

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF DEERFIELD VILLAGE
SUBDIVISION**

This Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Deerfield Village Subdivision (herein after referred to as the “Amendment”) is entered into this 3rd day of March, 2009.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Deerfield Village Subdivision (hereinafter referred to as the “Declaration”) was recorded on November 30, 2004, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 998 at Page 684, and

WHEREAS, Ninety percent (90%) of the Owners of the subdivision desire to make certain amendments to the Declaration; and

WHEREAS, Article IX, Section 5 of the Declaration provides in pertinent part as follows:

Subject to the other limitations set forth in this Declaration, this Declaration may be amended during the first twenty (20) year period after it is recorded only by an instrument executed and acknowledged by not less than ninety percent (90%) of Owners. After the first twenty (20) years, this Declaration may be amended by an instrument executed and acknowledged by not less than seventy-five (75%) of the Owners. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

NOW, THEREFORE, in consideration of the foregoing, the Declaration is hereby amended and declares as follows:

Article IV, "Covenant for Maintenance Assessments," Section 1, "Creation of the Lien and Personal Obligation of Assessments," of the Declaration is amended to read as follows:

The Declarant, for each Lot owned and within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments to cover legal services, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

In addition, Article IV, Section 4, "Special Assessments for Capital Improvements," of the declaration is amended, to include written changes to Section 4 and to add subsections a) and b) to read as follows:

Section 4 Special Assessments Notwithstanding any provision of this Declaration to the contrary, in addition to the annual assessment, the

Association may levy, in any assessment year, the following special assessments applicable to that year for the purposes of:

a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the Common Area, including fixtures and personal property related thereto, and/or

b) the rendering of legal services (i.e., hiring of an attorney, defraying court costs, etc.) for legal matters that directly or indirectly affect the Association and/or that the Board of Directors may consider to be necessary or appropriate

provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

AND, the Declaration is amended to read as follows:

Article IV, Section 10, "Reserves for Replacements," of the Declaration is amended to read as follows:

The Association may establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are

insured by an State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned to transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed as of the day and year first herein above written.

(Note: Original with signatures and Jefferson County Registration, etc. is on file with the Deerfield Village Board of Directors Secretary.)