

EXHIBIT 1

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS OF
SENECA LOOKOUT

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 25th day of September, 1989, by RIVERBIRCH, INCORPORATED, a Virginia corporation ("the Declarant"), as the owner of all of that tract of land in Pendleton County, West Virginia, shown on the attached plat and known as Lots 1 through 13 inclusive, Seneca Lookout. 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 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

USE RESTRICTIONS

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

a. The Property is for recreational or single-family residential use only. No commercial operations involving public traffic are allowed on any parcel, excepting that a Bed & Breakfast is allowed. Camping is allowed.

b. Any campers, R.V.'s, trailers or mobile homes to be in use on any lot must be fully self-contained or connected to an approved septic system.

c. No mobile homes are to be allowed on any lot excepting mobile homes which are at least 24 feet wide, have lap siding, have a shingled roof and have overhanging eaves.

d. Any mobile home or modular home placed on any lot must be permanently installed on a permanent foundation.

e. 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.

f. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other household waste of any type or for any cars, appliances, commercial or construction refuse or rubbish of any type.

g. No lot created as a result of subdivision of any of these lots may be smaller than 10 acres in size.

h. The Declarant hereby creates a perpetual easement in favor of the Declarant and all lot owners on, over, under and across the ingress and egress easement area and on, over, under

and across a strip of land fifteen (15) feet wide at any point along any right of way line and along any other side lines of any lot on the Property, except along common property lines where adjoining lots are under single ownership, as an easement appurtenant to each lot in the Property for the installation, use, maintenance, repair, and replacement of public and private utilities, including sewer, water, gas, electricity, cable television, telephone and telegraph. Said easement areas are not dedicated to the public. Any person exercising the easement rights granted hereby shall repair any damage to an easement area caused by such person, including but not limited to backfilling of trenches, replacement of pavement, sod, fences, shrubbery, and landscaping, but not the replacement of large trees.

ARTICLE II

LOOKOUT LANE

The right of way and ingress-egress easement area designated Lookout Lane on the plat attached hereto shall be subject to the following terms and conditions:

a. Said easement shall be used for the purpose of vehicular and pedestrian ingress and egress to Lots 8 through 13 inclusive.

b. No act shall be performed by the owner of any lot, his tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the easement area and the roadway thereon.

c. There shall be no parking within the easement area at any time.

d. In the event that the roadway is damaged or destroyed through the act of any owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to rebuild and repair said roadway without cost to any other owner.

e. Except as otherwise provided in paragraph d. above, the owners of Lots 8 through 13 shall each be responsible for one-sixth (1/6) of the costs of road maintenance, including all costs of repair, rebuilding, maintenance and snow removal.

f. The owners of Lots 8 through 13 shall hold an annual meeting for the purpose of electing three individuals as members of the Road Committee to be responsible for administering the roadway, including obtaining contractors to perform necessary work, preparing a budget, assessing and collecting road assessments from the owners, maintaining bank accounts and making appropriate disbursements; provided, however, that for so long as the Declarant owns four (4) or more of said lots, the Declarant shall have the sole right to appoint the members of the Road Committee. The time and place of the annual meeting shall be sent to all of the owners not less than thirty (30) days prior to the meeting.

g. Each owner agrees to hold each member of the Road Committee harmless from any and all claims, liabilities, or causes of action arising out of the performance of their duties

hereunder. No member of the Road Committee shall be liable to any lot owner or any other person for any decision made or contract entered into in good faith, nor for any mistake in judgement, except for such member's gross negligence or willful misconduct.

h. The Road Committee shall send each owner an annual report as to the status of the roadway, an annual budget, and a notice of assessment. The annual assessments shall be payable in a lump sum or in installments, and on such date or dates as the Road Committee shall determine. Any assessment not paid when due shall bear interest at the rate of fifteen percent (15%) per annum (or the highest rate permitted by law, if lower) from its due date until paid, and if suit is brought to collect the assessment, the provisions of paragraph b of Article III below shall apply.

i. All contracts for maintenance, repair, rebuilding and snow removal shall be awarded on the basis of competitive bids by the Road Committee. No work other than routine maintenance and repair and snow removal shall be performed without the prior consent of the owners of at least seventy-five (75%) of Lots 8 through 13 at a meeting duly called for that purpose or in a mail referendum held for that purpose.

j. If any of the lots is owned of record by more than one individual, such owners shall collectively be entitled to one vote, which shall be exercised only by the majority action or consent of the owners of record of such lot.

ARTICLE III

GENERAL PROVISIONS

a. Except as otherwise provided in paragraph b below, the protective covenants and restrictions contained in this Declaration shall continue in full force and effect until a termination or amendment of this Declaration is executed and acknowledged by the owners of eighty percent (80%) of the lots in Seneca Lookout and recorded among the land records of Pendleton County. So long as the Declarant owns any lot or lots on the Property, no such termination or amendment shall be effective without its consent.

b. Any owner of a lot shall have the right to enforce all provisions of this Declaration by any proceeding in law or equity. 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 any person for failure to enforce such provision. In the event any owner brings any proceeding in law or equity against any other owner to enforce any of the provisions of this Declaration, the losing party shall pay all of the costs incurred by the prevailing party in such proceeding, including reasonable attorney's fees.

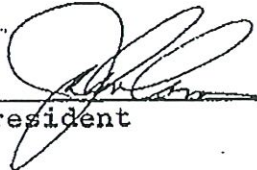
c. In construing this Declaration, the use of one gender or number shall imply the use of any other gender or number as the context may require.

d. 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.


e. 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.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 25th day of September, 1989.

RIVERBIRCH, INCORPORATED

By: 
President

ATTEST:


Secretary

The foregoing Instrument was prepared by
Riverbirch, Inc.