

BY-LAWS OF
ICE MOUNTAIN ASSOCIATION

These By-laws of Ice Mountain Association are adopted this 31st day of March, 1989 by John Canon, Susan Juroe and Doug Handley who are the initial directors of the Association appointed by Riverbirch, Incorporated, the developer of Ice Mountain Subdivision in Hampshire County, West Virginia. ICE MOUNTAIN ASSOCIATION is an unincorporated association organized in accordance with the West Virginia Uniform Common Interest Ownership Act (West Va. Code, §§ 36B-1-101 et seq. hereafter called "the Act"). The purposes of the Association are set forth in the "Declaration of Protective Covenants and Restrictions of Ice Mountain," attached as an Exhibit to that certain Deed of Dedication and Subdivision recorded among the land records of Hampshire County, in Deed Book Volume 309 at page 132 (the "Declaration"). Riverbirch, Incorporated, is the Declarant under the Declaration.

ARTICLE I

Members

1. Membership. The members of all lots in the Ice Mountain Subdivision (hereinafter "the Property") shall be members of Ice Mountain Association, as provided in the Declaration.

2. Meetings. A meeting of the Association must be held at least once each year at such time and place as may be called by the Board of Directors. Special meetings of the members may be

called by the President, a majority of the Board of Directors, or by lot owners having 20% of the votes in the Association. Not less than 14 nor more than 60 days in advance of any meeting, the Secretary shall cause notice to be hand-delivered or sent prepaid by United States Mail to each owner at the address designated in writing by such owner on the records of the Association. Notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these by-laws, any budget changes, and any proposals to remove a member of the Board of Directors. A quorum is present throughout any meeting of the Association if persons entitled to cast 20% of the vote in the Association are present in person or by proxy at the beginning of the meeting.

3. Voting. The owner or owners of each lot on the Property shall be entitled to one vote for each lot owned in connection with the election of directors and on such other matters as may properly come before the membership. Voting shall be in accordance with §§ 36B-3-110 of the Act.

ARTICLE II

Directors

1. Number and Qualifications. The number of directors shall be three, or such greater number as may subsequently be provided by amendment to these By-laws. Except for persons appointed by the Declarant, a majority of directors must be owners of lots on the Property.

2. Meetings. The Board shall hold an annual meeting immediately following the annual meeting of members, and may hold such other meetings during the year as may be necessary, on the call of the President or the majority of the Board. A majority of the Board shall constitute a quorum at any meeting, and must be present throughout the entire meeting. Notice of each meeting must be given to all directors. Directors can participate in a meeting by telephone conference call or similar device by which all of the directors can hear each other. Directors may also take action by unanimous written consent, in lieu of a meeting.

3. Term. The term of the initial directors (or their successors) shall last until 12 lots have been sold to persons other than the Declarant. When 12 lots have been sold, the initial directors (or their successors) shall agree among themselves that one of them shall resign, and an owner of one of the 12 lots shall be appointed to his or her place. When 35 lots have been sold and settled, the period of Declarant control shall end, and the owners (including the Declarant) shall elect a new board of directors. The candidate receiving the highest number of votes shall serve for a three-year term, the candidate with the next highest number of votes shall serve for a two-year term, and the candidate with the next highest number of votes shall serve for a one-year term. At the expiration of each term, a successor director shall be elected for a three-year term. Vacancies during a term shall be filled by the remaining directors or director, and a director appointed to fill a vacancy

shall serve for the balance of the term as to which the vacancy occurred.

4. Removal of Directors. The members, by a vote of two-thirds of the votes represented in person or by proxy at any meeting of the owners called for that purpose at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

5. Delegation of Powers. The Board of Directors may delegate to a management agent, to a committee, or to an individual any of the powers which it may exercise under these By-laws, under the Declaration, or under the Act, except those actions which would also require the approval of the members. Notwithstanding such delegation, the Board of Directors shall retain responsibility for the actions taken by such delegates, and may revoke such delegated powers at any time.

ARTICLE III

Officers

1. Election. The Board of Directors, at its annual meeting, shall elect a President, a Secretary, and a Treasurer, and may elect one or more vice presidents or other officers as it sees fit. The officers shall have duties normally exercised by persons holding such office in similar associations. The President shall be the officer authorized to sign any amendments to the Declaration on behalf of the Association.

2. Removal. An officer may be removed at any time by the Board of Directors, and, during the period of Declarant control, by the Declarant.

ARTICLE IV

Budget

1. Adoption. Within thirty (30) days after adoption of any proposed budget for the community, the Board of Directors shall provide a summary of the budget (including a provision for reasonable reserves) to all of the lot owners and shall set a date for a meeting of the owners to consider ratification of the budget. Such meeting shall be not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting, a majority of the owners of all lots (not just those at the meeting) reject the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the owners shall continue in effect until such time as the members ratify a subsequent budget proposed by the Board.

2. Operation. Once the budget has been ratified by the members, the Board of Directors shall endeavor to operate the Association within the overall limits of the budget. The Board shall have the authority to vary expenditures between line items, if in the opinion of the Board the best interests of the Association would be served thereby. If the overall actual expenditures are likely to exceed the overall budgeted amount by more than 10%, the Board shall seek approval of a supplementary

budget using the same procedure specified in Paragraph 1, except that the Board may act unilaterally in the case of bona fide emergency or casualty.

ARTICLE V

Indemnification


The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any action, proceeding or investigation by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association, against expenses (including attorney's fees), judgments, fines, and amounts incurred by him in connection with such action, proceeding, or investigation, if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and had no reasonable cause to believe that his conduct was unlawful. Expenses may be paid by the Association in advance of the final disposition of such action, proceeding or investigation, upon receipt of an agreement by the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified as authorized by this section.

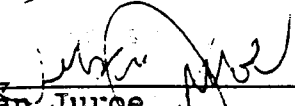
ARTICLE VI

Amendments

These By-laws may be amended by a majority vote of the owners in attendance at a meeting called for that purpose, but during the period of Declarant control may not be amended without the Declarant's consent.

These By-laws were adopted the day and year first above written by the initial Board of Directors of Ice Mountain Association.


John Canon

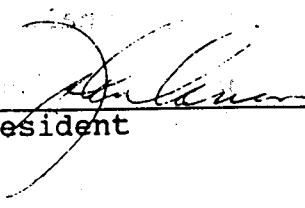

Susan Jurce


Doug Handley

CERTIFICATION

The undersigned, being the duly authorized officer of Riverbirch, Incorporated, the Declarant and the developer of Ice Mountain, hereby certifies that the three persons named in the foregoing By-laws have been duly appointed by Riverbirch, Incorporated as the initial directors of Ice Mountain Association.

RIVERBIRCH, INCORPORATED

By: 
President

SECOND
AMENDMENT TO BY-LAWS OF ICE MOUNTAIN ASSOCIATION

The By-laws of the Ice Mountain Association, first adopted on the 31st day of March, 1989, are hereby amended effective January 1, 1992 as follows:

ARTICLE II

Directors


1. Number and Qualifications. The number of directors shall be five, ...

The following shall be substituted for the existing paragraph 3. of Article II:

3. Term. Three vacancies for Board of Directors exist for 1992, two of which are newly created by this Amendment and one of which is an original expiring term. The three vacancies will be filled for 1992 by election at the November 2, 1991 annual meeting as follows. The candidate receiving the highest number of votes shall serve for a three year term; the candidate with the next highest number of votes shall serve for a two year term; and the candidate with the third highest number of votes shall serve for a one year term. At the expiration of the term of each director hereby and previously elected, a successor director shall be elected for a three year term. Vacancies during the term shall be filled by the remaining directors or director, and a director appointed to fill a vacancy shall serve the balance of the term as to which the vacancy occurred.

Adopted by vote of the Association at a meeting called for this purpose on November 2, 1991.

ATTEST:


C. Torrence Armstrong
President


Tina Kao, Secretary
Ice Mountain Association

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DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS OF
ICE MOUNTAIN

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 27th day of April, 1989, by RIVERBIRCH, INCORPORATED, a Virginia corporation ("the Declarant"), as the owner of all of that tract of land in Hampshire County, West Virginia, shown on the attached plat and known as Lots 1 through 46 inclusive, and Parcel A, ICE MOUNTAIN. The tract of land thus identified shall be referred to in this Declaration as "the Property".

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall be covenants real running with the Property and every lot and parcel contained therein, whether or not specific reference is made to this Declaration in any deed or other instrument transferring or conveying any portion or all of such Property. These covenants shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ICE MOUNTAIN ASSOCIATION

Ice Mountain Association is an unincorporated association organized under the West Virginia Uniform Common Interest

Ownership Act (Sections 36B-1-101 et seq. of the West Virginia Code ("the Act") for the following purposes: to administer the protective covenants of Ice Mountain in such a manner as to conserve and protect the value of all the Property; to maintain and administer the roads and Common Area described in Article II of this Declaration; to assess, collect and disburse the assessments authorized by Article III of this Declaration; to promote the peace, health, comfort, safety and general welfare of its members; and to do all other things permitted to similar associations by the Act.

Every owner of a lot designated as such on the attached Plat shall, by accepting a deed to such lot, automatically be a member of the Association by reason of such ownership so long as he remains an owner. (One who owns an interest in a lot solely as security for the repayment of an obligation shall not be a member.) Members shall be personally liable, jointly and severally with all other owners of their lot, for complying with the provisions of this Declaration and the reasonable rules and regulations promulgated under it by the Board of Directors of the Association, and for the payment of all assessments and charges imposed on their lots during the period of their ownership. A member may not escape his membership responsibilities by non-use of the Association facilities or abandonment of his lot.

The affairs of the Association shall be managed by a board of directors consisting of at least three members. Except for

directors appointed by the Declarant, a majority of the directors must be owners of lots within the Property. The Board of Directors shall elect officers of the Association, which shall include at least a president, secretary and treasurer. The initial Board of Directors shall adopt Bylaws for the Association prior to the conveyance of the first lot to an owner other than the Declarant; such Bylaws may thereafter be amended by a majority vote of the owners in attendance at a meeting called for that purpose, but during the period of Declarant control may not be amended without the Declarant's consent.

Subject to the provisions of Section 36B-3-103(3) of the Act, the Declarant shall, during any period of Declarant control, have the right to appoint or remove any officer of the Association, or any director of the Association appointed by it, or any member of the Design Review Committee. Unless the Declarant voluntarily surrenders it sooner, the period of Declarant control shall terminate sixty (60) days after the Declarant has conveyed seventy-five percent (75%) of the lots to owners other than the Declarant.

The owner of each lot designated as such on the attached plat shall be entitled to one vote for each lot owned in connection with the election of directors and on such other matters as may properly come before the membership. Voting shall be in accordance with Section 36B-3-110 of the Act.

The Board of Directors of the Association shall have all powers necessary and appropriate for carrying out the purposes of the Association except as may be specifically reserved by this Declaration to the members or to the Declarant.

ARTICLE II

COMMON AREA

"Common Area" shall mean and refer to (i) all real property and improvements thereon owned by the Association for the common use and enjoyment of the members, (ii) all roads and vehicular bridges within the Property, (iii) that portion of the "grassy area" shown on the attached Plat which is on Lots 15, 16, 17 and 18, and on Parcel A, and (iv) the pedestrian bridge across the North River, now located adjacent to Lot 12, and any replacement for such bridge, as well as the walkway easement across Lot 12 providing access to the said bridge as shown on the attached Plat.

Every member shall have an easement of use and enjoyment over the Common Area, subject to the right of the Board of Directors to establish reasonable rules and regulations for the use of the Common Area and to grant easements and rights of access over the Common Area.

ARTICLE III

ASSESSMENTS

Each owner of any lot shown on the Plat agrees to pay, as his personal obligation, such assessments as are authorized by

this Declaration and levied by the Board of Directors. Every such assessment shall also be a continuing lien upon the lot against which the assessment is made. The sale of any lot pursuant to a foreclosure of a deed of trust on the lot (or deed in lieu of such foreclosure) shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or deed in lieu of foreclosure, but shall not extinguish the personal liability of the owner for such unpaid assessments which became due during his period of ownership. The lien provided for herein shall be subordinate to the lien of any first deed of trust, except for assessments which accrued prior to the date such deed of trust was recorded.

The Board of Directors shall fix each year an annual assessment equally against each lot in an amount appropriate to and used exclusively to carry out the purposes of the Association described in Article I, including the funding of reasonable reserves for roadway maintenance and the timely repair and replacement of capital improvements. The maximum annual assessment for each lot, until changed by vote of the membership as hereinafter described, shall be \$260.00 per lot, indexed automatically for inflation as provided in Section 36B-1-114 of the Act. The Board of Directors may, prior to the beginning of each year, set an annual assessment for such year which does not exceed this maximum, and if the Board should fail to fix an assessment for any year, the previous year's assessment shall

apply. The maximum annual assessment may be modified or waived for one or more years with the approval of the Board of Directors and a majority vote of the members, provided that during the period of Declarant control it may only be modified or waived with the unanimous consent of all owners.

The Board of Directors may also levy a special assessment against some or all of the lots on the Property, applicable to not more than five years, for the purpose of defraying, in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property thereon, provided that such special assessment is approved by a majority vote of the owners of those lots which would be subject to the proposed special assessment.

The Board of Directors may also levy a maintenance assessment on any lot whose owner fails to maintain or restore the lot and improvements on it, as required by Article VI of this Declaration. Such a maintenance assessment shall be limited to the amount necessary to meet the cost of the maintenance or restoration and other charges, if any, permitted under this Declaration, and may not be imposed until the Board has given the owner at least thirty days notice of its intention to undertake such maintenance or restoration and afforded the owner an opportunity to be heard by the Board on the matter.

The Association may charge an owner: a) a late fee on overdue assessments, not to exceed ten percent of the assessment; b) the costs, including attorney's fees and court costs, for collection of assessments and of enforcing any of the provisions of this deed; and c) interest on overdue sums, up to the maximum rate permitted by law. Any such charges shall be added to and become a part of the lienable assessment on the lot, and they may be awarded by a court as part of its judgment in any proceeding in law or in equity.

ARTICLE IV

GRASSY AREA MAINTENANCE

In addition to the purposes set out in Article I, the Association shall also be responsible for mowing and trimming all Grassy Areas on lots 15, 16, 17, and 18, and on Parcel A, as a common expense. The Board of Directors may, by agreement with the owner, accept other areas for maintenance at the expense of such owner.

The Association shall cause the grass in such Grassy Areas to be maintained in a neat and orderly appearance consistent with the character of the community as a recreational retreat. It may, through its agents, employees or contractors, enter upon the affected lots for purposes of such maintenance without being guilty of trespass. The Association shall not have any obligation to water, fertilize, seed or otherwise care for such Grassy Areas beyond routine mowing and trimming.

DESIGN REVIEW

The objectives of this Article are to promote those qualities in the environment which bring value to the Property, to foster the attractiveness of the community as a place to live, and to preserve and protect the character of the community as a recreational retreat. It is the Declarant's specific intent to carry out these objectives within the portion of the Property which contains lots 1 through 23, inclusive, because of the openness and established nature of that portion of the community, and the fact that at the time of this Declaration there already exist a number of cabins on the Property which define the character of the community which the Declarant wishes to preserve.

Accordingly, the provisions of this article shall apply only to lots 1 through 23, inclusive. The term "lot" for purposes of this article only shall refer to one of these affected lots.

The Board of Directors of the Association shall serve as a Design Review Committee, or it may appoint a separate committee consisting of at least one and no more than three persons, who need not be members of the Association and who shall serve at the pleasure of the Board. Unless and until a plan of construction has been approved by the Design Review Committee:

- (1) No structure requiring a foundation shall be built or installed anywhere on any lot;

(2) No fence, shed or other structure shall be built or installed on any lot where it can be seen from a road within the Property;

(3) No alteration or repair affecting external appearance, including change in color, may be made to any structure requiring approval under subparagraphs (1) and (2), or to any structure existing on the Property as of January 1, 1989; and

(4) No grading or excavation shall be carried out, nor shall any live, mature trees be cut down except in approved building areas.

The Design Review Committee shall review all plans submitted to it for (a) the harmony of its exterior design and location in relation to, and its effect upon, surrounding structures, vegetation, topography and the overall community design of that section of the Property which is subject to this article; (b) the character of the exterior materials; and (c) the quality of the exterior workmanship.

All buildings and other structures requiring a foundation shall be of a style and construction to conform with the log and stone structures existing on the Property at the time this Declaration is recorded. No building shall exceed two and one-half stories in height. All fences visible from a road within the Property shall be of the same style and material as the

fences existing on the Property at the time this Declaration is recorded.

The Design Review Committee shall develop procedures for its own operations. Any decision of the Design Review Committee may be appealed to the Board of Directors, which may overrule the committee by a two-thirds vote. Any application which has not been acted on by the committee within 45 days of its receipt by the Association shall be deemed approved.

ARTICLE VI

USE RESTRICTIONS

The following restrictions shall apply to all of the lots on the Property:

a. Lots may be used only for recreational and single-family residential purposes and for purposes incidental or accessory thereto, including one guest house (subject to the approval of the Design Review Committee if Article V applies), except that camping is allowed subject to the provisions of section d. of this article. No dwelling shall be erected less than fifty (50) feet from the front or rear line, and twenty-five (25) feet from the side line, of any lot; provided, that the Design Review Committee of the Association may authorize lesser set-backs on lots 1 through 23 where indicated by terrain conditions; and provided that side line set-backs shall not apply to a property line between lots in single ownership. All exterior construction must be completed and closed within six (6)

months of the commencement of construction. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building construction operations, and in such cases for a period not to exceed four (4) months.

b. No owner shall erect or suffer to be erected any structure within, or otherwise obstruct, any easement across his lot, nor divert or otherwise interfere with the natural flow of surface water, nor obstruct any drainage ditch. No parking is permitted upon any road within the Property at any time; and as part of the development of any lot, the owner shall provide adequate off-street parking for himself and his guests.

c. No sign of any kind larger than two square feet shall be displayed on any lot, except temporary signs in connection with the construction, lease or sale of buildings or lots, and except street names and directional signs.

d. No trailer (i.e., one which can be towed by an automobile) or camper containing living or sleeping quarters may be placed upon the Property, except for purposes of camping for temporary periods or intervals, not to exceed fourteen (14) days at one time and not to exceed a total of sixty (60) days per calendar year. Any such campers or trailers must be located in compliance with the set-back lines described in section a. of this article, and must be fully self-contained or connected to an approved septic system, except that legally registered

recreational vehicles may be stored upon said lot if a permanent dwelling exists on said lot.

e. No mobile homes (including double-wide mobile homes) may be kept or installed on any lot, even if permanently mounted on a foundation. No geodesic domes may be installed on any lot. The roof on each house must be pitched so that it rises at least one (1) foot vertically for each three (3) feet of horizontal run. Asphalt siding or T-111 siding shall not be allowed on any structure. Concrete or cinderblock foundations on houses must be parged, or painted a color the same as the color of the house siding or trim. Subject to the provisions of Article V, if applicable, the installation of a modular or panelized home on the Property shall not be a violation of this restriction provided that such modular or panelized home is permanently installed on an appropriate foundation.

f. No noxious or offensive trade or activity shall be carried on upon any lot or right-of-way, nor shall anything be done thereon which may become an annoyance or nuisance to the community. Without exclusivity, the following items and activities must be thoroughly screened by appropriate methods:

1. Refuse containers (All refuse must be kept in closed sanitary containers at all times.)
2. Fuel storage tanks.

g. Each owner of a lot shall keep all improvements owned by him in good order and repair, such that the appearance

of the property, in the opinion of the Board of Directors, is not detrimental to adjoining lots. All lots, improved or unimproved, must be maintained by owner in a neat and orderly condition at all times. No garbage, refuse, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot. In the event any owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Association, the Association, upon a two-thirds (2/3) vote of its Board of Directors, and after thirty (30) days notice to the owner, during which time the owner has the opportunity to be heard by the Board, shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance, repairs and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject, as more fully provided in Article III hereof.

h. No part of any lot may be sold or used as a road or right-of-way to any land outside the Property without the advance, written permission of Declarant or the Association.

i. The Declarant reserves to itself, its successors and assigns (as Developers), the right to erect, install and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant easements or rights-of-way

therefor, with the right of ingress and egress for the purpose of erection, installation, or maintenance on, over, or under a strip of land ten (10) feet wide at any point along the side, rear or front lines of any lot or other parcel on the Property, except along common property lines where adjoining lots are under single ownership. This easement shall be in excess of any street or road right-of-way and the ten (10) feet wide strip shall be measured from the edge of any road right-of-way line.

j. All sewage disposal systems constructed on said lots shall conform to the regulations of the West Virginia Department of Health and any other appropriate local, state or federal regulatory authorities. All sewage must be disposed of through an in-ground septic system.

k. A minimum of not less than fifteen (15) inch diameter culvert must be used in all driveways leading from any subdivision road. When a driveway is installed through a wooded area, it must be curved or otherwise located to minimize the site distance up the driveway from the road.

l. Each lot owner or owners, their successors or assigns, shall maintain each lot insofar as it is possible in its natural state, and shall not cut or remove trees in areas where the removal will be visible from the road, or within fifty (50') feet of property lines, or within fifty (50) feet of the river bank of the North River, except for the construction of buildings

permitted by these restrictions, driveways, walkways, ponds and gardens, or to remove dead, injured or diseased trees.

m. Except as hereinafter provided no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, excepting that horses may be kept, though not bred. Dogs, cats and other household pets may be kept, provided that they are reasonable in number and are not kept, bred or maintained for any commercial purpose.

n. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other household waste of any type or nature, and such rubbish shall not be burned on the Property.

o. After the initial conveyance of each parcel by the Declarant herein, no further subdivision or resubdivision of any parcel shall be permitted under any circumstances, except that minor boundary line adjustments may be permitted with the approval of the Board of Directors.

p. No commercial logging activity shall be permitted anywhere on the Property.

q. Standard television antennas may be installed, but no other television, radio or microwave antennas, including but not limited to dish-type antennas for receiving signals transmitted by satellite, shall be located on any portion of the Property where they would be visible from a road within the Property.

r. All the roads on the Property, unless and until accepted by the State of West Virginia, shall be maintained as private roads by the Association. At such time as a majority of lot owners shall request that the State assume control of the roads in the Subdivision, and the State agrees to accept the roads, each lot owner will execute any and all documents necessary to accomplish dedication of the roads to the State. This paragraph shall not be interpreted, however, as implying any obligation on the part of the Declarant to make any changes or improvements in the roads, other than as required by Hampshire County for approval of the Subdivision plan.

s. Any damage done to a roadway or other Common Area by any owner, or the family member, guest or invitee of an owner, shall be the responsibility of such owner to repair. If an owner fails to make any repair required of him under this section within thirty (30) days of written notice from the Association, then the Association may make such repairs as the agent of the owner and the cost of such repairs shall constitute a maintenance assessment against such owner's lot. Such assessment shall bear interest and be collectible as provided for in Article III of this Declaration.

ARTICLE VII

GENERAL PROVISIONS

The protective covenants and restrictions contained in this Declaration shall continue in full force and effect until a

termination of this Declaration is executed and acknowledged by the owners of eighty percent of the lots and recorded among the land records of Hampshire County. This Declaration may be amended with the approval of the Board of Directors and the consent of the owners of two-thirds of all of the lots, at a meeting duly called for that purpose or in a mail referendum held for that purpose. So long as the Declarant owns any lot or lots on the Property, no such termination or amendment shall be effective without its consent.

The Association and any owner of a lot shall have the right to enforce all provisions of this Declaration by any proceeding in law or equity. The Association shall have the right to record among the land records of Hampshire County a notice of violation of any provision of this Declaration and to charge the offending owner with the cost of recording and removing the same. Failure to enforce any provision of the Declaration shall in no event be deemed a waiver of the right to do so thereafter, nor shall any liability attach to the Association or to any other person for failure to enforce such provision.

In construing this Declaration, the use of one gender or number shall imply the use of any other gender or number as the context may require; the requirement for a majority or two-thirds vote shall mean the vote of the owners of a majority or two-thirds of all of the lots or a vote of a majority or two-thirds of all of the Directors, as the case may be, and not just those

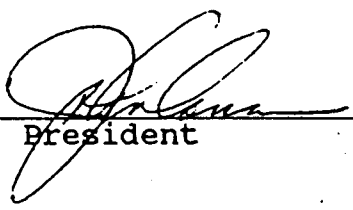
in attendance at a meeting; and the term "visible from a road" shall be determined with reference to those times of the year when trees are in leaf.

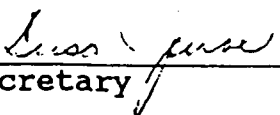
The determination by any court that any provision of this deed is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions.

This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purposes of protecting and enhancing the value, marketability and desirability of the Property. The Board of Directors shall have the right to interpret all provisions of this Declaration so as to advance the said purposes.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 5TH day of April, 1989.

RIVERBIRCH, INCORPORATED

By: 
President

ATTEST:

Secretary

DISTRICT OF COLUMBIA, to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that John Connor, whose name is signed to the foregoing instrument as President of Riverbirch Incorporated, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand this 24 day of April, 1989.

Susan Jones
Notary Public

My Commission Expires March 3 1992



THIS INSTRUMENT
WAS PREPARED BY:

THOMAS S. KENNY
ATTORNEY AT LAW
11480 SUNSET HILLS ROAD
RESTON, VA 22090

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 3rd day of May, 1989, at 12:34 P. M., this Declaration of Covenants was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va.

DEED OF DEDICATION

THIS DEED OF DEDICATION AND SUBDIVISION, DEED OF PARTIAL RELEASE, DEED OF SUBORDINATION, and DEED OF CONVEYANCE, dated this 27th day of April, 1989, by and between RIVERBIRCH, INCORPORATED, a Virginia corporation, party of the first part; LOUDOUN L. THOMPSON and CHARLES E. PARSONS, Trustees, parties of the second part; and ICE MOUNTAIN ASSOCIATION, an unincorporated association organized under the West Virginia Uniform Common Interest Ownership Act, party of the third part,

W I T N E S S E T H :

WHEREAS, the party of the first part is the sole owner of the property described by metes and bounds in Schedule "A" attached hereto and incorporated herein by reference, which is a portion of the land conveyed to it by Deeds recorded in Deed Book Volume 306 at pages 219 and 224 among the land records of Hampshire County, West Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the property described in Schedule "A" into lots and a parcel, as shown on the plat attached hereto and made a part hereof, and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part to subject the lots and parcel on the property described in Schedule "A" to the Declaration of Covenants, Conditions and Restrictions which are attached hereto as Exhibit 1 and which are incorporated herein by reference.

WHEREAS, the property described in Schedule "A" is subject to the lien of a certain Deed of Trust dated April 20, 1989, and

of Trust
recorded in Deed/Book 150 at page 662 of the aforesaid County
land records, wherein said land was conveyed unto Loudoun L.
Thompson and Charles E. Parson, Trustees, parties of the second
part, in trust, to secure certain indebtedness, more specifically
set forth therein, and payable to the order of First National
Bank of Romney; and

WHEREAS, First National Bank of Romney, as evidenced by its
signature hereon, authorizes and directs Loudoun L. Thompson and
Charles E. Parsons, Trustees, to join in the execution of this
Deed of Dedication and Subdivision, Deed of Easement, Deed of
Conveyance, Deed of Partial Release and Deed of Subordination;

NOW, THEREFORE, in consideration of the premises and the sum
of One Dollar (\$1.00), cash in hand paid, receipt of which is
hereby acknowledged, the party of the first part does hereby
subdivide all those certain tracts or parcels of land described
by metes and bounds in Schedule "A" attached hereto and
incorporated herein by reference, to be known as ICE MOUNTAIN, in
accordance with the attached plats, the first for Phase I dated
March 27, 1989, and prepared by K. F. Snyder & Associates of
Romney, West Virginia, and the other for Phase II dated March,
1989, by Green Engineering Office of Burlington, West Virginia,
which are attached hereto and made a part of this Deed of
Dedication and Subdivision; and

THIS DEED FURTHER WITNESSETH that the party of the first
part, together with the parties of the second part, does hereby
subject Lots 1 through 46, both inclusive, and Parcel "A," ICE

MOUNTAIN, to the Declaration of Protective Covenants and Restrictions attached hereto as Exhibit 1 and which are incorporated herein by reference, which shall run with the land and be binding thereto.

ICE MOUNTAIN ASSOCIATION, party of the third part, hereby accepts the responsibilities and duties with respect to said land, subdivided herein, which are imposed upon it by the protective covenants and restrictions recorded as aforesaid.

IN ACCORDANCE WITH Section 36B-2-105 of the West Virginia Code (as amended), and other provisions of the West Virginia Common Interest Ownership Act, the party of the first part does hereby declare, in addition to the matters set forth in Exhibit 1:

1. The name of the common interest community shall be ICE MOUNTAIN, and it is a "planned community" within the meaning of the aforesaid Act;
2. The community is located entirely within Hampshire County;
3. The real estate included in the community is described in Schedule "A";
4. The party of the first part, as declarant, does not reserve any right to create additional lots or parcels;
5. The boundaries of each lot are shown on the attached plat.
6. The common area of the community shall consist of Parcel A shown on the attached plat and the additional property described in Article II of the attached Exhibit 1. No other land may become common area.

7. The declarant reserves no "development rights" as to the community within the meaning of Section 36B-1-103(14) of the Act.
8. The declarant reserves the following "special declarant rights" within the meaning of Section 36B-1-103(29) of the said Act: to maintain one sales office and a reasonable number of signs advertising the community until the last lot owned by declarant is sold and conveyed; to use easements through the common area for the purpose of making improvements within the community, until the last lot owned by the declarant is sold and conveyed; and to appoint or remove officers or directors of the Ice Mountain Association, or members of the Design Review Committee during the period and under the circumstances described in Article I of Exhibit 1.
9. The annual assessments for the common expenses of the community shall be levied equally against each lot, and each lot shall be entitled to one vote in the Ice Mountain Association. Under the covenants set forth in Exhibit 1, additional assessments may be imposed which will not necessarily apply equally to all lots.
10. The restrictions on use of the lots shall be as set forth in Exhibit 1. There are no restrictions on occupancy of the lots except a restriction on the period of time for which the lots can be used for camping, as set forth in Exhibit 1. There are no restrictions on alienation of the lots, nor on the amount for which lots may be sold.
11. The record data on easements and licenses appurtenant to or included in the community are shown on the attached plat. In addition, a right of way is reserved to S. Virginia Pugh, her heirs and assigns, forever, through the community, over the old road as at present in regular use, leading from the Springfield Pike (Hampshire County 45/20) to the Ice Mountain and to the home place of George Deaver, Jr., which right of way was reserved in a deed of Frances A. Hiett, et al., to F. W. Deaver dated May 30, 1914 and recorded among the land records of

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the second part, as authorized and directed by the Noteholder, do hereby release and discharge Parcel "A" as shown on the attached plat from the lien of the Deed of Trust recorded in Deed of Trust Book 150 at page 662, of the land records of Hampshire County, West Virginia.

TO HAVE AND TO HOLD SAID property unto the party of the first part, its successors and assigns, fully released and discharged from the lien and operation of the aforesaid Deed of Trust.

It is expressly understood that the release of the portion of real estate hereinabove described from the lien of the Deed of Trust recorded in Deed of Trust Book 150 at page 662, shall not affect in any wise the lien of the said Deed of Trust upon the other land conveyed thereby and not released hereby, and the said Deed of Trust shall remain in full force and effect as to the land not expressly released; and

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part, with the consent of the parties of the second part, does hereby grant, bargain, sell and convey unto ICE MOUNTAIN ASSOCIATION, the party of the third part with GENERAL WARRANTY of Title, all that certain lot or parcel of land together with improvements thereon, situate and being in the Gore District, Hampshire County, West Virginia, and being more particularly described as follows:

All of Parcel "A", ICE MOUNTAIN, as shown on the plat attached hereto and made a part hereof.

SUBJECT TO the protective covenants, charges, liens and easements contained in the Declaration of Protective Covenants and Restrictions set forth in Exhibit 1 and which are incorporated herein by reference; and further subject to the provisions of the valid ordinances of the County of Hampshire, West Virginia, in effect as of the date hereof; and further subject to all easements, restrictions and rights of way now existing or imposed by this Deed; and

SUBJECT TO the non-exclusive right and privileges in the owners of the residential lots in ICE MOUNTAIN for themselves and their invitees entering upon and using all of the parking areas, streets, open spaces, paths and other facilities located now or hereafter upon the described parcel, subject to the reasonable regulations and by-laws of the ICE MOUNTAIN ASSOCIATION; and the

SUBJECT TO perpetual easements for the maintenance, repair and replacement of underground footings, footing drains and cornices, eaves and windows, if any, which project into the said Parcel "A" hereby conveyed, which easements are

reserved to the party of the first part, for conveyance to the respective purchasers of said lots; and

SUBJECT TO the rights of the party of the first part, its successors and assigns, to enter and re-enter upon the parcel conveyed hereby for the purpose of constructing and otherwise completing improvements in accordance with the applicable site plan on file with the County of Hampshire, such right to continue in existence until the party of the first part is released from its obligations under the terms of any applicable Site Plan Agreement and any applicable bonds in connection therewith.

SUBJECT TO the right of the party of the first part, its successors or assigns, to enter the premises for utilities, drainage, and surface water drainage which are reserved to it in Article VI, Paragraph i. of the attached Declaration of Protective Covenants and Restrictions for the purpose of constructing or maintaining any easement areas.

The party of the first part covenants that it has the right to convey the said property; that it has done no acts to encumber the same, except as above stated; the party of the third part shall have quiet possession thereof, free from all encumbrances, except as above stated; and the party of the first part will execute such further assurances of title as may be requisite.

This Dedication and Subdivision is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities in Hampshire County, West Virginia, as shown by the signatures affixed to the plat attached hereto; and is in accordance with the free consent and desire of the parties of the first part, of the second part, and of the third part, as evidenced by their respective endorsements hereto.

IN WITNESS WHEREOF, the parties have caused this Deed to be signed in proper person or by their duly authorized officers, as duly authorized and directed by their respective Boards of Directors, all as of the day and year first above written.

RIVERBIRCH, INCORPORATED, a
Virginia corporation

ATTEST:
[Corporate seal]

[Signature]
Secretary

By: *[Signature]*
President

ICE MOUNTAIN ASSOCIATION

By: *[Signature]*
President

TRUSTEES:

[Signature]
Loudoun L. Thompson, Trustee

[Signature]
Charles E. Parsons, Trustee

NOTEHOLDER:

FIRST NATIONAL BANK OF ROMNEY

By: *[Signature]*

STATE OF WEST VIRGINIA

141

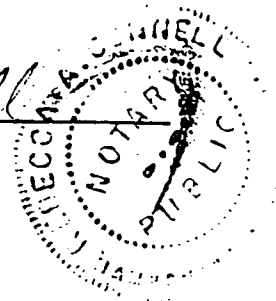
COUNTY OF HAMPSHIRE, to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Loudoun L. Thompson, whose name is signed to the foregoing instrument, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand this 27th day of April, 1989.

Rebecca A. Cornell
Notary Public

My Commission Expires May 1, 1994



STATE OF WEST VIRGINIA

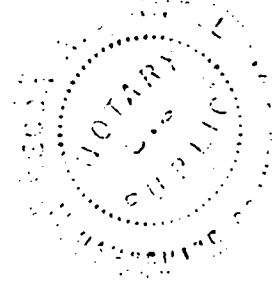
COUNTY OF HAMPSHIRE, to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Charles E. Parsons, whose name is signed to the foregoing instrument, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand this 27th day of April, 1989.

Rebecca A. Cornell
Notary Public

My Commission Expires May 1, 1994



THIS INSTRUMENT
WAS PREPARED BY:

THOMAS S. KENNY
ATTORNEY AT LAW
11480 SUNSET HILLS ROAD
RESTON, VA 22090

144

Description of the Perimeter of Phase II

All that tract of land nearly surrounded by a loop of the North River, just West of Ice Mountain and about 2 miles Southeast of Slanesville, and in Gore District, Hampshire County, WV., as shown on two plats prepared by Geoffrey D. Green, P.E., W.V. Reg. No. 8293, said plate attached hereto and made a part of this description; more particularly bounded as follows:

beginning a point in the North River, corner of Lot 22 of Phase I, thence down the river by new division lines

N 32 deg. 30' 13" E 303.25 , thence

N 7 deg. 53' 51" E 649.10 , thence

S 66 deg. 36' 17" E 184.48 , thence

N 83 deg. 48' 26" E 550.00 , thence

S 49 deg. 00' 09" E 132.17 , thence

S 16 deg. 32' 27" E 258.68 , thence

S 16 deg. 08' 33" E 194.33 , thence

S 2 deg. 18' 08" E 143.92 to a point in a line of the parent tract and a line of Forest County Club, thence with the line of the parent tract

S 43 deg. 16' 59" W 30.30 to a 3/4" iron rod found on the East bank of the river, thence

S 14 deg. 16' 32" E 1755.67 to a 3/4" iron rod found on a hillside near but well above the river, thence

S 60 deg. 26' 31" E 497.02 , thence

S 17 deg. 12' 51" W 535.49 to a point in the river, at or near a corner of the 187.1629 acre tract of which this is a part, thence down the river by new division lines with Phase I of this subdivision

S 82 deg. 11' 21" W 148.43 , thence

S 83 deg. 39' 09" W 185.92 , thence

N 77 deg. 09' 04" W 414.03 , thence

S 82 deg. 56' 30" W 147.44 , thence

N 73 deg. 12' 45" W 199.35 , thence

ICE MT. CONT'D

N 14 DEGREES 33 MINUTES 20 SECONDS WEST, 460.95 FEET,
THENCE LEAVING SAID RIVER

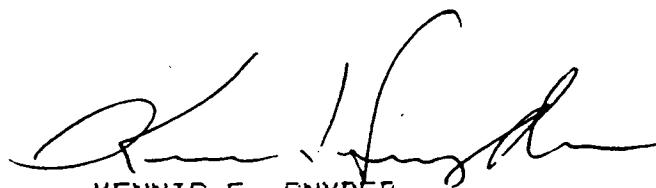
N 33 DEGREES 31 MINUTES 00 SECONDS EAST, 267.98 FEET, TO A 1
INCH PEG BY A 16 INCH WHITE OAK FOUND, THENCE

N 24 DEGREES 18 MINUTES 00 SECONDS WEST, 1,723.26 FEET, TO A
PLANTED STONE FOUND ON THE WEST SIDE OF DEVILS BACKBONE, THENCE

N 73 DEGREES 31 MINUTES 31 SECONDS WEST, 179.44 FEET, TO A
PLANTED STONE FOUND, THENCE

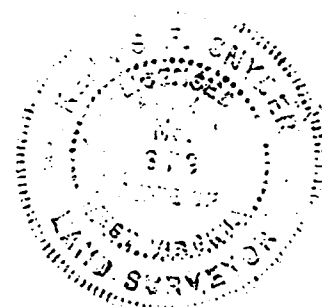
N 21 DEGREES 00 MINUTES 36 SECONDS WEST, 517.22 FEET, TO THE
BEGINNING CONTAINING 115.38 ACRES, MORE OR LESS, AS SURVEYED BY
K.F. SNYDER & ASSOCIATES IN JANUARY 1989 AND AS SHOWN ON THE
ATTACHED PLAT MADE A PART OF THIS OFFICIAL DOCUMENT.

BEING A PART OF THE SAME LAND CONVEYED TO RIVERBIRCH INC.
FROM JOANNE S. DURST, ET UX; BY THE FOLLOWING DEEDS DATED 5
JANUARY 1989, AND OF RECORD IN THE OFFICE OF CLERK OF THE
HAMPSHIRE COUNTY COMMISSION IN DEED BOOK 306 AT PAGES 219 AND
224.



KENNIS F. SNYDER
LICENSED LAND SURVEYOR WV #679
PROPERTY LINE SURVEYOR MD #151

KFS:NGS
APRIL 11, 1989



N 56 deg. 27' 07" W 918.04 , thence

H 36 deg. 20' 12" W 190.34 , thence

145

N 28 deg. 01' 18" W 734.74 , thence

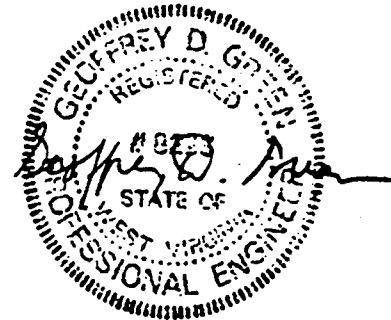
H 52 deg. 02' 37" W 551.84 , thence

N 42 deg. 13' 21" E 58.94 , thence

N 9 deg. 14' 40" W 326.77 , thence

N 8 deg. 17' 55" E 475.15 to the point of beginning,
containing 127.783 Acres, +/-, Bearings by magnetic meridian,
approximately 9 deg. 44' West of True North.

Being a part of the 187.1629 acre tract of Joanna S. Durst
(reference Deed Book 251, p. 102) and a small part of the Richard
Durst tract (reference Deed Book 234/345).



STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 3rd day of May, 1989, at 12:34 P. M.,
this Deed of Dedication was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Zeller Clerk
County Commission, Hampshire County, W. Va.

46542

RECEIVED FOR RECORD
H/100111 99. COURT

MAR 3 12 34 PM '89

NANCY S. FELLER
CLERK

State of Nevada, Plaintiff,
County of Clark, Defendant,

Recorded in Deed Bk No. 309

Page 132

LI Thompson

INDEX NOTE: PURSUANT TO W. VA. CODE § 36B-2-117(c), THIS AMENDMENT MUST BE INDEXED IN THE GRANTEE'S INDEX IN THE NAMES OF "ICE MOUNTAIN" AND "ICE MOUNTAIN ASSOCIATION", AND IN THE GRANTOR'S INDEX IN THE NAME OF "ICE MOUNTAIN ASSOCIATION".

file copy 32

JACKSON & KELLY

ATTORNEYS AT LAW

1800 LAIDLEY TOWER

P. O. BOX 563

CHARLESTON, WEST VIRGINIA 25322

TELEPHONE 304-340-1000

TELECOPIER 304-340-1130

115 WEST KING STREET
MARTINSBURG, WEST VIRGINIA 25401
TELEPHONE 304-283-8808

8000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-588-3000

258 RUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26156
TELEPHONE 304-455-1751

250 CHARLES STREET
SISTERSVILLE, WEST VIRGINIA 26175
TELEPHONE 304-852-5641

175 EAST MAIN STREET
LEXINGTON, KENTUCKY 40505
TELEPHONE 606-255-8600

202 WEST MAIN STREET
FRANKFORT, KENTUCKY 40601
TELEPHONE 502-227-4000

1701 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20008
TELEPHONE 202-858-7880

WRITERS DIRECT DIAL NO.

September 18, 1990

340-1323

C. Torrence Armstrong, Esq.
Ice Mountain Association
Suite 1000
1199 North Fairfax Street
Post Office Box 25047
Alexandria, VA 22313

RE: Amendments to Declaration of Protective Covenants
and Restrictions of Ice Mountain

Dear Torrence:

I enclose the original of the recorded First Amendment of Declaration of Protective Covenants and Restrictions of Ice Mountain, which has been recorded in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 321, at page 284, and the Second Amendment of Declaration of Protective Covenants and Restrictions of Ice Mountain, which is of record in the said Clerk's office in Deed Book 321, at page 287.

Please let me know if we can be of any further assistance.

Sincerely,



Wendel B. Turner

WBT/sjm

Enclosures

FIRST
AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS AND
RESTRICTIONS OF ICE MOUNTAIN

284

THIS AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF ICE MOUNTAIN, effective as of March 10, 1990, by ICE MOUNTAIN ASSOCIATION, an unincorporated association organized under the West Virginia Uniform Common Interest Ownership Act as the unit owners association for a common interest community known as ICE MOUNTAIN;

W I T N E S S E T H:

WHEREAS, at the annual meeting of the unit owners of Ice Mountain held on March 10, 1990, the owners of more than two-thirds of all of the lots of Ice Mountain consented to the hereinafter described amendment to the Declaration of Protective Covenants and Restrictions of Ice Mountain (hereinafter "Declaration"), which said Declaration is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 309, at page 146; and,

WHEREAS, the adoption of this amendment conforms to all requirements of Article VII of the Declaration and all applicable provisions of the West Virginia Uniform Common Interest Ownership Act.

NOW, THEREFORE, the undersigned duly authorized officer of Ice Mountain Association does hereby CERTIFY that the Declaration has been amended as follows:

FIRST: Article II of the Declaration shall read in its entirety as follows:

Return to: Wendell B. Turner, Esq.
P.O. Box 553, Chancelston, WV 25322

"Common Area" shall mean and refer to (i) all real property and improvements thereon owned by the Association for the common use and enjoyment of the members, (ii) all roads and vehicular bridges within the Property, (iii) Parcel A as shown on the Plat of Ice Mountain and (iv) the pedestrian bridge across the North River now located adjacent to Lot 12, and any replacement of such bridge, as well as the walkway easement across Lot 12 providing access to the said bridge as shown on said Plat.

Every member shall have an easement of use and enjoyment over the Common Area, subject to the right of the Board of Directors to establish reasonable rules and regulations for the use of the Common Area and to grant easements and rights of access over the Common Area.

SECOND: Article IV of the Declaration shall read in its entirety as follows:

GRASSY AREA MAINTENANCE

In addition to the purposes set out in Article I, the Association shall also be responsible for mowing and trimming, as a common expense, those portions of Lots 15, 16, 17 and 18 and Parcel A which are designated as "grassy area" on the Plat of Ice Mountain; provided, however, that (other than with respect to Parcel A) such maintenance responsibility shall not be deemed to constitute any grassy area as a Common Area. The Board of Directors may, by agreement with the owner of any other grassy areas, accept such other grassy areas for maintenance at the sole expense of such lot owner.

The Association shall cause the grass in the designated grassy areas upon Lots 15, 16, 17 and 18 and Parcel A to be maintained in a neat and orderly appearance consistent with the character of the community as a recreational retreat. It may, through its agents, employees or contractors, enter upon Lots 15, 16, 17 and 18 for purposes of such

maintenance without being guilty of trespass. The Association shall not have any obligation to water, fertilize, seed or otherwise care for the grassy areas on Lots 15, 16, 17 and 18 beyond routine mowing and trimming.

Except as hereby amended, the Declaration shall continue in full force and effect in accordance with all of its terms.

WITNESS the following signature:

ICE MOUNTAIN ASSOCIATION

By C. Torrence Armstrong
Its President

STATE OF Virginia,
City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this 23 day of August, 1990, by C. Torrence Armstrong, the President of ICE MOUNTAIN ASSOCIATION, on behalf of said association.

My commission expires _____

My Commission Expires March 24, 1992

Terian D. Middleton
Notary Public

This document was prepared by Wendel B. Turner, Attorney at Law, Jackson & Kelly, 1600 Laidley Tower, P. O. Box 553, Charleston, West Virginia 25322

1321g

-3-

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 31st day of August, 1990, at 1:24 P. M., this Amendment of Declaration was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

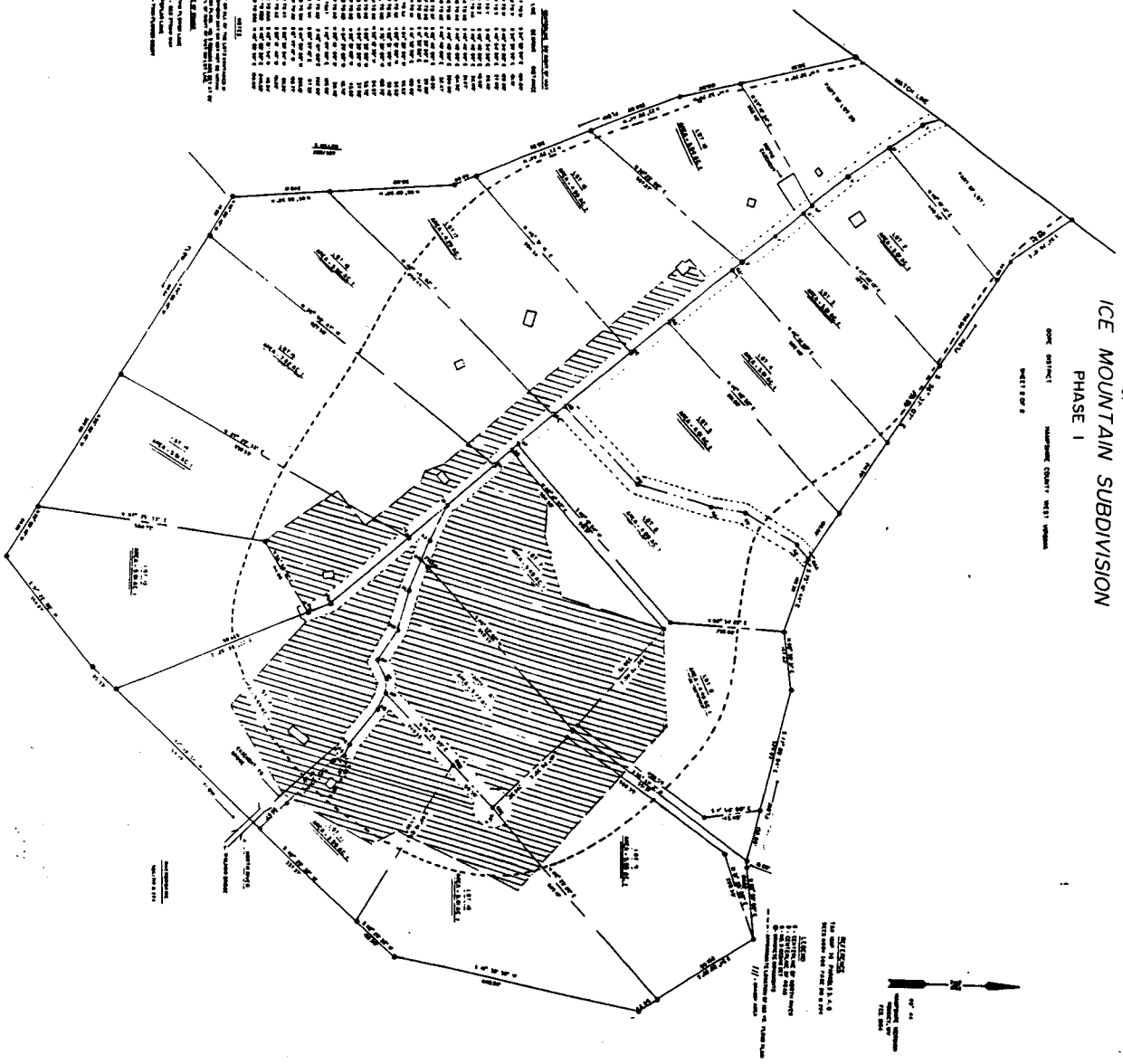
Attest

Nancy C. Zeller
County Commission, Hampshire County, Clerk

PLAT of SURVEY
of
ICE MOUNTAIN SUBDIVISION
PHASE I

MAP BOOK 5
PAGE 91

DATE SURVEYED: 1987
DRAWN BY: [Name]
CHECKED BY: [Name]



N. J. SWING & ASSOCIATES
 1000 N. 10th Street, Suite 100
 Anchorage, Alaska 99503
 Phone: (907) 562-1234
 Fax: (907) 562-1235
 Date: 10/1/87
 Project: Ice Mountain Subdivision Phase I
 Surveyor: [Signature]
 Check: [Signature]

49173

SECOND
AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS AND
RESTRICTIONS OF ICE MOUNTAIN

287

THIS AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF ICE MOUNTAIN, effective as of July 24, 1990, by ICE MOUNTAIN ASSOCIATION, an unincorporated association organized under the West Virginia Uniform Common Interest Ownership Act as the unit owners association for a common interest community known as ICE MOUNTAIN;

W I T N E S S E T H:

WHEREAS, by mail vote of the unit owners of Ice Mountain on July 15 1990, the owners of more than two-thirds of all of the lots of Ice Mountain consented to the hereinafter described amendment to the Declaration of Protective Covenants and Restrictions of Ice Mountain (hereinafter "Declaration"), which said Declaration is of record in the office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 309, at page 146; and,

WHEREAS, the adoption of this amendment conforms to all requirements of Article VII of the Declaration and all applicable provisions of the West Virginia Uniform Common Interest Ownership Act.

NOW, THEREFORE, the undersigned duly authorized officer of Ice Mountain Association does hereby CERTIFY that the Declaration has been amended as follows:

Article VI of the Declaration shall be amended by adding

a new paragraph (t) as follows:

(t). Any new power, telephone, cable or other wire service which may ordinarily be carried on poles shall be run underground from the Association Road right-of-way to the building site on a parcel. This shall not be interpreted to be a requirement for the owners of lots with cabins as of January 1, 1990 to bring power in underground. In special situations such as steepness of grade or rock formation, the Board of Directors may waive this requirement, subject to a 30-day waiting period before work is commenced.

Except as hereby amended, the Declaration shall continue in full force and effect in accordance with all of its terms.

WITNESS the following signature:

ICE MOUNTAIN ASSOCIATION

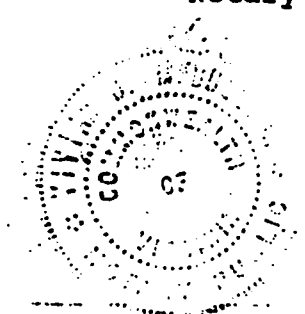
By C. Terrence Armstrong
Its President

STATE OF Virginia,
City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this 23 day of August, 1990 by C. Terrence Armstrong, the President of ICE MOUNTAIN ASSOCIATION, on behalf of said association.

My commission expires My Commission Expires March 24, 1992.

Verian D. Middleton
Notary Public



STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 31st day of August, 1990, at 1:26 P.M., this Amendment to Declaration was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va.