

**Amendment to Declaration of Restrictions
and Observations Concerning the Inapplicability of an Act Authorizing the
Creation of A Common Interest Community
Pursuant to W.Va. Code § 36B-1-101, *et seq.***

WHEREAS R and M at Middlefork. Inc., has filed for bankruptcy protection in the United States Bankruptcy Court for the West Virginia Northern District Bankruptcy Court at case no. 2:18-bk-00613; and,

WHEREAS the principals of R and M at Middlefork. Inc., Robert Lawrence Clutter and Melissa Dawn Clutter filed for bankruptcy protection in the same court at case no. 1:18-bk-00866; and,

WHEREAS Martin P. Sheehan has been named the Trustee of each of the foregoing bankruptcy estates; and,

WHEREAS R and M at Middlefork. Inc., has been, and remains, indebted to First Community Bank, and

WHEREAS Robert and Melissa Clutter have guaranteed that debt; and,

WHEREAS R and M at Middlefork. Inc., and Robert and Melissa Clutter have independently posted collateral with First Community Bank in the form of real estate secured by a Deed of Trust recorded in Deed of Trust Book 552 page 19 in the Office of the Clerk of the County of Upshur County, West Virginia; and,

WHEREAS R and M at Middlefork. Inc., and Robert and Melissa Clutter have posted additional collateral in the form of an Assignment of Rents from property described as 18.46 acres and 169 acres at 230 Campground Road Buckhannon, West Virginia as set forth in Assignment Book 55 at page 450; and,

WHEREAS a Declaration of Restrictions affecting the property held by R and M at

Middlefork. Inc. was recorded in the Office of the Clerk of the County Commission of Upshur County at Deed Book 282 at page 231, by Middlefork Camper Resort, Inc., a predecessor in title to R and M at Middlefork. Inc., and said Declaration of Restrictions provided that the document was said to run with the land; and,

WHEREAS litigation had been conducted by and between Harold "John" Van Horn, as President of Concerned Campground Owners of Middlefork Resort, individually and as representative of a class of persons similarly situated at Middlefork River Resorts Inc. against Middle Fork River Resort, Inc., at Case No 96-C-269 and said litigation was resolved by an agreed order which order was entered in Deed Book 404 at page 128 in the Office of the Clerk of the County Commission of Upshur County; and,

WHEREAS that order resulted in a declaratory judgment limiting the uses of fees paid by Individual Campground Lot Owners; and,

WHEREAS, it appears that the First Community Bank subsequently made a loan to R and M at Middlefork. Inc., which loan was guaranteed by Robert and Melissa Clutter, and thereafter First Community Bank such loan was made with record notice of all matters of public record; and,

WHEREAS, First Community Bank, through counsel, consented to the filing of a Motion to Reject Executory Contract filed by Martin P. Sheehan in R and M at Middlefork. Inc., to reject components of the Declaration of Restrictions as an Executory Contract; and,

WHEREAS, R and M at Middlefork. Inc., has not provided electricity to Individual Campground Lot Owners despite the provisions of the Declaration of Restrictions relating

thereto; and,

WHEREAS the United States Bankruptcy Court has stayed all action on the Motion to Reject Executory Contract pending efforts to resolve the principal issues raised therein; and,

WHEREAS the Trustee and a group of Individual Campground Lot Owners, including those persons referred to in the section titled "Transfer Effective Date" that appears below, have negotiated this document with the Trustee as a compromise of the Motion to Reject the Executory Contract.

IT IS HEREBY AGREED by

Martin P. Sheehan in his capacity as Trustee of the Bankruptcy Estate of R and M at Middlefork. Inc., and as Trustee of the Bankruptcy Estate of Robert and Melissa Clutter, and with the approval of First Community Bank and upon acceptance by Monongahela Power Company, and those persons referred to in the section titled "Transfer Effective Date," their heirs and assigns that appears below, to wit:

1) that the Trustee will transfer, by separate instrument, a 7.5 KV overhead electric line, now existing, being approximately 3400 feet long over the property of the Bankruptcy Estate of Robert Lawrence Clutter and Melissa Dawn Clutter and the Bankruptcy Estate of R and M Middlefork. Inc. to Monongahela Power Company,

2) that the Trustee will also transfer to Monongahela Power Company the right to use such easements as are now existing, within the Campground, to permit Monongahela Power Company to construct and operate power lines over easements currently possessed by the Bankruptcy Estate of R and M at Middlefork. Inc., and the Bankruptcy Estate of Robert and

Melissa Clutter, so that Monongahela Power Company might supply electric power to each Individual Campground Lot within the Campground, and to the water production facilities, and to common areas, such as bath houses and a pool, and elsewhere within the Campground as may be agreed; and,

3) that electricity within the Campground shall thereafter be supplied by Monongahela Power Company, and each Individual Campground Lot Owner shall be responsible for making any connection from a meter to be installed by Monongahela Power Company to the point of use on the Individual Campground lot property and making payments to Monongahela Power Company for electricity used by each Individual Campground Lot Owner; and the Owner shall be responsible for payments to Monongahela Power Company for electricity used for water production facilities, common areas, and other property of Owner, and,

4) these provisions of these first four paragraphs are dependent on the acceptance by Monongahela Power Company of the transfers described herein, and to the construction of such power lines as outlined herein.

Transfer Effective Date

The transfers outlined in the foregoing paragraphs shall be made by the Trustee at the earlier of a) the Effective Date of this Document or b) the date on which the owners of Individual Campground Lots known as

Tax Parcel No.	Individual Campground Owner
5-6-74	Marcia Koon and Shaw Dakota Young
5-6-258, -261; -262; -263	Donald A. Bennett, Jr. and Donna J. Lindsey
5-8-19	Sam Lopez and Linda Lopez
5-6-204, -205	Sheila and William Phillips
5-6-42, -44	Tammy and Steve Snyder
5-6-232, -233	Carl Richard Jennings
5-6-101, -102, -103	S & H Investing, LLC, a Georgia Corporation by its member James O. Miller
5-6-266	Edward and Beth Butcher, Deveny Butcher, and Taylor Butcher
5-6-242	Bonne and Paul Riffle
5-6-177, -214, -215	Suzanne and Kerry Hess

or their successors, shall have consented to the changes to the Declaration of Restrictions made in this Document by affixing their irrevocable signatures hereto.

IT IS FURTHER AGREED that the remaining provisions shall, when effective, amend the former Declaration of Restrictions. To the extent the provisions of this Amendment are inconsistent with the prior Declaration of Restrictions, the provisions of this Amendment still control. Pending any transfer of interest in real estate held by the Bankruptcy Estate of R and M at Middlefork, Inc., and/or the Bankruptcy Estate of Robert Lawrence Clutter and Melissa Dawn Clutter, it is recognized that said entities are the Owners of Real Estate pertaining to the Campground. However, with the understanding that there will likely be a transfer of such

interests in the future, the role of the Bankruptcy Estate of R and M at Middlefork. Inc., shall be described hereinafter by reference to Owner.

Agreement of Individual Campground Lot Owners

It was previously mentioned that Martin P. Sheehan, Trustee of the Bankruptcy Estates of R and M at Middlefork. Inc., and Robert Lawrence Clutter, and Melissa Dawn Clutter were parties agreeing to these provisions. The other parties agreeing hereto as parties of the second part are described as follows:

- a. The Owners of Individual Campground Lots, being the owners of the current owners of the same lots affected by the Declaration of Restrictions of record in the Office of the Clerk of the County Commission of Upshur County at Deed Book 282 at page 128 and all of whom are specifically identified in Appendix I hereto.
- b. This agreement binds each and every current Individual Campground Lot Owner, whether or not signed by the owner or owners of an Individual Campground Lot, and their successor heirs and assigns pursuant to the terms of the Declaration of Restrictions, previously described.
- c. Those Declaration of Restrictions authorized the original terms of the Declaration of Restrictions to renew for 10-year periods unless a majority of the owners of individual sites a/k/a/ Individual Campground Lots, agreed to a change in the document. The next such time that said agreement is subject to revision in accordance therewith is January 1,

2020.

- d. Alternatively, written changes to the Declaration of Restrictions may be made at any time upon the consent of 75% of the owners of Individual Campground Lots.
- e. This agreement shall to be effective pursuant to the provisions concerning effectiveness contained elsewhere herein.

Provisions Concerning Effectiveness

To induce Martin P. Sheehan, the Trustee of the Bankruptcy Estates of R and M at Middlefork, Inc., and the Trustee of the Bankruptcy Estate of Robert Lawrence Clutter and Melissa Dawn Clutter, to enter into this agreement, the Individual Campground Lot Owners have agreed, by signing the attached Ratification, that no consent agreed to herein in writing by any Individual Campground Lot Owner may be revoked, once signed, until resolution of a Motion to be filed by the Trustee concerning effectiveness of these modifications. Any such motion must be filed by February 1, 2020. If said motion is denied then revocation of consent may be made. Any such revocation shall be in writing and shall not be effective until recorded with the Clerk of the County Commission of Upshur County.

This agreement shall be effective upon entry of a) an Order by the United States Bankruptcy Court for the Northern District of West Virginia confirming that 75% of the Campground Lot Owners have agreed to the modifications contained herein, or entry of b) an Order by the United States Bankruptcy Court for the Northern District of West Virginia confirming that a majority of the Campground Owners have consented to the modifications

contained herein by January 1, 2020.

Failure of Martin P. Sheehan, the Trustee of the Bankruptcy Estates of R and M at Middlefork. Inc., and Robert and Melissa Clutter, to file a motion to obtain approval by February 1, 2020 shall cause the original Declaration of Restrictions to remain unmodified by this Document.

Purpose of Restrictions

The purposes of these restrictions and such additional regulations, as may be promulgated, is to preserve the Campground as a resort for the Owners of Individual Campground Lots and not for transient visitors.

The Resort, and its amenities shall be operated to maintain a natural and rustic experience.

Unity of Title of Campground Property and Limitation on Use

The real estate now held by the Trustee of the Bankruptcy Estate of R and M at Middlefork. Inc., as described in Deed Book 514 at page 723 in the Office of the Clerk of the County Commission of Upshur County and the real estate now held by the Trustee of the Bankruptcy Estate of Robert Lawrence Clutter and Melissa Dawn Clutter as described in Deed Book __ at page __ in the Office of the Clerk of the County Commission of Upshur County are now held as separate parcels. It is the intent of the Trustee of both Bankruptcy Estates when a transfer of said parcels is made to transfer said parcels to a common owner.

To preserve a natural and rustic quality of the Campground, the Owner agrees to limit the use of such property and agrees there shall be a restrictive covenant prohibiting use of any

portion of the property for a manufacturing facility.

No Farm animals, other than horses for use on designated bridle paths, shall be allowed on an Individual Campground Lot. Horses may be temporarily, that is for a period not to exceed three consecutive days, be maintained on an Individual Campground Lot, no more than three times from March 15, to October 31, and never from October 31st to March 15. An individual Campground Lot Owner who brings a horse or horses into the Campground shall be responsible for the horse and shall remove all waste products generated by a horse.

No animals, other than pets, or recognized service animals, shall be maintained at an Individual Campground Lot.

Not a Creation of Common Interest Ownership Community

1. Since the recording of the Declaration of Restrictions in 1979, the State of West Virginia has adopted the Uniform Common Interest Ownership Act, W.Va. Code § 36B-1-101, *et seq.* It is not the intention of any Party to this Document to convert the former restrictions under the Declaration of Restrictions to provisions under the Uniform Common Ownership Act.

2. Said Act is not automatically applicable to the Campground. See W.Va. Code § 36B-1-103(7). That provision permits a “resort owner” who, prior to the effective date of the Act, had imposed a fee without transferring an interest in common areas to holders of units within a Common Ownership Community to continue to do so. The Campground was, and is, such a Resort Owner. The Parties are desirous of maintaining that status, and the Uniform Common Ownership Community Act is specifically made not applicable. See also W.Va. Code § 36B-1-204.

3. That said, it is the purpose of the parties to update those provisions of the former Declaration of Restrictions and to change those provisions in specific ways.

4. The Campground Lot Owners, or their predecessors in interest, previously purchased the Lots which are to be governed by this Amendment.

5. The Owner is possessed of a small number of lots which remain for sale. Such lots, as are held for sale, will be bound by the provisions of this Document. Property not heretofore divided into Lots, and property held by the Owner for use as common areas, including, but not limited to, bathhouses, pools and other recreational sites, and sites related to the provision of water, shall not be subject to the these provisions, except as otherwise provided herein. All other property held by the Owner shall not be subject to these restrictions.

Size and Placement of Structures

1. The Owner shall have the authority to set up regulations as to the height and size requirements for all types of structures. Said regulations shall be posted on a community bulletin board at to the entrance to the Campground, and may be posted on a Facebook site pertaining to the operation of the Campground. Said regulations, which may be in addition to the specific provisions contained herein, shall be effective when posted.

2. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any site or site lines except where, in the opinion of the Owner, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to be in keeping with the character of the area.

3. Except as may be otherwise shown on any plat of record applicable to property in the Campground, the following minimum dimensions shall govern for front, side, and rear setbacks on all sites (except fences or walls where approved or required by the Owner with respect to any above grade or below grade structure that may be constructed or placed on any site in the subdivision.

- a. Twenty (20) feet of the depth of the site from the front line of each site.
- b. Ten (10) feet of the depth of the site from the rear line of each site.
- c. Five (5) feet of the width of the site from each site side lines.

Rules for Application of Setback Requirements

1. The term “front line” defines a site boundary line along which a service driveway easement extends (See “Easements” sections below), except that on corner sites where service driveway easements extend along two site boundary lines:

- a. The shorter site boundary line of the two is considered the “front line”.
- b. Either site boundary line may be consider the “front line” at the option of the owner thereof if both such boundary lines are of equal length.

2. The term “side line” defines a site boundary line that extends from the front line to the rear line of the site.

3. The term “rear line” defines the site boundary lines that is farther from, and substantially parallel to, the front line.

- a. In cases of sites that are shaped like trapezoids, the rear line may run in

two or more directions between the side lines.

4. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two site lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a long perpendicular to such line.

Easements

1. The Owner reserves for itself, its successors and assigns, for purposes incident to its development of the real property including the property subject to, and not subject to, these Restrictions, the following easements and/or rights-of-way:

- a. For the use and maintenance of drainage courses of all kinds designated on the any plat of record applicable to the property in the Campground as “drainage easements”. These easements are ten (10) feet in width unless otherwise specified on any plat of record applicable to the property in the Campground and are centered around the existing drainage channels.
- b. For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on any plat of record applicable to the property in the Campground.
- c. Additional easements shall be granted as are required for the practical construction, operation and maintenance of any electrical facilities. Such easements to be granted upon request of the applicable utilities.

2. Owner has dedicated, or will dedicate, to the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width alongside property lines, ten (10) feet in width along rear property lines and ten (10) feet in width along the front property line of each site as noted on any plat of record applicable to the property in the Campground.

- a. On corner sites where service driveway easements extend along two (2) site boundary lines such strips of land shall be ten (10) feet in width along both such boundary lines.
- b. Owner reserves the right to not so dedicate to a utility company or companies such right-of-way and easement areas where no such public utilities are required or desired.

3. Owner reserves for itself, its successors or assigns, an exclusive easement for the installation and maintenance of all-weather service driveways, community footpaths, community bridle paths, and the like within the rights-of-way and easements areas reserved and defined in paragraph 2 above.

4. On each site the rights-of-way and easements areas reserved by Owner or dedicated to public utility purposes shall be maintained continuously by the site owner but no structures, planting or other material shall be placed or permitted to remain nor shall other activities be undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which

may damage or may interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective site owners except for those for which a public authority or utility company is responsible and except for any service driveways installed therein by Owner.

5. The site in the section or subdivision shall be burdened by such additional easements as may be shown on any plat of record applicable to the property in the Campground.

6. Every site in the section or subdivision that lies contiguous to a lake, pond or river shall be subject to a flowage easement to an elevation on the site equal to the high water elevation of such lake, pond or river as stated on any plat of record applicable to the property in the Campground. All such lots shall be held for common usage and not sold.

Ownership, Use and Enjoyment of Streets, Parks and Recreational Amenities

1. Each of the streets in the section or subdivision designated on any plat of record applicable to the property in the Campground is a private street, and each of the service driveways therein is a private service driveway, and each of the community footpaths therein is a private footpath, and each community bridle path therein is a private bridle path, and every park, community area, recreational facility and other amenity within the section or subdivision is a private park, area, facility or amenity and neither Owner's execution or recording of the plat nor any other act of Owner with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any of said streets, service driveways, footpaths, bridle paths, parks, community areas, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets, service driveways, footpaths and

community areas is reserved to Owner, its successors and assigns.

2. The ownership of the recreational amenities within the section and subdivision, which may include but shall not be limited to lakes, ponds, rivers, dams, islands, marinas, beaches, water access tracts, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, riding stables, bridle paths, footpaths, community picnic areas, playgrounds and playfields and other community areas shall be in Owner or its successors or assigns and the use and enjoyment thereof shall be on such terms and conditions as Owner, its successors or assigns, shall designate.

3. Owner reserves for itself, its successors and assigns, a fifteen (15) foot wide strip of ground around the outer perimeter of the subdivision as shown on the any plat of record applicable to the property in the Campground. There shall be no access to any site on the perimeter of the subdivision through, over, or across the aforesaid fifteen (15) foot wide strip. All access to said individual sites being from designated streets and service driveways in the section driveways in the section or subdivision within the Campground.

Offsite Parking and Motor Vehicle Speed Limits

1. All parking by Individual Campground Lot Owners shall be wholly on the property of an Individual Campground Lot Owner. So as to preserve maximum access, no parking shall occur on any street within the Campground at any time.

2. To prevent the storage of junk or abandoned motor vehicles within the Campground, no Individual Campground Lot Owner may keep any unregistered motor vehicle within the Campground, except a factory built home as defined in W.Va. Code § 17A-1-1 (pp)

and/or a manufactured home as defined in W.Va. Code § 17A-1-1(qq) and/or a mobile home as defined in W.Va. Code 17A-1-1(rr) and/or a house trailer as defined in W.Va. Code § 17A-1-1(ss), and/or an operable All-Terrain Vehicle, including a side by side, a golf cart, and/or a boat in operable condition, and any trailer for transporting such a vehicle.

3. Speed limits and other rules governing motor vehicle operation for streets and service driveways and the rules governing the use of parks and other such community areas within the section and subdivision shall be as promulgated from time to time by Owner, its successor and assigns. Appropriate posting of these speed limits shall be made.

Off Road Vehicles

Individual Campground Lot Owners are permitted to have golf carts and side by sides within the campground. Individual Campground Lot Owners may ride these vehicles on the roads and must obey all rules governing motor vehicle operation for streets and service driveways and the rules governing the use of parks and other such community areas within the section and subdivision shall be as promulgated from time to time by Owner, its successor and assigns. The Owner reserves the right to enforce these rules, and to establish the consequences for breaking any such rule.

The Owner's Right to Perform Certain Maintenance

1. In the event an Individual Campground Lot Owner shall fail to maintain the premises and the improvements situated thereon in a satisfactory manner, the Owner shall have the right, through its agents and employees, to enter upon said site and repair, maintain, and restore the site and the exterior of the structures and any other improvements erected thereon and

to remove accumulated rubbish, debris, abandoned or derelict or incomplete structures and material. In the event that an owner of any site in the subdivision shall construct or endeavor to construct or move upon or place upon the premises any vehicle or item of material which does not conform to the requirements of this Document or any unapproved structure, the Owner shall have the right to enter upon said site and remove such vehicles, material or structures.

- a. The Owner shall first notify an Individual Campground Lot Owner of any such site, in writing, of the intent of the Owner to so enter upon the premises for the purpose of performing such maintenance or correction of a violation in compliance with the provisions of this Document and to allow such Individual Campground Lot Owner ten (10) days to accomplish such maintenance or correction of a violation before the Owner will exercise its right to enter upon said site as empowered by this Document.
- b. The cost of such maintenance or correction of a violation shall be added to and become part of the annual charge to which such site is subject, Owner shall have a lien on the site, enforceable in the manner in which paving liens are enforceable by municipalities in the State of West Virginia for the same.

Provisions in Respect of Waterways and Sites Contiguous Thereto

Certain sites in the section and subdivision may be, as aforesaid, contiguous to lakes, ponds or rivers that exist or may be established at or within the boundaries of the subdivision.

The water in, and the land under, said lakes, ponds, rivers and creeks is and will be owned by the

Owner, its successors assigns. Said lakes, ponds, rivers and creeks are or will be depicted in the recorded plats of the subdivision, and the normal pool water elevations and the high water elevations of said waterways are, or will be also indicated on said plats. The title that will be acquired by the grantee of the Owner's title to any of said contiguous site (and by the successors and assigns of such grantee) shall extend only to the shoreline of the lake, pond, river or creek to which such site is contiguous, as said shoreline would be established on the date hereof if the water elevations in said waterways were at an elevation one (1) vertical foot above the normal pool water elevation indicated in said subdivision plat and as the shoreline may hereafter be established by the water, at an elevation one (1) vertical foot above normal pool water elevation, by erosion from said shoreline. No such grantee, nor any of the grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lakes or ponds or river or with respect to said waterways, the land thereunder, the water therein, or its elevation, use, or condition, and none of said sites shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water elevations. The Owner, its successors and assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposit from any said lakes, ponds, rivers, and creeks in order that the shoreline of the same may be moved toward or to, but no inland beyond, the location of the said shoreline as it would exist as of the date hereon if the water elevations in said waterways were at an elevation indicated in said subdivision plat, and title shall pass with such dredging or other removal as by erosion.

Reservation of Easement of Owner for Operation of Water

1. The Owner reserves to itself, and its successors and assigns, such easement upon, across and through the waterfront portion of each of said individual sites contiguous to said lakes, ponds or rivers as is reasonably necessary in connection with operating said lakes, ponds, or rivers. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Owner nor any successor or assign of the Owner shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

2. The Owner reserves to itself, its successors and assigns, for purposes incident to its operation of said lakes, ponds or rivers, an easement along any waterfront boundary of any site which is contiguous to such waterways. This easement is fifteen (15) feet in width unless otherwise specified on the any plat of record applicable to the property in the Campground and extends the full length of the waterfront boundary involved.

3. The Owner reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said lakes and ponds, but neither the Owner nor any successor or assign of the Owner shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lakes or ponds to an elevation above that indicated on said subdivision any plat of record applicable to the property in the Campground.

Rights of First Refusal

1. Whenever an Individual Campground Lot Owner of any site in the section or subdivision shall receive a bona fide offer to purchase said site, which offer is acceptable to said Individual Campground Lot Owner, or whenever an Individual Campground Lot Owner shall independently decide to put said site on the market, said Individual Campground Lot Owner shall

offer, in writing to Owner, to sell said site, at the price and on the same terms contained in said bona fide offer or (if said Individual Campground Lot Owner shall independently have decided to put said site on the market) at the price and on the terms acceptable to the Individual Campground Lot Owner, to the Owner, its successors or assigns, first.

The Owner shall have ten (10) days within which to accept or refuse such offer. If Owner, refuses to purchase said site at the price and on the terms proposed by said Individual Campground Lot Owner, then Individual Campground Lot Owner shall be free to sell said site to the party who previously made said bona fide offer or to any third party, at a price and on terms previously offered to the Owner, its successors or assigns. No such sale shall be achieved through a sale by Land Contract. Only the record owner of an Individual Campground Lot shall be recognized as an Individual Campground Lot Owner. To preserve the integrity of the Campground as a family-oriented experience, the rental of an Individual Campground Lot is also prohibited.

Remedies

The Owner or any Individual Campground Lot Owner may proceed at law or in equity by injunction or otherwise to prevent the occurrence, continuation or violation of any of these provisions in a Court of Competent Jurisdiction and the Prevailing Party may be awarded reasonable expenses in such action, including attorneys' fees.

Individual Campground Lot Owner Deeds

1. By acceptance of a deed for an Individual Campground Lot, an Individual Campground Lot Owner, or his predecessor in interest, accepted possession of an Individual

Campground Lot subject to the Restrictions of the Original Declaration of Restrictions, and all amendments thereto, and these provisions of this Document shall apply, when effective, to all Individual Campground Lots, and to each Individual Campground Lot Owner, his heirs and assigns.

2. Each such Individual Campground Lot Owner assumes, as against Owner, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to an Individual Campground Lot, including but not limited to its proximity to recreational and camping facilities and their inherent activities and to waterways of every kind.

Gate and Other Owner Responsibilities

Owner shall use its best efforts to construct and maintain a Gate controlling access to the Campground to Individual Campground Lot Owners, their invited guests, and others as approved by Owner. If any lot having frontage on a public access road is to be used for a convenience store, gas station, or other similar structure, the Gate shall be located or relocated to prohibit access by the general public beyond the Gate and into the Campground.

The Owner will use his best efforts to obtain a Permit to Operate a Campground, which was suspended, and to keep said Permit in active status. When a permit is issued, the Owner shall use best efforts to keep all bath houses in a sanitary and operating condition from March 15 to October 31. In addition, when a Permit to Operate a Campground is acquired, then the Owner shall, for as long as a natural gas well now on that property supplies natural gas, use best efforts to maintain the bathhouse which is part of a Lot between Lots 156 and Lots 166, and also between Lots 15 and Lots 152 on that Plat Map recorded in the Office of the Clerk of the County

Commission of Upshur County in Plat Book 3 at Page 193 on October 17, 1974 throughout the year, including from October 31 to March 15.

Revisions Concerning Trash, Sewage, and Septic Systems

The prior Declaration of Restrictions contained provisions concerning trash, sewage and dumping.

By not restating such provisions, it is the intention of the parties to discontinue all such provisions and to adopt the provisions contained herein as the sole provisions applicable thereto.

It is not currently contemplated that a central sewer system of any kind will be installed within the Campground. The Owner, and/or its successors in interest may, but shall not be obligated to, install or maintain any sanitary dumping station. If a sanitary dumping station is installed or maintained then periodic pumping of such facility shall be the responsibility of the Owner. The Owner may impose a separate fee for use of that facility.

All responsibility for removal of sanitary waste from septic tanks shall be the sole responsibility of the Individual Campground Lot Owners and shall be the sole financial responsibility of Individual Campground Lot Owners.

The Owner shall use its best efforts to arrange for a dumpster at the expense of the Owner, to be located on the Campground, and on the Campground side of any operating Gate, from March 15 to October 31 of each year such dumpster shall be used by Individual Campground Lot Owners for ordinary household trash and not for construction debris.

Policy for Cabin Construction

Owner recognizes that a policy, inconsistent with the prior recorded Declaration of

Restrictions, was adopted in 1989 for the Construction of Cabins, but said policy was not thereafter reduced to writing, nor was such a policy recorded in the Office of the Clerk of the County Commission of Upshur County.

Said policy, as amended and set forth herein, is included in the provisions of this Document, as of the Effective Date of this Document, as follows:

The construction of permanent structures, on Individual Campground Lots shall be permitted, on condition that the Individual Campground Lot Owner adheres to the guidelines, rules, regulations and restrictions which are contained herein and which have been posted in advance.

All plans and specifications for construction of cabins shall be submitted in triplicate to Owner for approval prior to starting such construction. One copy of the approved plans shall be marked approved and returned to the Individual Lot Owner. Two copies shall be retained by the Owner. One such copy shall be maintained by the Owner at the Campground, or in some convenient proximity thereto, and one copy shall be maintained by the Owner in a secure offsite location.

Plans shall conform to all County Ordinances, and other applicable laws, as well the Provisions of this Document. Structures on Individual Campground Lots shall not contain more than 1800 square feet of interior space, nor contain more than 750 square feet of exterior space, including decks. No accessory structure, including a garage or storage shed shall exceed 800 square feet. There shall be only one accessory structure allowed on an Individual Campground Lot. No structure shall contain more than one-story above ground level.

Structures may be used as a permanent residence, but it is expressly understood that the provision of water by Owner to an Individual Campground Lot shall only occur from March 15, to October 31, weather permitting.

All sewage and waste disposal systems, structures or operations shall be those constructed for or purchased commercially, specifically for sewage and/or waste control and must be approved by the Upshur County Health Department and properly installed and approved by the Owner for the site involved.

Modifications, additions, or conversion of existing decks or buildings to a permanent cabin structure shall be subject to the same policy as for new construction.

Owner reserves the right to restrict certain areas and sections of the Campground now being developed or to be developed to permanent structures only.

Any variances to this policy shall require the written approval of the Owner and a Committee of Individual Campground Lot Owners.

All construction equipment shall be maintained solely on the property of an Individual Campground Lot Owner during construction. To maximize the experience of other Individual Campground Lot Owners, no Construction shall occur before 7:00 a.m. local time, nor after sundown local time; nor shall any construction occur on a Sunday.

Because the previous policy for cabin construction was not recorded in the Office of the Clerk of the County Commission of Upshur County, and because a Bankruptcy Trustee might avoid any unrecorded amendments to the prior Declaration of Restrictions pursuant to 11 U.S.C. § 544, the effectiveness of the previous policy for Cabin Construction, has been rendered

unclear, particularly with respect to whether there has been non-compliance with limitations on what might have been constructed on each and every Individual Campground Lot.

That said, all structures constructed as of *(date)* shall be deemed to have been constructed in accordance therewith, or in accordance with the variance provisions in the prior Declaration of Restrictions.

Nothing herein shall supersede any requirements for construction by any governmental body.

An inventory of such structures as exist as of *(date)* shall be prepared by Martin P. Sheehan, Trustee of the Bankruptcy Estate of R and M at Middlefork, Inc., and at least one owner of an Individual Campground Lot. Owner Mr. Sheehan and at least one owner of an Individual Campground Lot shall inventory the Individual Campground Lots for current construction, and the results of that inventory may be recorded in the Office of the Clerk of the County Court of Upshur County as an addendum hereto. When filed that Inventory shall be the final inventory of compliant structures as of *(date)*.

Said inventory shall be indexed the same as this document in the records of the Clerk.

Thereafter, only structures consistent with similar structures existing within the Campground shall be constructed.

Variance Procedure Guidelines

Where a variance is requested, an Individual Campground Lot Owner shall need approval of the Owner and the separate approval of the Committee of Individual Lot Owners.

Adversary Proceedings brought by Martin P. Sheehan, Trustee of the Bankruptcy Estate

of R and M at Middlefork. Inc., in the United States Bankruptcy Court for the Northern District of West Virginia against

Donald Bennett and Donna J. Lindsey 2:18-AP-00043;

Mark and Amy Coleman 2:18-AP-00044;

John and Gloria Workman 2:18-AP-00045;

Kevin Wayne Wamsley 2:18-AP-00046;

Victor McVay, Melody McVay, Nicholas McVay, Craig Newsome, Bryon McVay, and Casey Morgan 2:18-AP-00047

shall be dismissed with prejudice.

Committee of Individual Lot Owners

There shall be a Committee of Individual Lot Owners to perform various functions as described herein, and as may be assigned in the future.

The Committee shall consist of six members, elected by Individual Campground Lot Owners and one to be appointed by the Owner. The six members of the Committee to be elected by a vote of Individual Campground Lot Owners shall be elected for staggered three-year terms on the second Saturday of July each year. At the first election, two Individual Campground Lot Owners shall be elected for one year, two Individual Campground Lot Owners for two years, and two Individual Campground Lot Owners for three years. Thereafter, all members of the Committee to be elected by Individual Campground Lot Owners shall be elected for three-year terms.

Only Individual Campground Lot Owners who have fully paid all annual payments for all

lots owned, in whole or in part, prior to the election shall be entitled to vote. Only one vote per lot including an "Enhanced Lot" may be cast for each Committee member to be selected. Where an Individual Campground Lot is owned by more than one person, or a corporation, the owners of the Individual Campground Lot shall designate, in writing, who is entitled to vote. Failure to agree prior to the commencement of voting shall preclude voting by any one of the Individual Campground Lot Owners for such Lot or Lots.

The first election shall be held after the Effective Date.

Pending such election the Committee members shall be those identified in an Appendix hereto.

No person may be a candidate for election to the Committee, or not be elected or appointed to the Committee who is not an Individual Campground Lot Owner (or designee of an Individual Campground Lot Owner which is an entity) or who is related by blood or marriage or is the co-owner of any interest in an Individual Campground Lot with any other candidate or Committee member.

No person may be elected or appointed as a Committee member for more than two consecutive terms, but after not serving for an election cycle, a person may be reelected or reappointed to the Committee.

The Committee shall:

- a) Approve expenditure from the Capital Improvement Fund.
- b) Advise the Owner to approve or reject variance requests.

A majority of the Committee shall constitute a quorum. Any

vacancy on the Committee caused by the death or resignation or a member ceasing to be the Owner of an Individual Campground Lot of an elected member, shall be filled by the remaining members of the Committee until the next election.

Should unforeseen circumstances arise, and the Committee have insufficient members to conduct business, the Owner may appoint members of the Committee until the next election.

New Provisions for Water

When a permit to operate a Campground is obtained, Owner shall use best efforts to supply water to each Individual Campground Lot using the system now in place. The Owner acknowledges that the State of West Virginia and Upshur County have water quality standards for water being supplied. When water is supplied by Owner, best efforts shall be made to comply with all applicable water quality standards. Owner shall not be liable to supply water from October 31 to March 15, or when weather conditions prohibit operation of the current system.

Owner shall not be liable to supply water if any governmental agency prohibits distribution of water pending review by that agency of water quality or for any similar reason.

New Provisions for Electricity

The legal obligation to provide electricity to Campground Lot Owners that was contained in the Declaration of Restrictions of record in the Office of the Clerk of the County Commission in Deed Book 282 at page 231 shall be deemed to have ended.

a. In lieu thereof, the Bankruptcy Estate of R and M at Middlefork, Inc., shall convey easements for the construction and operation of electric power lines and related facilities to

Monongahela Power Company so that electric service may be provided by Monongahela Power Company, or its successor in interest, to each Individual Campground Lot within the boundaries of the Campground through such lines and by a meter to be established for each Individual Campground Lot as may be requested and agreed. When established, the payment of electric service for each Individual Campground Lot shall be the sole responsibility of each Individual Campground Lot Owner. The payment of electric service for common areas and areas retained by Owner shall be the responsibility of the Owner.

b. Said easements shall follow the existing roadway easements to the extent practicable, and shall be confined to the boundaries of such easements.

c. The cost of construction of lines, and the maintenance of such lines throughout the Campground shall be the sole responsibility of Monongahela Power Company, or its successors in interest. Individual Campground Lot Owners shall be responsible for connections from the meter to be installed on each Individual Campground Lot to the point of use within an Individual Campground Lot.

d. No expenses shall be borne with respect to the installation of lines throughout the Campground or on any individual Campground Lot by the Bankruptcy Estate of R and M at Middlefork. Inc., or the Bankruptcy Estate of Robert and Melissa Clutter, except as specifically set forth in sub-paragraphs e; f; and g, herein.

e. The Bankruptcy Estate of R and M at Middlefork. Inc., or its successors in interest, shall be responsible for like costs for each individual lot within the Campground which is held for sale by the Owner.

f. The Bankruptcy Estate of R and M at Middlefork. Inc., and its successors in interest, shall be responsible for installation of electric service from the meter to the point of service on common areas, such as those in use as a bathhouse, pool, or other common area.

g. The Bankruptcy Estate of R and M at Middlefork. Inc., and its successors in interest shall be responsible for installation of electric service from the meter, to be installed by Monongahela Power Company, to the point of service on the lot or lots on which the pumping station and tanks and treatment facilities for water to be provided to individual Campground Lot Owners are located and any of its separate property.

Fees

Regardless of whether an Individual Campground Lot Owner owning an Individual Campground Lot on December 13, 2018, owns one or more Individual Campground Lots, the fee of \$925 shall be paid annual.. For any Individual Campground Lot acquired by any persons in any way after December 13, 2018, a separate full fee shall be applicable to each and every Individual Campground Lot. Said fee is due whether or not such lot has a structure on it.

Said fee shall be paid, at the option of an Individual Campground Lot Owner as follows:

1. In installments
 - b. By making a first payment of \$300.00 as may be adjusted for inflation, by February 1 of a year, and
 - c. By making a second payment of like amount by April 1 of each year, and
 - d. By making a final payment of all remaining sums by June 1 of each year,

Or, alternatively,

2. By making payment in full by March 15 of each calendar year.
3. Any Individual Campground Lot Owners who shall elect to make payments in installments and shall fail to make any subsequent payment when due, shall be delinquent as to all unpaid fees.

A portion of that fee, or eighteen percent (18%) will be paid into an Escrow Account for the making of Capital Improvements that will benefit the Campground, including expenditures on property like the water facility, bathhouses, and/or a pool, or similar property solely owned by Owner. The funds in the Escrow Account shall be used for the making of Capital Improvements on property of the Owner, or its successor in interest or to such things as water systems, bathhouses, a swimming pool, shelters, roads and the like.

Because there is some accumulated delayed maintenance, the monies in the Escrow Account may be used to) install and repair the Gate, B) rehabilitate the bathhouses, and C) improve operations of the existing water supply system without the further consent of the Campground Lot Owner Committee.

Except as set forth in the prior paragraph, monies may only be dispensed from the Escrow Account by the Owner or its successor in interest, with the consent of a four members of a seven member Campground Lot Owners Committee. Information about the balance in the Escrow Account, and any disbursements made from the Escrow Account, shall be periodically made available to Individual Campground Lot Owners. Said requirement may be satisfied, by the

Owner establishing a website, or other social media service with such information. The information on any such site shall be "current" information, that is information that is less than 30 days old. The Owner may post the names and the status, paid or unpaid, or installment payments pending for any, and all, Individual Campground Lot Owners. Said information shall not be deemed a violation of the privacy rights of any person. Said members shall consider, as part of their sole discretion, whether the proposed expenditure is a true capital improvement and not a matter of regular repair.²

Members of said Committee shall be subject to replacement by the procedures to be established by the members of the Committee.

It is understood that the remainder of the fee shall be used for Campground operational expenses, including the provision of water to each Individual Campground Lot, payment of utilities, payment of dumpster fees, and for ordinary repairs to amenities on property of the Campground provided for the benefit of Campground Lot Owners, as well as for debt service and profit. The interpretation of the former Declaration of Restrictions limited the use of fees by the Owner established in VanHorn v. Middle Fork River Resort, Inc., at case No 96-C-29 and entered into the records of the Clerk of the Circuit Court of Upshur County, West Virginia at Deed Book 404 at page 128 is superceded by this Document, and, as a result, does not govern

² It is understood that as a result of some existing delayed maintenance, that some Capital Improvements are now necessary as a result of delayed maintenance, or substandard maintenance.

Nothing in these provisions is intended to limit the discretion of the Campground Lot Owners Committee to authorize such expenditures as it shall see fit in its sole discretion.

this Document.

The total fee, and each portion of any installment fee, the portion being paid into the Escrow Account shall be adjusted for inflation pursuant to the formula now contained in W.Va. Code § 36B-1-114, a provision of the Uniform Common Interest Ownership Act providing for the adjustment of dollar amounts pursuant to changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States City Average- All Items, or as may be contained in any amended provision of that statute or successor statute.

Non-payment of such fees as are due shall be collectable by the Owner. If not paid in full when due for a particular year, then the Owner or its successor in interest, and/or any other Campground Lot Owner may bar an Individual Campground Lot Owner and persons acting with the permission of an Individual Campground Lot Owner from being on the premises of the Campground including on the property of an Individual Campground Lot, whether or not owned by an Individual Campground Lot Owner, from 8:00 p.m. prevailing time, to 7:30 a.m. prevailing time, and the Owner or its successor in interest, may take such legal action to enforce such bar in any court of competent jurisdiction and to collect attorney's fees and costs for bringing such action. No Individual Campground Lot Owner whose payment of fees for any Lot are delinquent shall be entitled to vote to elect a member of the Committee or be a member of the Committee.

In addition, if any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the highest legal contract rate of interest under the laws of the State of West Virginia. The delinquency date shall be thirty (30) days from the date of delinquency each

year. Further, the Owner shall have a lien against the lot of any delinquent lot owner for all unpaid charges, interest and collection costs, and the Owner shall have the right to record a notice of its lien in the Office of the Clerk of the County Commission of Upshur County, West Virginia, and its lien may be enforced in the same manner that liens are enforced in favor of municipalities in the State of West Virginia in the State of West Virginia. The lien of the Owner shall be subordinate to any preexisting mortgage or Deed of Trust and tax liens, but otherwise shall constitute a first lien on the premises. The owners of all lots subject to delinquent charges shall be personally liable for such delinquent charges, and in addition to the remedy of lien foreclosure, the Owner shall have the right to sue for such unpaid charges, interest costs and collection costs. Each person who shall become the owner of any site in the subdivision is notified that, by the act of acquiring such title, such person shall be conclusively held to have agreed and covenanted to pay the Owner all the charges that the said Owner shall make pursuant to this Amendment.

Severability

Every one of the Provisions of this Document is hereby declared to be independent of, and severable from, the rest of the Provisions of this Document and of and from every other one of the Provisions and from every combination of the Provisions. If any of these Provisions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without affect upon the validity, enforceability, or "running" quality of any other one of these Provisions.

Captions

The captions preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Provisions. Wherever and whenever applicable, the singular form of any word shall be taken to mean the plural or a reference to the masculine shall apply to the feminine or to the neuter.

Agreed to by Martin P. Sheehan, Trustee of the Bankruptcy Estate of R and M at Middlefork. LLC, and Trustee of the Bankruptcy Estate of Robert and Melissa Clutter as authorized by the Bankruptcy Court of the Northern District of West Virginia by order dated _____.

Martin P. Sheehan
Trustee of the Bankruptcy Estate of
R and M at Middlefork. LLC

Martin P. Sheehan
Trustee of the Bankruptcy Estate of
Robert and Melissa Clutter

On _____ the foregoing persons appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-8-19 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 544 at Page 78.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Sam Lopez

On _____ the foregoing persons appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Linda Lopez

On _____ the foregoing persons appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-204 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 439 at Page 374. Said property is generally known as Tax Parcel 5-6-205 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 438 at Page 354.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Sheila F. Phillips

On _____ the foregoing persons appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

William F. Phillips

On _____ the foregoing persons appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-42 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 522 at Page 482. Said property is generally known as Tax Parcel 5-6-44 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 502 at Page 642.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Steven Snyder

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Tammy Snyder

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

12/11/2019

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said properties are generally known as Tax Parcel 5-6-232 and 5-6-233 are more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 414 at Page 530.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Carl Richard Jennings

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcels 5-6-99 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 530 at Page 492 and Deed Book 556 at Page 415.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

SH Investing, LLC, a Georgia Corporation

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-258 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 500 at Page 636. Said property is generally known as Tax Parcel 5-6-261 and 5-6-262 and are more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 517 at Page 468. Said property is generally known as Tax Parcel 5-6-263 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 522 at Page 430.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Donald A Bennett

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Donna J. Lindsey

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-266 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 536 at Page 472.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Edward A. Butcher or Beth A. Butcher

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Deveny A. Butcher

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Taylor A. Butcher

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-242 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 470 at Page 233.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Paul A Riffle

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Bonne L Riffle

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-177 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 506 at Page 32. Said properties are generally known as Tax Parcel 5-6-214 and 5-6-215 and are more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 550 at Page 64.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Kerry A. Hess

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Suzanne B. Hess

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Ratification

The following persons have been identified from public record as the owners of an Individual Campground Lots as set forth below. Each person signing asserts that all the owners of a lot are the persons listed on the records of the Clerk of the County Commission of Upshur County, West Virginia. Said property is generally known as Tax Parcel 5-6-74 and is more fully described on a deed of record in the Office of the Clerk of the County Commission of Upshur County, West Virginia in Deed Book 507 at Page 588.

I, or we, acknowledge that an Amendment to Declaration of Restrictions that would be applicable to that parcel has been prepared and delivered to the owners. This document is intended to be appended thereto.

I, or we, intending to be bound, and intending that the Amended Provisions be adopted pursuant to the provisions contained in the Declaration of Restrictions of record in Deed Book 282 at Page 231 do hereby ratify the Amended Declarations.

I, or we, understand my, or our signature shall be irrevocable until disposition of a motion to be filed by the Trustee to confirm the effectiveness of these amendments. Said motion shall be filed, if at all by February 1, 2020.

Shaw Dakota Young

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____

Marsha Koon

On _____ the foregoing person appeared before me and after being duly sworn did affix there name to this document.

Notary Public

My Commission Expires _____