, 2011. The fee shall adjust annually on the first day of January of each future year and shall remain fixed for such year. The fee shall, when adjusted, be rounded up or down to the nearest multiple of five (\$5.00) dollars.
- 3) The Transfer Fee is payable by any grantee or transferee of any interest in a Unit unless the transfer is exempted from the Transfer Fee under Section 5) below.
- 4) Only one (1) Transfer Fee is payable with regard to any transfer without regard to the number of grantees set forth in the instrument of conveyance.
- 5) No transfer fee shall be due or payable with regard to the following transfers:
 - a) Any transfer between spouses or between parent and child, or grand parent and child, which also includes the spouse of such grandparent, parent or child;
 - b) Any transfer which is a grant of a security interest held by the transferee or their trustee or agent as security for performance of an obligation. Deeds of trust, assignments of leases and rents, and mortgages are expressly exempted from Transfer Fees;
 - c) Any transfer wherein the grantee or transferee is already a member of Association by virtue of transferee's ownership of an interest in another Unit prior to transfer;
 - d) Any transfer by deed in lieu of foreclosure, foreclosure, by corrective deed, confirmatory deed or quit-claim deed;
 - e) Any transfer by will, descent or distribution wherein the interest or estate transferred was held by the decedent at the time of his or her death;
 - f) Any transfer to or from the United States, the state of West Virginia, or to or from any of their instrumentalities, agencies or political subdivisions;
 - g) Any transfer by partition or Court Order;
 - h) Any transfer by lease;

i) Any transfer occurring as the result of a change of name of artificial legal entities or the merger of artificial legal entities; and

j) Any initial transfer by the Declarant, Suncrest Village, LLC, which is subject to the one-time initial Unit Surcharge of One Thousand Five Hundred (\$1,500.00) Dollars as set forth in Section 3.06 of the Declaration recorded in the Office of said Clerk in Deed Book No. 1312 at Page No. 31, which was increased to \$2,000.00 in the First Amendment to the Declaration, dated April 14, 2006, and recorded in Deed Book No. 1315 at Page No. 344.

6) To the extent not specifically set forth above, the stated intent of the Association is for Transfer Fees to be payable as a result of a conveyance, transfer or gift of beneficial ownership in any interest in a Unit to a third party when the transferee is not already a member of Association unless one of the above exceptions applies.

7) The Transfer Fee imposed hereby shall be payable to Association within thirty (30) days after any applicable transfer. With regard to transfers by Will, descent or distribution, the Transfer Fee is due and payable not later than thirty (30) days after death of the applicable Unit owner who's interest in a Unit is transferred to a new owner.


8) The Transfer Fee shall be deposited into the Association's capital reserve fund or such other account or fund as the Association may hereafter from time to time designate for such Transfer Fees.

Witness this 10th day of May, 2011:

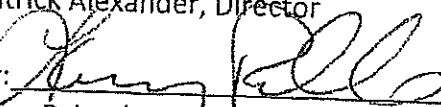
The foregoing Rules and Regulations of the Association were adopted by unanimous consent of the Association's Board of Directors at a special meeting duly noticed and held for such purposes this day.

Suncrest Village Condominium Association, Inc.,
a West Virginia non-profit corporation,

By: 
Richard Biafora, Director

By: 
David Biafora, Director

By: 
Patrick Alexander, Director

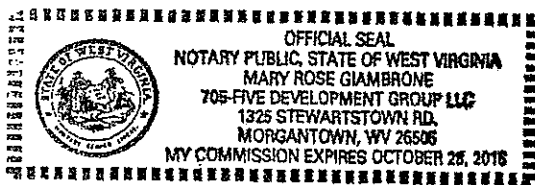
By: 
Larry Palumbo, Director

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me, the undersigned notary public, this 10th day of May, 2011, by Suncrest Village Condominium Association, Inc., a West Virginia non-profit corporation, acting by and through its directors, Richard Biafora, David Biafora, Patrick Alexander and Larry Palumbo.

My Commission Expires: May 10, 2011 10-28-2015



Mary Rose Giambrone
Notary Public

This instrument prepared by Steven M. Prunty, Bowles Rice McDavid Graff & Love, LLP,
7000 Hampton Center, Suite K, Morgantown, West Virginia, 26505.

1448-449

**FIFTH MODIFICATION
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNCREST VILLAGE**

This Fifth Modification To Declaration of Covenants, Conditions, And Restrictions For Suncrest Village, effective the 22nd day of November, 2011, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing a Plan for Condominium Ownership By Phase(s) of a Tract of Approximately 19.34 acres and certain improvements thereon and appurtenances thereunto situate at State Route 705, Monongalia County, West Virginia, pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of The Code of West Virginia of 1931, as amended, which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31; and

WHEREAS, Declarant has caused part of the Additional Property to be included in Phase II by the recording of a Map or Plat of Condominium Building 2200 in said Clerk's Office in Map Cabinet No. 5, Envelope Nos. 116A and 116B, providing for the twenty (20) units shown thereon; and

WHEREAS, Section 7.02 of the Declaration provides that, with certain exceptions, the Association's Common Expenses shall be allocated among the Units based on the area of each Unit and the formula set forth in Section 7.03 of the Declaration which is of record in said Clerk's Office in Deed Book No. 1312, at Page No. 51; and

WHEREAS, the West Virginia Uniform Common Interest Ownership Act requires that the Association's Common Expenses be allocated pursuant to formula set forth in Section 7.03 of the Declaration; and

Barry L. Blaney
MONONGALIA County 10:40:56 AM
Instrument No 433573
Date Recorded 12/01/2011
Document Type GNV
Pages Recorded 7
Recording Fee \$7.00
Additional \$6.00

WHEREAS, the Allocated Interest of the Units are set forth on Exhibit C to the Declaration; and

WHEREAS, the actual "as built" area of some Units is different than the planned area of the Units as set forth on Exhibit C; and

WHEREAS, this amendment is made for the purpose of creating record notice of the current Common Expense allocation of the Condominium pursuant to the formula set forth in Section 7.02 of the Declaration.

NOW, THEREFORE, the Declarant, Suncrest Village, LLC, does (a) add to Suncrest Village Condominium as Phase II property the property shown on the Map recorded in said Clerk's Office in Map Cabinet No. 5, Envelope Nos. 116A and 116B, adding twenty (20) additional units, and (b) hereby modify and amend the Declaration to restate the Allocated Interests of all Units in all Buildings in the Condominium as set forth on Exhibit C attached hereto and incorporated herein. Except to the extent expressly modified hereby, the Declaration shall remain in full force and effect.

DECLARANT:

Suncrest Village, LLC
A West Virginia limited liability company

By:


Richard A. Biafora

Its: Manager

By:


Patrick D. Alexander

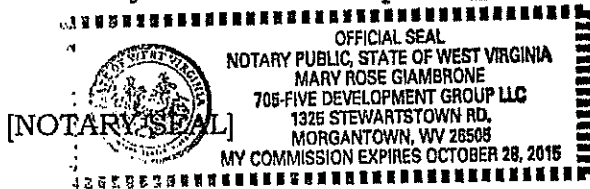
Its: Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 29th day of November, 2011, by Richard A. Biafora and Patrick D. Alexander, the Managers of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: OCT. 28, 2015



Mary Rose Giambrone
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
STEPHEN K. SHUMAN, ESQUIRE
REEDER & SHUMAN
P. O. BOX 842
MORGANTOWN, WV 26507-0842
msl-3\2011\SKS\Suncrest Village, LLC\Fifth Modification To Declaration (11-22-11)

EXHIBIT C
ALLOCATED INTERESTS

Bldg. # 1300			Bldg. # 1600			Bldg. # 1800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
1311	1,100	.0051	1611	1,100	.0051	1811	1,100	.0051
1312	1,100	.0051	1612	1,100	.0051	1812	1,100	.0051
1313	700	.0032	1613	800	.0037	1813	700	.0032
1314	600	.0028	1614	600	.0028	1814	600	.0028
1315	700	.0032	1615	800	.0037	1815	700	.0032
1316	600	.0028	1616	600	.0028	1816	600	.0028
1317	1,100	.0051	1617	1,100	.0051	1817	1,100	.0051
1318	1,100	.0051	1618	1,100	.0051	1818	1,100	.0051
1321	1,100	.0051	1621	1,100	.0051	1821	1,100	.0051
1322	1,100	.0051	1622	1,100	.0051	1822	1,100	.0051
1323	1,000	.0046	1623	1,000	.0046	1823	1,000	.0046
1324	1,100	.0051	1624	1,100	.0051	1824	1,000	.0046
1325	1,600	.0073	1625	1,600	.0073	1825	1,600	.0073
1326	1,600	.0073	1626	1,600	.0073	1826	1,600	.0073
1331	1,100	.0051	1631	1,100	.0051	1831	1,100	.0051
1332	1,100	.0051	1632	1,100	.0051	1832	1,100	.0051
1333	1,000	.0046	1633	1,000	.0046	1833	1,000	.0046
1334	1,100	.0051	1634	1,000	.0046	1834	1,000	.0046
1335	1,600	.0073	1635	1,600	.0073	1835	1,600	.0073
1336	1,600	.0073	1636	1,600	.0073	1836	1,600	.0073
TOTAL	22,000	0.1014	TOTAL	22,100	0.1019	TOTAL	21,800	0.1004

**EXHIBIT C
ALLOCATED INTERESTS**

Bldg. # 2300			Bldg. # 2400			Bldg. # 2500		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2311	1,100	.0051	2411	1,100	.0051	2511	1,100	.0051
2312	1,100	.0051	2412	1,100	.0051	2512	1,100	.0051
2313	700	.0032	2413	700	.0032	2513	800	.0037
2314	600	.0028	2414	600	.0028	2514	700	.0032
2315	700	.0032	2415	700	.0032	2515	800	.0037
2316	600	.0028	2416	600	.0028	2516	700	.0032
2317	1,100	.0051	2417	1,100	.0051	2517	1,100	.0051
2318	1,100	.0051	2418	1,100	.0051	2518	1,100	.0051
2321	1,100	.0051	2421	1,100	.0051	2521	1,100	.0051
2322	1,100	.0051	2422	1,100	.0051	2522	1,100	.0051
2323	700	.0032	2423	1,000	.0046	2523	700	.0032
2324	700	.0032	2424	1,000	.0046	2524	700	.0032
2325	700	.0032	2425	1,600	.0073	2525	700	.0032
2326	700	.0032	2426	1,600	.0073	2526	700	.0032
2327	1,100	.0051	2431	1,100	.0051	2527	1,100	.0051
2328	1,100	.0051	2432	1,100	.0051	2528	1,100	.0051
2331	1,100	.0051	2433	1,000	.0046	2531	1,100	.0051
2332	1,100	.0051	2434	1,000	.0046	2532	1,100	.0051
2333	700	.0032	2435	1,600	.0073	2533	700	.0032
2334	700	.0032	2436	1,600	.0073	2534	700	.0032
2335	700	.0032				2535	700	.0032
2336	700	.0032				2536	700	.0032
2337	1,100	.0051				2537	1,100	.0051
2338	1,100	.0051				2538	1,100	.0051
TOTAL	21,400	0.0988	TOTAL	21,800	0.1004	TOTAL	21,800	0.1006

EXHIBIT C
ALLOCATED INTERESTS

Bldg. # 2600			Bldg. # 2700			Bldg. # 2800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2611	1,200	.0055	2711	1,100	.0051	2811	1,100	.0051
2612	1,100	.0051	2712	1,100	.0051	2812	1,100	.0051
2613	800	.0037	2713	700	.0032	2813	600	.0028
2614	700	.0032	2714	700	.0032	2814	800	.0037
2615	800	.0037	2715	700	.0032	2815	600	.0028
2616	700	.0032	2716	700	.0032	2816	800	.0037
2617	1,100	.0051	2717	1,100	.0051	2817	1,100	.0051
2618	1,100	.0051	2718	1,100	.0051	2818	1,100	.0051
2621	1,100	.0051	2721	1,100	.0051	2821	1,100	.0051
2622	1,100	.0051	2722	1,100	.0051	2822	1,100	.0051
2623	700	.0032	2723	700	.0032	2823	700	.0032
2624	700	.0032	2724	700	.0032	2824	700	.0032
2625	700	.0032	2725	700	.0032	2825	700	.0032
2626	700	.0032	2726	700	.0032	2826	700	.0032
2627	1,100	.0051	2727	1,100	.0051	2827	1,100	.0051
2628	1,100	.0051	2728	1,100	.0051	2828	1,100	.0051
2631	1,100	.0051	2731	1,100	.0051	2831	1,100	.0051
2632	1,100	.0051	2732	1,100	.0051	2832	1,100	.0051
2633	700	.0032	2733	700	.0032	2833	700	.0032
2634	700	.0032	2734	700	.0032	2834	700	.0032
2635	700	.0032	2735	700	.0032	2835	700	.0032
2636	700	.0032	2736	700	.0032	2836	700	.0032
2637	1,100	.0051	2737	1,100	.0051	2837	1,100	.0051
2638	1,100	.0051	2738	1,100	.0051	2838	1,100	.0051
TOTAL	21,900	0.101	TOTAL	21,600	0.0996	TOTAL	21,600	0.0998

Bldg. # 2200		
Unit #	Sq. Footage	Allocated Interest
2211	1,100	.0051
2212	1,100	.0051
2213	700	.0032
2214	600	.0028
2215	700	.0032
2216	600	.0028
2217	1,100	.0051
2218	1,100	.0051
2221	1,100	.0051
2222	1,100	.0051
2223	1,000	.0046
2224	1,100	.0051
2225	1,600	.0073
2226	1,600	.0073
2231	1,100	.0051
2232	1,100	.0051
2233	1,000	.0046
2234	1,100	.0051
2235	1,600	.0073
2236	1,600	.0073
TOTAL	22,000	0.1014

SUMMARY

Bldg. 1	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5	Bldg. 6	Bldg. 7	Bldg. 8	Bldg. 9	Bldg. 10	Total
22,000	22,100	21,800	21,400	21,800	21,800	21,900	21,600	21,600	22,000	218,000

1466-24

**SIXTH MODIFICATION
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNCREST VILLAGE**

This Sixth Modification To Declaration of Covenants, Conditions, And Restrictions For Suncrest Village, effective the 24th day of July, 2012, by Suncrest Village, LLC, a West Virginia limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant caused to be recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration Establishing a Plan for Condominium Ownership By Phase(s) of a Tract of Approximately 19.34 acres and certain improvements thereon and appurtenances thereunto situate at State Route 705, Monongalia County, West Virginia, pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of The Code of West Virginia of 1931, as amended, which Declaration has an effective date of February 13, 2006, and is recorded in said Clerk's Office in Deed Book No. 1312, at Page No. 31; and

WHEREAS, Declarant has caused part of the Additional Property to be included in Phase II by the recording of a Map or Plat of Condominium Building 2100 in said Clerk's Office in Map Cabinet No. 5, Envelope Nos. 128A and 129B, providing for the twenty (20) units shown thereon; and

WHEREAS, Section 7.02 of the Declaration provides that, with certain exceptions, the Association's Common Expenses shall be allocated among the Units based on the area of each Unit and the formula set forth in Section 7.03 of the Declaration which is of record in said Clerk's Office in Deed Book No. 1312, at Page No. 51; and

WHEREAS, the West Virginia Uniform Common Interest Ownership Act also requires that the Association's Common Expenses be allocated pursuant to the formula set forth in Section 7.03 of the Declaration; and

WHEREAS, the Allocated Interest of the Units are set forth on Exhibit C to the Declaration; and

WHEREAS, the actual "as built" area of some Units is different than the planned area of the Units as set forth on Exhibit C; and

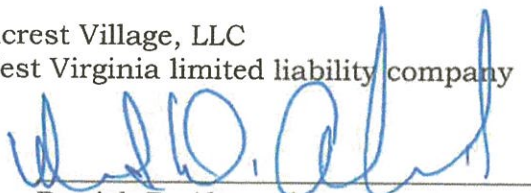
WHEREAS, this amendment is made for the purpose of creating record notice of the current Common Expense allocation of the Condominium pursuant to the formula set forth in Section 7.02 of the Declaration.

NOW, THEREFORE, the Declarant, Suncrest Village, LLC, does (a) add to Suncrest Village Condominium as Phase II property the property shown on the Map recorded in said Clerk's Office in Map Cabinet No. 5, Envelope Nos. 128A and 128B, adding twenty (20) additional units, and (b) hereby modify and amend the Declaration to restate the Allocated Interests of all Units in all Buildings in the Condominium as set forth on Exhibit C attached hereto and incorporated herein. Except to the extent expressly modified hereby, the Declaration shall remain in full force and effect.

DECLARANT:

Suncrest Village, LLC
A West Virginia limited liability company

By:



Patrick D. Alexander

Its: Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, TO-WIT:

The foregoing Instrument was acknowledged before me this 13th day of September, 2012, by Patrick D. Alexander, the Manager of Suncrest Village, LLC, a West Virginia limited liability company, for and on behalf of said company, by authority duly given.

My Commission Expires: May 7, 2022.

[NOTARY SEAL]



Marion Stephen LeMasters
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
STEPHEN K. SHUMAN, ESQUIRE
REEDER & SHUMAN
P. O. BOX 842
MORGANTOWN, WV 26507-0842
msl-3\2012\SKS\Suncrest Village, LLC (Building 2100)\Sixth Modification To Declaration (7-24-12)

EXHIBIT C
ALLOCATED INTERESTS

Bldg. # 1300			Bldg. # 1600			Bldg. # 1800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
1311	1,100	.0046	1611	1,100	.0046	1811	1,100	.0046
1312	1,100	.0046	1612	1,100	.0046	1812	1,100	.0046
1313	700	.0029	1613	800	.0034	1813	700	.0029
1314	600	.0025	1614	600	.0025	1814	600	.0025
1315	700	.0029	1615	800	.0034	1815	700	.0029
1316	600	.0025	1616	600	.0025	1816	600	.0025
1317	1,100	.0046	1617	1,100	.0046	1817	1,100	.0046
1318	1,100	.0046	1618	1,100	.0046	1818	1,100	.0046
1321	1,100	.0046	1621	1,100	.0046	1821	1,100	.0046
1322	1,100	.0046	1622	1,100	.0046	1822	1,100	.0046
1323	1,000	.0042	1623	1,000	.0042	1823	1,000	.0042
1324	1,100	.0046	1624	1,100	.0046	1824	1,000	.0042
1325	1,600	.0067	1625	1,600	.0067	1825	1,600	.0067
1326	1,600	.0067	1626	1,600	.0067	1826	1,600	.0067
1331	1,100	.0046	1631	1,100	.0046	1831	1,100	.0046
1332	1,100	.0046	1632	1,100	.0046	1832	1,100	.0046
1333	1,000	.0042	1633	1,000	.0042	1833	1,000	.0042
1334	1,100	.0046	1634	1,000	.0042	1834	1,000	.0042
1335	1,600	.0067	1635	1,600	.0067	1835	1,600	.0067
1336	1,600	.0067	1636	1,600	.0067	1836	1,600	.0067
TOTAL	22,000	0.092	TOTAL	22,100	0.0926	TOTAL	21,800	0.0912

EXHIBIT C
ALLOCATED INTERESTS

Bldg. # 2300			Bldg. # 2400			Bldg. # 2500		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2311	1,100	.0046	2411	1,100	.0046	2511	1,100	.0046
2312	1,100	.0046	2412	1,100	.0046	2512	1,100	.0046
2313	700	.0029	2413	700	.0029	2513	800	.0034
2314	600	.0025	2414	600	.0025	2514	700	.0029
2315	700	.0029	2415	700	.0029	2515	800	.0034
2316	600	.0025	2416	600	.0025	2516	700	.0029
2317	1,100	.0046	2417	1,100	.0046	2517	1,100	.0046
2318	1,100	.0046	2418	1,100	.0046	2518	1,100	.0046
2321	1,100	.0046	2421	1,100	.0046	2521	1,100	.0046
2322	1,100	.0046	2422	1,100	.0046	2522	1,100	.0046
2323	700	.0029	2423	1,000	.0042	2523	700	.0029
2324	700	.0029	2424	1,000	.0042	2524	700	.0029
2325	700	.0029	2425	1,600	.0067	2525	700	.0029
2326	700	.0029	2426	1,600	.0067	2526	700	.0029
2327	1,100	.0046	2431	1,100	.0046	2527	1,100	.0046
2328	1,100	.0046	2432	1,100	.0046	2528	1,100	.0046
2331	1,100	.0046	2433	1,000	.0042	2531	1,100	.0046
2332	1,100	.0046	2434	1,000	.0042	2532	1,100	.0046
2333	700	.0029	2435	1,600	.0067	2533	700	.0029
2334	700	.0029	2436	1,600	.0067	2534	700	.0029
2335	700	.0029				2535	700	.0029
2336	700	.0029				2536	700	.0029
2337	1,100	.0046				2537	1,100	.0046
2338	1,100	.0046				2538	1,100	.0046
TOTAL	21,400	0.0892	TOTAL	21,800	0.0912	TOTAL	21,800	0.091

EXHIBIT C
ALLOCATED INTERESTS

Bldg. # 2600			Bldg. # 2700			Bldg. # 2800		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2611	1,200	.0055	2711	1,100	.0046	2811	1,100	.0046
2612	1,100	.0046	2712	1,100	.0046	2812	1,100	.0046
2613	800	.0034	2713	700	.0029	2813	600	.0025
2614	700	.0029	2714	700	.0029	2814	800	.0034
2615	800	.0034	2715	700	.0029	2815	600	.0025
2616	700	.0029	2716	700	.0029	2816	800	.0034
2617	1,100	.0046	2717	1,100	.0046	2817	1,100	.0046
2618	1,100	.0046	2718	1,100	.0046	2818	1,100	.0046
2621	1,100	.0046	2721	1,100	.0046	2821	1,100	.0046
2622	1,100	.0046	2722	1,100	.0046	2822	1,100	.0046
2623	700	.0029	2723	700	.0029	2823	700	.0029
2624	700	.0029	2724	700	.0029	2824	700	.0029
2625	700	.0029	2725	700	.0029	2825	700	.0029
2626	700	.0029	2726	700	.0029	2826	700	.0029
2627	1,100	.0046	2727	1,100	.0046	2827	1,100	.0046
2628	1,100	.0046	2728	1,100	.0046	2828	1,100	.0046
2631	1,100	.0046	2731	1,100	.0046	2831	1,100	.0046
2632	1,100	.0046	2732	1,100	.0046	2832	1,100	.0046
2633	700	.0029	2733	700	.0029	2833	700	.0029
2634	700	.0029	2734	700	.0029	2834	700	.0029
2635	700	.0029	2735	700	.0029	2835	700	.0029
2636	700	.0029	2736	700	.0029	2836	700	.0029
2637	1,100	.0046	2737	1,100	.0046	2837	1,100	.0046
2638	1,100	.0046	2738	1,100	.0046	2838	1,100	.0046
TOTAL	21,900	0.0919	TOTAL	21,600	0.09	TOTAL	21,600	0.0902

ALLOCATED INTERESTS

Bldg. # 2200			Bldg. # 2100			Bldg. #		
Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest	Unit #	Sq. Footage	Allocated Interest
2211	1,100	.0046	2111	1,100	.0046			
2212	1,100	.0046	2112	1,100	.0046			
2213	700	.0029	2113	700	.0029			
2214	600	.0025	2114	700	.0029			
2215	700	.0029	2115	700	.0029			
2216	600	.0025	2116	600	.0025			
2217	1,100	.0046	2117	1,100	.0046			
2218	1,100	.0046	2118	1,100	.0046			
2221	1,100	.0046	2121	1,100	.0046			
2222	1,100	.0046	2122	1,100	.0046			
2223	1,000	.0042	2123	1,000	.0042			
2224	1,100	.0046	2124	1,100	.0046			
2225	1,600	.0067	2125	1,600	.0067			
2226	1,600	.0067	2126	1,600	.0067			
2231	1,100	.0046	2131	1,100	.0046			
2232	1,100	.0046	2132	1,100	.0046			
2233	1,000	.0042	2133	1,000	.0042			
2234	1,100	.0046	2134	1,100	.0046			
2235	1,600	.0067	2135	1,600	.0067			
2236	1,600	.0067	2136	1,600	.0067			
TOTAL	22,000	0.092	TOTAL	22,000	0.0924			

SUMMARY

Bldg. 1	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5	Bldg. 6	Bldg. 7	Bldg. 8	Bldg. 9	Bldg. 10	Bldg. 11	Total
22,000	22,100	21,800	21,400	21,800	21,800	21,900	21,600	21,600	22,000	22,000	240,000