

**Community Impact Statement**  
*For Breckenridge East*

Developed by  
B.C. Partners, Inc

***A Residential Subdivision***

Harpers Ferry District  
Jefferson County WV

Prepared for  
**The Jefferson County Planning Commission**

Submitted to the JC Planning Commission  
**January 22, 2008**

*Breckenridge*  
*East*

Prepared by  
Dewberry  
Ranson WV

## ***SUMMARY***

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### ***Breckenridge East, a Residential Subdivision***

Breckenridge East is located within the Residential Growth Zoning District surrounding Ranson and Charles Town. It is north of Flowing Springs Run and east of Old Country Club Road. It is part of the overall 800+/- acre Breckenridge Development that includes Breckenridge Phase 1 on the west side of Old Country Club Road and Breckenridge North, accessed from Job Corps Road. A Community Impact Statement was originally submitted for Breckenridge East in June 2003. Updated information is now being presented.

Breckenridge East is a phased development of 694 single family homes on 415+/- acres of the site. Public water and sewer lines are located adjacent to the site and will be extended into the project. Water will be provided by Jefferson Utilities and sewer will be provided by the Jefferson County Public Service District or a private utility.

The majority of the 474+/- acres tract is located in the Residential Growth Zone and the residue portion (not being developed at this time) is located in the Residential/Light Industrial/Commercial Zone of the County. Most of the site is surrounded by either existing or approved residential subdivisions. Beallair, a residential subdivision is currently under construction to the south and Butler Farms, an approved single family subdivision is located to the north. The original Breckenridge is located to the west and to the north is Breckenridge North.

The main entrance will be from Old Country Club Road with a secondary entrance through Breckenridge North onto Job Corps Road.

Breckenridge East will contain community facilities, including a pool and bath house, tennis court and a community park. Pocket parks and tot lots will also be located through out the community.

Children residing in the development will attend the following schools: T. A. Lowery Elementary School, Wildwood Middle School and Jefferson High School at Shenandoah Junction.



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Concept Plan for *Breckenridge East*

in rear pocket

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Existing Conditions Drawing

in rear pocket

## *Breckenridge East*, a Residential Subdivision

### **General Description**

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#### **A. General Description of the Project**

##### **1. Name, Address and Telephone Number of Owner/Developer**

Mr. Jerry Connelly, VP  
B.C. Partners, Inc.  
24012 Frederick Road  
Clarksburg, MD 20871-9718  
301-428-0800 Fax: 301-428-1736

##### **2. Name, Address and Telephone Number of Contact Person**

Annette G. van Hilst, Senior Land Planner Dewberry P.O. Box 35 Charles Town WV 25414 304 725 4572	Fax: 304 725 6896	Daniel Snyder B.C. Partners, Inc. 24012 Frederick Road Clarksburg, MD 20871-9718 301-428-0800
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##### **3. Tract Size, Shape, Location and Zoning**

The subject tract size is approximately 415+/- acres in size and is part of the overall 855 acre Breckenridge development. The tract is an irregularly shaped property extending east from Old Country Club Road.

The project is generally located north of Flowing Springs Run and east of Old Country Club Road (WVA Route 24). The proposed entrance is located just under one mile north of the intersection of Old Country Club Road and US Highway 340.

The zoning is "Residential - Growth District". A small portion of the easternmost portion of the property is zoned "Residential – Light Industrial – Commercial".

Allowed uses in the Residential Growth District when water and sewer is provided include single family homes on lots as small as 6000sq. ft. each, town homes, multifamily homes and small scale commercial development related to the residential development. Similar residential uses are also allowed in the Residential – Light Industrial – Commercial District.

(Please refer to **Site Location Map, Exhibit "A" at page 41**)

The property is made up of the following parcels:

<b>Tax District Name</b>	<b>Map #</b>	<b>Parcel #</b>	<b>Area / land records</b>	<b>Deed Ref.</b>	<b>Proposed for Development</b>
• Harpers Ferry	10	2	99.45	850/470	<b>99+/- Acres</b> (Tract I)
• Harpers Ferry	10	3	233.54	850/470	<b>233+/- Acres</b> (Tract IV)
• Harpers Ferry	10	10	141.11	850/470	<b>83+/- Acres</b> (Portion of Tract III)
<b>Totals:</b>			<b>474+/-acres</b>		<b>415+/- acres</b> <b>to be developed at</b> <b>this time</b>

Please refer to **Tract Map, Exhibit “A-1” at page 42 and Exhibit B-2 Existing Conditions at pages 50-51.**

Located within the parcel is a 3.67 acre parcel belonging to Potomac Edison (DB.821 P483 and containing an Alleghany Power Substation, Parcel 3.5 on Tax Map 10, Harpers Ferry District. It is reached by an existing gravel road traversing the property.

#### **4. Project Design or Layout**

The phased single-family community will include a community pool and a Community Park. To further increase open space and to encourage pedestrian use, “pocket” parks are located in convenient areas throughout the project for passive recreation. Tot lots are scattered within the development. Walking trails will parallel Breckenridge Way (the main spine road), the major cross streets and connect the recreational facilities and a proposed future elementary school site to the development. Cross streets will serve most of the single family lots. The lots are generally located so that they center on an open space or on a pocket park lending neighborhood identification to each part of the subdivision.

A secondary entrance is proposed to the north and will connect with existing Breckenridge Way in Breckenridge North. In order to identify the entrance to Breckenridge North, a traffic circle is proposed. This will both act as an entrance feature, but also assist in maintaining slower vehicle speeds. Additionally, right of way has been left available for road connections to both the residue parcel and the adjoining parcel to the east.

The community swimming pool, and bathhouse, tennis court, parking area and tot lot will be built and operational on or before the 348<sup>th</sup> home is occupied (This number was chosen as it represents the mid point of Phase 3 in the home construction schedule).. The developer may build the pool earlier if conditions warrant. This facility will include parking for users as well as being connected to the trail system.

The Community Park is planned to contain a soccer field, softball field, practice field, tot lot and a multi-age playground and will be located in the center of the site. Parking facilities will be included for this park. The park will also have access to the walking trail.

The tot lots are located through out the development. They will be so located as to be at least 25 ft. from any street right of way and 100 ft. away from the transmission lines traversing the property.

The pocket parks are designed as passive outdoor areas with berming and landscaping, possibly with some seating and walking areas. These parks are designed to create focal

points within the neighborhoods and to provide points of interest. They create a convenient location for neighbors to stop and chat.

The project will initially enjoy two points of access. The primary spine road (Breckenridge Way) ties into Old Country Club Road at the western property line and is planned and designed to accommodate the majority of vehicles. A highway entrance permit has been obtained for this entrance (Please refer to **Highway Permit, Exhibit "A-2" at pages 43 - 46**). This spine road will connect Old Country Club Road to the existing Breckenridge Way at Breckenridge North. The spine road will be designed and built to WVDOH standards and will only have limited driveway access in the northern portion of the site. Additionally, two traffic circles and islands at major intersections will be built as traffic calming devices. Intermittent berms will be located along Breckenridge Way to provide landscaping opportunities and to provide visual relief.

The secondary access point is northward to Job Corps Road. It is an existing roadway (Breckenridge Way) serving Breckenridge North. The existing road will be connected to the new road via an entrance feature that will also serve as a traffic calming device. The Breckenridge North Final Plat clearly indicates a connection into the property proposed for Breckenridge East. As Developers of both Breckenridge North and of this tract, B.C. Partners retain the right to use the existing Breckenridge Way in North Breckenridge for access from Breckenridge East to Job Corps Road. (See **Exhibit "A-3" at page 47**)

We note that an existing driveway easement located on the adjacent property to the east accesses the Shepherdstown Pike (WV 230) at the eastern end of the property. However, this access is too narrow to allow construction of a subdivision road that would meet County standards. It possibly could be used as an emergency access. In designing the subdivision we have planned for a possible entrance from the Shepherdstown Pike at some point in the future. However at this time, the adjacent property is not available.

The project will be served by public water from Jefferson Utilities and sewer is anticipated to be provided by either the Jefferson County Public Service District or a private utility. All of the roads within the project will be paved open section (swales) constructed to County standards. Storm water management facilities will be provided where necessary.

As you may recall, the Breckenridge Community was under different ownership in the 1980's. At the time, the proposed plan included higher density uses such as multi-family, townhomes and small lot single-family homes. In light of the marketing study completed and updated for this project, and for what the present owner/developer believes is a better use of the land, the CIS before you today reflects a reduction in the number of home sites and includes a larger degree of open space and improved community areas.

Additionally a Community Impact Statement was submitted for this project in June 2003. This CIS was reviewed by the Planning Commission in August and September 2003. The Commission did not accept the Community Impact Statement, stating that the CIS *" fails to provide sufficiently detailed information to permit an examination of the scope of the subdivision proposal particularly as it relates to the provision of basic governmental services including but not limited to transportation and roads, schools, police protection, fire protection and EMS services."*

We note that since that time, the WVDOH has reviewed and approved the overall project Traffic Study prepared by Kellerco (in accordance with WVDOH requirements) and portions are included at **Exhibit "M-2" at pages 197-260** and has granted an entrance permit for the Old Country Club road entrance for the proposed subdivision. Also, Jefferson County has imposed impact fees for all new development. These impact fees are charged for schools, fire

protection, sheriff, police protection, EMS and for parks and are designed to mitigate the impact of new development.

Additionally the owners and developers have proposed to provide land for an elementary school (See letter at **Exhibit "L" at pages 151-152**) and are currently in negotiations with the Jefferson County Public Service District to provide a site for a new sewage treatment plant.

We also note that the owners and developers of this subdivision previously developed both Breckenridge and Breckenridge North. Both these developments are complete and are built out. Please refer to **Concept Feasibility Plan** in the rear pocket.

## 5. Number, Approximate Size and Location of Proposed Lots or Building Sites

The subject project consists of 694 single-family lots on 415+/- acres. The approximate areas and widths are as follows:

- The lot areas will range from approximately 7500+/- sq. ft. to over 47,400+/- sq. ft.
- The lot widths will range from 80 to 85 ft. (approximately 74% of the lots) to over 100 ft. (approx. 26%). The smallest lot will be 7,600+/- sq. ft. and the largest lot will be approximately 47,400+/- sq. ft.

The following table is provided

Type	Smallest lot	Largest lot	Average lot size	Net total area	Net density	Gross density	Parkland	NOTES
Single family residential	7,600+/- sq. ft.	47,400+/- sq. ft.	16,413+/- sq. ft.	261.5+/- acres	2.65 units /acre	1.67 Units /acre	4% of 268.9+/- acres or 10.46 acres req.	694 units total on 415+/- acres (not including residue)
Dedicated Parkland (playing field & pocket parks)	.2 acres	8.2+ acres		21.3+/- acres			21.3 +/- acres provided	Total open area, parks & SWM is 74.1+/- acres or 18% of the area proposed for development
Open areas				45.1+/- acres				
SWM				7.7+/- acres				
Right of way				79.3+/- acres				
Residue				59.1+/- acre				
<b>TOTAL</b>				<b>474+/- acres</b>				

For single homes on sewer and public water, the following apply:

- The minimum lot size provided is approximately 7600+/- sq. ft., while the minimum lot size required is 6000 sq. ft.
- The gross lot area per dwelling unit is 26, 048+/- sq. ft., while the gross lot area per dwelling unit required is 10,000 sq. ft. We note, that if you use only the lot areas in residential use or 261.5 acres, the net area per dwelling unit is 16,413+/- sq. ft. which is more than 10,000 sq. ft. of gross area required per unit.
- Required set backs are: 25 ft. front set back, 12 feet side yards and 20 ft. rear
- Maximum building height is 40 ft.

The residential project is designed so that the particular lot sizes and locations compliment abutting land uses, with regard to use and density, both internal and external to the development.

## 6. General Description of Surface Conditions (Topography)

The area proposed for development is moderately sloped at about 1 to 10 percent, including several rock outcroppings and consists primarily of areas of cropland. A ridgeline, ranging in elevation from 430 to 500 ft. runs generally northeast from a mid-point of the westerly property line (along Country Club Road), through the sub-station to the western property line. The ridgeline effectively defines the major drainage divide. The ridgeline grade gradually descends to the northwest and to the southeast to minor swales. Two minor "saddles" exist along the ridgeline. The site includes isolated wooded areas, most of which have been preserved in the Concept Feasibility Plan for wildlife habitat and for aesthetic appeal for future residents. The neighboring properties include moderate slopes.

The highest point on the property is over 500 ft. elevation and is located near Old Country Club Road in the western portion of the property. The lowest point is below 420 ft. elevation at the north-east corner where Flowing Springs Run exits the property.

## 7. Soil and Drainage Characteristics

a. Soils are shown on Sheets 9 and 10 of the *Soil Survey of Jefferson County, West Virginia*, issued February 1973 (Please refer to the attached **Soil Survey, Exhibit "C" at page 52**). The on-site soils are listed as:

DgB	Duffield silt loam, 2 to 6 percent slopes
DgC	Duffield silt loam, 6 to 12 percent slopes
DgC3	Duffield silt loam, 6 to 12 percent slopes, severely eroded
FbB	Frankstown shaly silt loam, 2 to 6 percent slopes
FbC	Frankstown shaly silt loam, 6 to 12 percent slopes
FbC3	Frankstown shaly silt loam, 6 to 12 percent slopes, severely eroded
FbD3	Frankstown shaly silt loam, 12 to 25 percent slopes, severely eroded
FcD3	Frankstown very rocky silt loam, 12 to 25 percent slopes, severely eroded
HfB	Hagerstown and Frederick cherty silt loams, 2 to 6 percent slopes
HfC	Hagerstown and Frederick cherty silt loams, 6 to 12 percent slopes
HhC3	Hagerstown and Frederick cherty silty clay loams, 6 to 12 percent slopes
Ho	Huntington silt loam, local alluvium
Lo	Lindside silt loam, local alluvium

There are five (5) primary soil types on the development: the Duffield, Frankstown, Hagerstown and Frederick, Huntington and Lindside series. These soils are deep, well-drained soils, which were formed in material weathered mainly from limestone, silty limestone, limy shales, and alluvium washed from limestone uplands. According to the 1970s soil map, construction limitations were generally slight to moderate, except in lower-lying areas of the Lindside series, where limitations can be severe.

Since 2003, the soil maps have been updated. According to the NRCS, the new soil types are as follows:

DyC	Duffields-Ryder Complex 8 to 15% slopes
Fk	Funkstown Silt Loam
HbB	Hagerstown Silt Loam, 3 to 8% slopes
HbC	Hagerstown Silt Loam, 8 to 15% slopes
HeC	Hagerstown Silt Loam, 8 to 15% slopes, very rocky

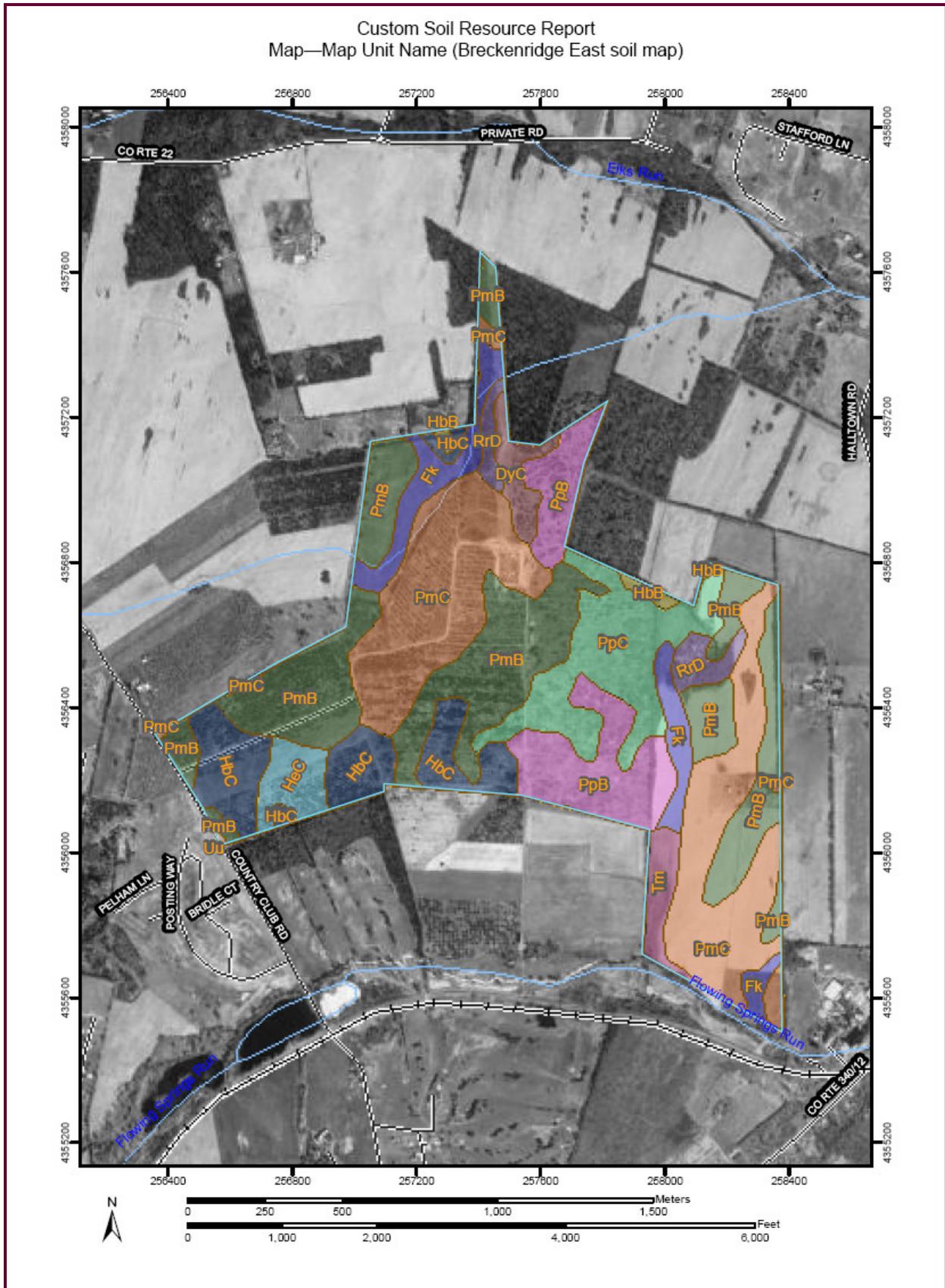
- PmB Poplimento Silt Loam, 3 to 8% slopes
- PmC Poplimento Silt Loam, 8 to 15% slopes
- PpB Poplimento Silt Loam, 3 to 8% slopes, very rocky
- PpC Poplimento Silt Loam, 8 to 15% slopes, very rocky
- RrD Ryder-Poplimento complex, 15 to 25% slopes, very rocky
- Tm Tom Silt Loam
- Uu Urban land-Udorthents

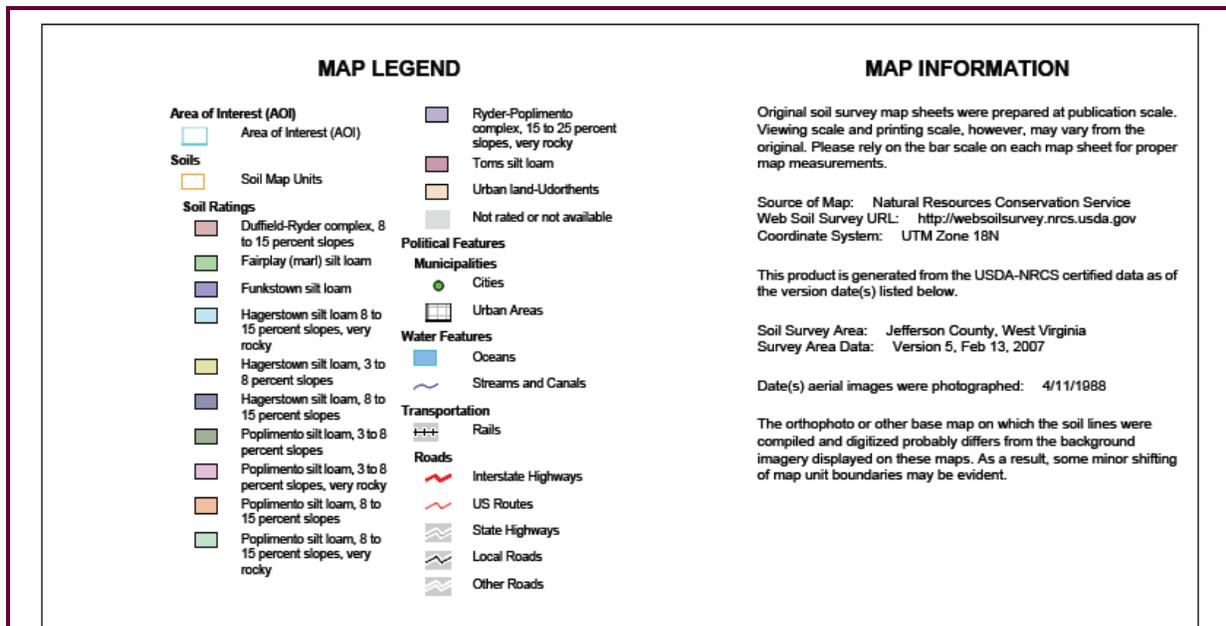
The Poplimento series have limiting factors for construction of homes and streets due to shrink swell factors, the Ryder-Poplimento Complex has limiting factors due to slopes and the Tom Silt Loam is subject to ponding.

The updated information is below and on the following pages:

**Table—Map Unit Name (Breckenridge East soil map)**

Map Unit Name— Summary by Map Unit — Jefferson County, West Virginia				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DyC	Duffield-Ryder complex, 8 to 15 percent slopes	Duffield-Ryder complex, 8 to 15 percent slopes	9.6	2.0%
Fa	Fairplay (marl) silt loam	Fairplay (marl) silt loam	0.0	0.0%
Fk	Funkstown silt loam	Funkstown silt loam	29.6	6.3%
HbB	Hagerstown silt loam, 3 to 8 percent slopes	Hagerstown silt loam, 3 to 8 percent slopes	3.0	0.6%
HbC	Hagerstown silt loam, 8 to 15 percent slopes	Hagerstown silt loam, 8 to 15 percent slopes	45.7	9.7%
HeC	Hagerstown silt loam 8 to 15 percent slopes, very rocky	Hagerstown silt loam 8 to 15 percent slopes, very rocky	12.2	2.6%
PmB	Poplimento silt loam, 3 to 8 percent slopes	Poplimento silt loam, 3 to 8 percent slopes	130.7	27.7%
PmC	Poplimento silt loam, 8 to 15 percent slopes	Poplimento silt loam, 8 to 15 percent slopes	122.8	26.0%
PpB	Poplimento silt loam, 3 to 8 percent slopes, very rocky	Poplimento silt loam, 3 to 8 percent slopes, very rocky	49.0	10.4%
PpC	Poplimento silt loam, 8 to 15 percent slopes, very rocky	Poplimento silt loam, 8 to 15 percent slopes, very rocky	49.1	10.4%
RrD	Ryder-Poplimento complex, 15 to 25 percent slopes, very rocky	Ryder-Poplimento complex, 15 to 25 percent slopes, very rocky	11.0	2.3%
Tm	Toms silt loam	Toms silt loam	9.6	2.0%
Uu	Urban land-Udorthents	Urban land-Udorthents	0.2	0.1%
Totals for Area of Interest (AOI)			472.5	100.0%





b. The project drains to two major drainage basins: the Shenandoah and the Potomac rivers. There is a total of five (5) on-site sub-drainage sheds, with four (4) draining in a north-to-south direction directly to Flowing Springs Run, a tributary of the Shenandoah River, and the fifth draining in a south-to-north direction to an unnamed tributary of Elks Run that eventually flows to the Potomac River.

Portions of the Breckenridge East property were previously utilized as apple orchards. The application of pesticides associated with this prior agricultural use has resulted in elevated arsenic levels within some of the surface soils in these areas. The developer is committed to working with the West Virginia Department of Environmental Protection on an appropriate remediation plan to address this issue.

## 8. Existing Natural or Man Made Features including Vegetative Cover, Water Bodies, Quarries and Rock Outcroppings

During the past several years, most of the property has been cropland. The fence rows and a small number of isolated wooded areas include various ages of tree growth and scrub brush. The geology is Elbrook Formation, which is argillaceous, dolomitic limestone with beds of dolomite and algal limestone. There are several limestone outcroppings. The property does not include a quarry or any natural water bodies. However, an all weather stream, Flowing Springs Run is located on adjoining property at the southern edge of the Residue parcel. It flows to the Potomac River.

The balance of the property includes an overhead power line that runs in a north-south direction and a related sub-station (the substation is located on a separate parcel and is surrounded by the property). A gravel drive runs from Old Country Club Road to the existing substation. An existing drive, located adjacent to the Halltown Paper Plant, provides access from the Shepherdstown Pike to the former farm located on the eastern portion of the site.

A 1988 Sink Hole Inventory Map from the Natural Resource Conservation Service is attached as **Exhibit "K" at page 149** and depicts a sinkhole located towards the southwest corner of the property. A letter from a geotechnical engineer Hillis – Carnes, Inc. is attached as **Exhibit "K-1"**

at page 150 and concludes, by way of field-investigation of the subject area, that the sinkhole shown on the 1988 Sink Hole Inventory Map does not exist.

### 9. General Location of Existing Structures

There are three existing structures on the property. All are shed type structures and are



to be removed. All other structures previously located on the property have previously been removed. The letter from the **West Virginia Division of Culture and History, Exhibit "D" at page 53** notes that there are no historically significant sites located on the property.

Located on a 3.67 acre site in the center of the property is an existing Allegheny Power substation (not on this parcel) and associated overhead power lines.



The substation, belonging to Potomac Edison (Allegheny Power is the successor to Potomac Edison) and located in the middle of the site, has a high fence around it. All equipment within it is located at least 20 ft. away from the fence. A berm already exists around a portion of the power station. Additional landscaping and berming will be constructed around the substation (on the subdivision site) to screen it. All recreational facilities will be located at least 80 ft. away from the existing fence and be separated from the substation by the landscaped berm. The berm will act as a screen and have evergreen plantings. The substation will be visually and physically screened from the park.

## 10. General Location and Description of Existing Easements or Rights-of-Way

An Allegheny Power, Inc. right-of-way/easement 100 feet wide (DB 703 P804) currently traverses the property in a north-south manner. A power substation, containing 3.67 acres, is owned and maintained by Allegheny Power, Inc. and is located along the aforementioned easement. It is recorded at DB 821 P483. A 20 ft. wide option easement running from the north of the power station and to the west of the existing 100 ft. wide easement as shown on a drawing recorded at DB 703 P604 and recorded in the deed at DB 821 P477 also exists.

A 50 ft. wide temporary access easement recorded at DB 703 P604, for the use of Allegheny Power to access the sub-station traverses the property from Old Country Club Road to the sub-station. According to the land records this easement is to be used until public roads are developed and are to run from public roads over the property to the substation.

This easement will be relocated to overlay the final street layout so as assure continued access for Allegheny Power. The easement and substation are depicted on the Concept Feasibility Plan and the design of the development considered their locations. Various other minor easements (service connections to buildings), generally associated with undeveloped land, traverse or abut the property, and will be incorporated, properly relocated or extinguished as the design phase proceeds.

A 70 ft. wide easement to the northeast exists as well as a 15 ft. wide underground easement running north from the substation and then along the planned interior roads when they are eventually constructed. Both are recorded at DB 821 P 477. **See Exhibit "E-1" at page 97** for a sketch of existing electric utility easements.

This office has reviewed the land records and found no other easements

## 11. Existing Covenants and Restrictions

The existing HOA documents for Breckenridge North cover this parcel. A copy of the covenants and changes to the same is attached at **Exhibit "E" at pages 54-96**. There are no other existing covenants and restrictions on the subject property. A search of the land records was carried out by this office and identified no other existing covenants or restrictions on the property.

## 12. Approximate size, location and purpose of areas to be dedicated

The owner/developer intends to create and dedicate the following areas (please refer to the Concept Feasibility Plan) to the Home Owners Association (HOA):

<b>Purpose</b>	<b>Approx. Size</b>	<b>Location</b>
Rights of Way including all roads & easements for walkways	79.3 +/- ac.	As depicted
Pool, bathhouse, tot lot, tennis courts	1.0 +/- ac.	As depicted
Soccer, softball and practice fields	10.4 +/- ac.	As depicted
"Pocket" Parks	7.0 +/- ac.	As depicted
Open areas	45.1 +/-ac.	As depicted
Stormwater Management. Areas	7.7 +/- ac..	As depicted

Rights of way will include all streets, cul de sacs, entry signs and street signs, centralized mail box area or areas, vehicle pull off(s) and bus shelter(s). The exact locations for the mailboxes, pull offs and shelters will be determined at Preliminary Plat stage. Entry signs will be located at the major entrance to the subdivision with possibly a second sign to the north where the subdivision adjoins Breckenridge North. Additionally, land is reserved for future road connections to the residue and to the property located to the east of the proposed development. Rights of way will range in size from 50 ft. for residential streets to 80 ft. for the main north south spine road with some residential streets being 60 ft. wide. These 60 ft. wide residential streets may eventually serve as connectors to the residue and the parcel to the east. All streets will be open swale with street sections designed to Jefferson County standards.

See **Exhibit “Y” at page 290** of the text for typical road sections.

All the streets are to be dedicated to the Homeowners Association for maintenance and upkeep.

Recreational Facilities will include:

- A swimming pool (a 25 meter pool) and bath house, including a tennis court, tot lot and associated parking located near the main entrance off of Old Country Club Road. This area contains 1 acre.
- A central park containing soccer, softball and practice fields; a playground area including a tot lot, as well as associated parking will be constructed in the middle of the subdivision contains 10.4 acres.
- A passive park located in the north portion of the subdivision contains 11 acres and is included in the open areas calculations.
- 12 pocket parks ranging in size from .2 acres to .72 acres are located through out the subdivision containing 7.6+/- acres
- Open areas are located around storm water management areas, in natural drainage ways and other areas. These areas contain an additional 3 tot lots and playground areas. 45.1+/- acres are included in the open areas including the passive park.
- Recreational walking trails along the main spine road and the two major cross streets join the pool complex with the central park and the passive park to the north as well as neighborhoods located to the east of Breckenridge Way. These trails will run within open areas located next to the spine road or within the right of way. A 5 foot easement will be created along the cross streets where required to contain the walking trail or path.

The recreational facilities will be made available to the property owners in both the original Breckenridge and Breckenridge North communities. The facilities will be made available to these property owners on a prorata fee or membership basis.

The recreational facilities will be dedicated to the Homeowners association for operation, maintenance and upkeep.

Storm water management facilities are located within the open areas. 5 SWM facilities are proposed and located within existing swales. Four are located in the southern portion of the property and one in the northeast portion of the property. 11.9 acres are included in the SWM areas. Storm water easements as necessary will also be dedicated to the HOA. These will be located at Preliminary Plat stage.

All of the storm water management areas will be dedicated to the Homeowners Association (HOA) for maintenance and upkeep.

### **Other Dedications:**

Land will be dedicated to the WV Division of Highways to allow the eventual widening of Old Country Club Road to a 50 ft. wide right of way along the existing road frontage. This will entail a strip 25 ft. wide and approximately 1300 ft. long paralleling the existing road frontage (current ownership of the parcel is to the road centerline). This will include approximately .75 of an acre of land..

An access easement over the Breckenridge Way (the spine road) from Old Country Club Road to the existing Alleghany Power substation will be dedicated to Alleghany Power to allow access to this property located in the middle of the site.

Water line and sewer line easements will be dedicated to the appropriate utility provider as necessary once water and sewer infrastructure has been completed.

## **13. Intended Improvements**

As depicted on the Concept Feasibility Plan (**In the back pocket**) and discussed in 12. above, the project will include the necessary public roads, utilities, storm water management facilities, and recreation and open space areas to support an attractive and viable residential Community. To facilitate vehicle flow, the roadway network includes a "spine" or central road (Breckenridge Way) from which branch smaller, lower volume roads. The network disperses traffic by providing a variety of pedestrian and vehicular routes to homes, common areas and destinations outside of the Community.

For example, a hiker-biker trail set back along the "spine road" as well as walking paths along the two major east west roads are proposed to promote pedestrian and cyclist use of the central road for exercise and access to neighborhoods and recreation areas. Earthen berms will be placed periodically along its common property line with home sites to provide visual interest for passers-by and vehicle buffering for the residents. Partial medians were placed at many points along the "spine road" to encourage slower vehicle speeds. Slower vehicles allow for an environment more suitable for pedestrians and bicycles. The use of cul-de-sacs also promotes a greater sense of community within the many neighborhoods.

The paved roadways will be open section, and will be designed to direct storm-water to water management facilities, while also maximizing infiltration within the swales.

The project proposes a pool and bathhouse, tennis court, and a Community Park that will include a soccer field, softball field, practice field, tot lot and a multi-age playground. Parking spaces will be provided for the Community Park. To further increase open space, "pocket" parks are located in convenient areas throughout the project for passive recreation.

### ***Storm Water Management:***

Storm water will be handled by road side swales and storm drainage swales eventually leading to dry ponds (to be determined at preliminary Plat stage).

The owner/developer will provide storm water management (SWM) designed in accordance with Section 8.2.c and Table 8.c.1 of the County Subdivision Ordinance for all development areas draining in these sub-drainage sheds. The SWM facilities will provide quantity controls

and water quality controls as required by the County Subdivision Ordinance. As required, the SWM designs will review safety measures to minimize adverse impacts to downstream property.

Erosion and sediment controls (stone entrances, earth dikes, sediment traps, silt fences, etc.) and phased and limited site grading, will be implemented during site construction to minimize soil losses and / or erosion.

***Utilities:***

All lots will be served by public water and sewer. Electric lines, cable TV lines and telephone lines shall be located underground.

***Individual lot improvements:***

Each residential lot will contain a single family house to be built in accordance with the requirements of Jefferson County.

#### **14. Intended Land Uses**

The project will include 694 single-family homes. Within these single family homes, up to 114 home based businesses as allowed by the Jefferson County Zoning ordinance (Section 4a.1 Home occupation 1 may be allowed. The approximate areas and widths of the lots are as follows:

- The lot areas will range from
- 7,500+/- sq. ft. to over 47,400+/-sq. ft.
- The lot widths will range from a minimum of 80+ ft. (approx.74%) to over 100 ft. (approx. 26%)

The improvements (sheds, pools, etc.) associated with the homes will be similar to those in the area.

Other land uses are parklands that will include the following:

- A pool and bathhouse, tennis courts.
- A Community Park with a proposed soccer field, softball field, practice field, tot lot and a multi-age playground.
- To further increase open space, "pocket" parks are located in convenient areas throughout the project for passive recreation.

#### **15. Intended Earthwork that would alter the Natural Topography**

The site design for the Concept Feasibility Plan of home sites, common areas and roadways occurred only after the careful review and consideration of the existing terrain, its natural contours and its relationship to neighboring properties and abutting roadways. The roadways, as one may note from the Concept Feasibility Plan, are proposed in areas that align with the contours of the land, and result is a minimal amount of cutting and filling of the natural topography. Grading will be conducted as necessary for the installation of the spine road, sewer and water services, and to facilitate storm water management.

It is anticipated that one sixth of the site will require grading for roads and SWM facilities. Time and time again, the owner/developer has witnessed that working with the existing characteristics of the land results in greater appeal to the eventual residents, the environment, and the economics of a proposal.

**16. Proposed Covenants and Restrictions**

The property is currently governed by the Breckenridge North HOA documents as noted previously. A copy of the existing covenants is at **Exhibit “E” at pages 54-96**. These covenants will be the covenants for Breckenridge East with the proposed change discussed below.

We note that the existing covenants submitted allow home offices, but the following change is proposed and will apply to Breckenridge East only:

*“All primary dwellings on the lots within Breckenridge East shall be used for private residential purposes exclusively, except that a home office may be maintained in a dwelling, provided that (a) such office is registered with the Board of Directors (b) such registration shall be performed prior to business startup (c) registrations will be limited to a maximum total of 114 homes at any one time (d) registrations will be granted on a “first come first served” basis, (e) such maintenance and use is limited to the person actually residing in the dwelling, with no more than (1) customer or client at a time visiting the home office, (f) such maintenance and use shall be in strict conformity with Section 4A.1 Home Occupation, Level 1 as defined in the “Zoning and Development Review Ordinance, Jefferson County, West Virginia, Adopted July 7,1988, As Amended.”, (d) no materials for the business are stored outside the dwelling.”*

**17. Tentative Development and Construction Schedule**

It is anticipated that development of this property will commence in mid 2008 with home sites becoming available in 2009. At that time the owner/developer believes that the home buyer market will have recovered from the downturn experienced in 2006-07 and that a seven year build out is feasible.

Following the approval of the final plat, the project’s development and seven-year home construction schedule is as follows:

Initiate site development: Summer 2008 with final completion scheduled for 2016. The following table represents our best estimate with regards to construction of improvements and absorption of the proposed houses in the local housing market. Phasing could be slowed up or speeded up depending upon market conditions.

We also note that Breckenridge Way would be completed to provide a second entrance off of Job Corps Road once 50 homes have been built. The community swimming pool and associated facilities are proposed to be constructed during Phase 4.

Each phase will have approximately the following number of lots:

Phase 1 = 100 lots	Phase 3 = 99 lots	Phase 5 = 99 lots	Phase 7= 99 lots
Phase 2 = 99 lots	Phase 4 = 99 lots	Phase 6 = 99 lots	

The chart on the next page graphically shows the phasing:

Phase	2008	2009	2010	2011	2012	2013	2014	2015	2016
1	Site work including major road & SWM	Build houses	Complete phase						
2		Site work	Build houses	Complete phase					
3			Site work	Build houses	Complete phase				
4				Site work	Build houses	Complete phase			
5					Site work	Build houses	Complete phase		
6						Site work	Build houses	Complete phase	
7							Site work	Build houses	Complete phase

See Exhibit “B-1” at page 49 for a proposed layout of the project phases.

**18. Market Surveys and Feasibility Studies**

Please refer to the enclosed Market Survey, prepared by Pitheon Marketing Productions, LLC, dated April 2003 and the Jefferson County Residential Summary prepared in July 2007, also by Pitheon Marketing Productions LLC at Exhibit “F” at pages 98-129 and Exhibit “F-1” at pages 130–141, respectively.

The original 2003 market study points to a rising market and recommends an absorption rate of 2 home sales per builder a month. It also recommends placing the house product in the midrange with regards to price and recommends a targeted mix of potential homebuyers, including households moving up from townhomes or rentals, empty nesters and starter families. The targeted market includes both out of county and in county potential buyers.

The 2007 report indicates that house sales are at a lower level than in prior years and that major builders have existing inventory. Townhomes have been more negatively impacted than single family homes with regards to sales and the large builders are offering incentives to potential purchasers. However, the report also points out that with regards to value, a home in Jefferson County is still a good value compared to the rest of the Metropolitan area market.

Breckenridge East is a single family residential community planned to have houses that will appeal to a large range of buyers. The project will not come on line until late 2008 at the earliest. By that time existing inventories should have decreased substantially and the market should be ready to absorb 2 homes per builder a month or 99 to 100 homes a year.

**19. Anticipated Project Costs**

The preliminary site construction cost estimate for the project is:

Roads (includes SWM, electric and telephone):	\$ 12,294,600
Water system:	\$ 4,023,700
Sewer system:	\$ 6,035,500
Total.....	\$22,353,800

**20. Anticipated Funding Sources**

The funding will be provided by loans from private lending institutions.

## ***Physical impacts:***

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### **B. Relationship to the Community**

#### **1. Earthwork**

As typically required, a degree of earthwork will be necessary for the construction of the roads, infrastructure, storm water management facilities and building pads. The earthwork operation will occur in phases with approximately one sixth of the site to be stripped for roads etc. All efforts will be made to avoid a mass stripping of the property. Cuts and fills are expected to balance. It is anticipated that some blasting will be required as utility lines are installed. All blasting shall be done in accordance with the requirements of the West Virginia Fire Marshall's office (NFPA 495: Explosive Materials Code 2006).

Street construction may modify slightly the natural drainage patterns on the site. Storm water will be routed to the storm water management facilities using drainage swales and storm drains where necessary. The storm water management facilities will be constructed in accordance with Section 8.2.c and Table 8.c.1 of the County Subdivision Ordinance. Suitable measures will be taken during construction to ensure proper management of soil and erosion issues including use of stone check dams, sediment basins and silt fences to control storm water run off.

As depicted on the **Concept Plan in the rear pocket**, an effort has been made to retain some of the isolated wooded areas and wooded fencerows.

#### **2. Conversion of Farm Land to Urban Uses**

The property is zoned residential growth and is an area designated by both the current Zoning Ordinance and the County's adopted Comprehensive Plan for the majority of the County's new growth to occur.

Currently about 65% of the property is used for agricultural purposes. The current crops are soybeans and corn. The current owner/developer is not involved in the farming business and plans to convert the property, over a period of seven years, for use in the proposed development. As previously noted, focusing growth into growth areas/boundaries is a nationally recognized "smart growth" implementation tool to preserve agricultural resources.

All of the property (except the residue) will be converted from farm use as the project is built out over seven years. 415+/- acres will no longer be available for farming. However, we note that these parcels are zoned Residential Growth and the intent of both the adopted Zoning Ordinance and the adopted Comprehensive Plan is to channel growth into these areas.

#### **3. Wildlife populations and Endangered Species**

The proposed development will generally occupy the same area as the area that was being farmed. It is not anticipated that the development will have an adverse effect on existing wildlife. It is actually possible that once the development is built that local wildlife such as

deer, skunks, raccoons etc. may actually increase due to lack of hunting pressure associated with a residential area.

The land area of the proposed Community is inhabited by species typical to Jefferson County. Those species include whitetail deer, skunks, raccoons, opossums, groundhogs, squirrels, foxes and turkeys. There are no known rare or endangered species of wildlife indigenous to the area of the proposed development. As required during the CIS process, an inquiry was made to the West Virginia Division of Natural Resources for an evaluation. A copy of their letter stating that they have no record of endangered species existing on the property is included in the Appendix as **Exhibit "G" at page 142**. No survey has been conducted to determine if there are any rare, threatened or endangered species located on the property or within the wetlands located along Flowing Springs Run.

#### **4. Groundwater and Surface Water**

##### ***General:***

According to the Jefferson County Health Department, no water contamination sites have been documented within 1000 ft. of the site. A letter from the Jefferson County Health Department is attached as **Exhibit "H" at page 143**. When this project was originally presented a letter was received from the State Health Department . It is at **Exhibit "I" at pages 144-145**. It states that there are no public wells within 1000 ft. of the proposed subdivision. Also, a letter was sent to Twyla Carr, at the Division of Water & Waste Management, DNR. She responded by phone noting that the northern portion of the property is located within the Harpers Ferry Waterworks recharge area and the southeast portion of the property is located within the Halltown Paper Board wellhead protection area.

According to the National Wetlands inventory, there are wetlands located along the very southern edge of the property along Flowing Springs Run. An unnamed branch of Elk Run is located to the north but no wetlands are located along this stream. Two of the wetlands that are located at a distance from the site next to the intersection of the railroad line and Country Club Road appear to be manmade shallow ponds.

There are no quarries or ponds on the site and one wetland is located on adjoining property adjacent to the southeast corner of the site along Flowing Springs Run.

##### ***Ground Water Resources:***

Regarding ground water, the most current study is "Fracture Trace Map & Single Well Aquifer Test Results in a Carbonate Aquifer in Jefferson County WV" done by McCoy, Podwysocki, Crider and Weary, USGS in 2005. "Geohydrology, Water Availability and Water Quality of Jefferson County, WV" by the USGS, 1991 was the main source used to date for information.

The subject property according to the map in the 2005 study is mainly underlain by the Elbrook Formation. According to DNR, the property contains an anticline, a syncline and an overturned anticline. No sink hole is located on the property

According to McCue, Lucke, and Woodward, Limestones of West Virginia, 1939 (p. 8-9), in the Eastern Panhandle of West Virginia, the Elbrook formation is at least 1,250 feet thick and consists of siliceous limestone and calcareous shale.



Ce

**Elbrook Formation (Upper and Middle Cambrian)** -- Interbedded limestone, dolostone, and shale. Limestone, medium-gray, fine- to medium-grained, thin- to medium-bedded. Dolostone, light- to medium-gray, yellowish-weathering, fine-grained, medium-bedded. Shale, gray, yellowish-weathering, dolomitic. Limestone contains algal bioherms, intraformational conglomerates, and dolomite mottling. A distinctive lithology is yellowish weathering, thin-bedded dololaminite that appears shaly in weathered outcrops. Thickness about 2300 ft

Bold black lines with teeth indicate thrust faults (teeth indicate direction of upper plate); thin black lines indicate folds, green lines indicate crossstrike fracture traces and red lines are strike-parallel fracture traces. The blue circles indicate tested wells and dot size is proportional to transmissivity values.

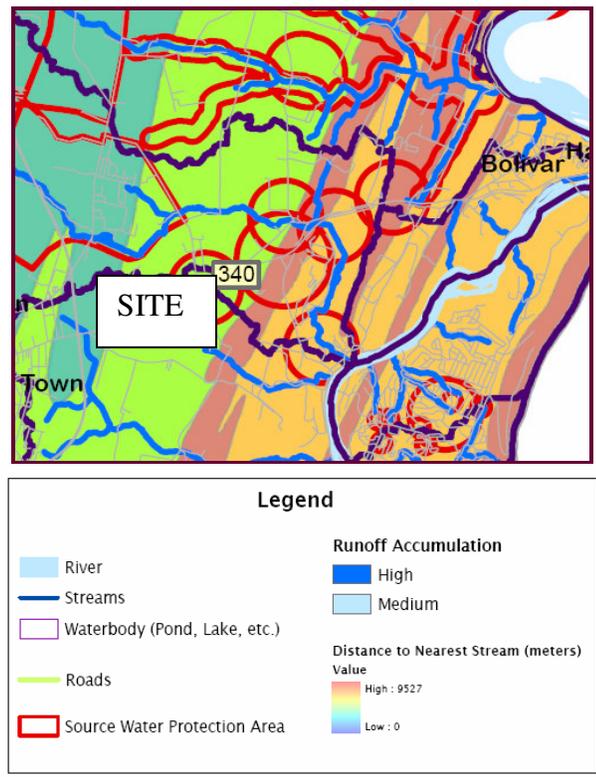
Because the property will be served by public water and sewer, the only water that will infiltrate into the ground on the property will be water collected from storm drainage swales and SWM facilities. This water will be treated both as to quality and quantity ensuring that any water that may infiltrate into the ground water will not have adverse effects upon the ground water.

It is anticipated that the quality of the post-development conditions of the groundwater and surface water will meet or exceed the existing pre-development conditions because of the treatment provided by the storm water management system and the reduction in nutrient loading caused by the reduction in agricultural processes.

The stormwater will be managed and treated with a combination of grass-lined swales along roadways and several stormwater management facilities located throughout the project site. All storm water runoff from the site will be treated for both quantity and quality in accordance with the requirements of the Subdivision Ordinance (Section 8.2c). Special care will be taken during construction to ensure proper management of soil and erosion issues particularly in those parts of the site that may be located in well head protection or recharge areas.

A location map depicting the wetlands, ponds and marshes within one mile of the site is attached as **Exhibit "J".at pages 146-148**. Buffers where necessary will be created around all wetlands as required by Jefferson County. The existing wetlands are located adjacent to the property along Flowing Springs Run and next to that portion of the site not planned for development at this time.. Any buffers will be shown on the Preliminary Plat. No negative impact on the aforementioned areas is expected.

According to the Green Infrastructure Study prepared for Jefferson County, the site lies in an area of medium transmittivity. This means that a portion of rainfall will be absorbed into the aquifer and the remainder will drain towards both Flowing Springs Run and tributaries of Elk Branch. The map below from the Study indicates this. Run off has the potential to provide recharge directly to the aquifer (orange-red) or to run off into streams (blue). Run off from the site is principally into streams and not into the aquifer.



The next map indicates transmittivity or the ability of water to move through the aquifer. The site has medium transmittivity



Portions of the site affect the Elk Branch Water Protection area and the well head protection area at Halltown. During preliminary engineering design, the measures as required by the WVDNR shall be taken to protect these areas.

## **5. Compatibility of the Project in Terms of Land Use**

The proposed construction of residential housing in this area is in accordance with the Comprehensive Plan and the Residential-Growth Zoning District in the Zoning Regulations. A number of planned communities are either next to this development or under construction or planned:

- Breckenridge, an existing subdivision is located directly across Old Country Club Road from the site. Further to the northwest along Old Country Club Road are Walnut Grove and a number of small subdivisions.
- Bordering Breckenridge, to the northwest, on Old Country Club Road is the planned Butler Farm Subdivision
- To the north are Breckenridge North and Gapview Subdivision, located next to Breckenridge North. Farm fields, zoned for residential growth separate a portion of Gap View from the Breckenridge East.
- To the east is property zoned for Residential Growth and Light Industrial/Commercial use. This area currently contains some fields and a 4 lot subdivision containing a church, a storage building and a storage yard. Just beyond, on the east side of Shepherdstown Pike are a number of smaller residential developments.
- Bordering the property near the southeast corner of the site are the Halltown Paperboard Company and Halltown, an existing community.
- Bordering the property to the south are the Beallair Development and the Sleepy Hollow Golf Course (which also contains a residential development).

The area proposed for Breckenridge East is basically surrounded by existing or planned residential development. Because of this area's proximity to Charles Town and to major roadways, the proposed residential use is compatible with surrounding uses. Where the project adjoins larger lots in Breckenridge North, care has been taken to create larger lots within Breckenridge East.

A great degree of effort has been placed in preparing the Concept Feasibility Plan to provide a community that connects to the surrounding community, that provides community facilities for use of the residents and that creates neighborhoods and amities for the residents.

The primary point of ingress/egress is located at a high elevation on Old Country Club Road and provides maximum site distance for vehicles and adequate separation from other abutting ingress/egress points along Old Country Club Road. Additionally a buffer is proposed along Old Country Club Road to maintain the country like setting of this road.

The proposed "spine" or central road(Breckenridge Way) will tie into, and become part of the existing Breckenridge Way to the north. Vehicle and pedestrian access to the Community Park and Community Area land uses are proposed along the "spine" road to facilitate ingress/egress with low impact to abutting Breckenridge East residents.

Particular care has been taken with regards to the connection to Breckenridge North, creating larger lots where the two tracts meet and creating a traffic circle to act as an entrance feature to Breckenridge North and to slow traffic before it enters Breckenridge North.

The Concept Feasibility Plan also recognizes and retains many of the existing forested areas and tree lines for visual and natural interest. Specifically, many of the existing hedgerows and wooded areas have been preserved along property lines and outside homesite building pads. Furthermore, and though not required per Section 4.11 of the Zoning and Development Review Ordinance, green space buffering is proposed to the rear of homesites that abut off-site land uses that are different or potentially commercial in nature, such as the abutting Sleepy Hollow Golf Course and the commercially zoned property at the southeast corner of the project.

## **6. Impact on Sensitive Natural Areas**

A 1988 Sink Hole Inventory Map from the Natural Resource Conservation Service is attached as **Exhibit “K” at page 149** and shows a sinkhole located towards the southwest corner of the property. There is no evidence of the sinkhole at this time, or in the recent memory of the farmer who attended to the land. A letter from a geotechnical engineer Hillis – Carnes, Inc. is attached as **Exhibit “K-1” at page 150** and further concludes, by way of field-inspection of the subject area that the sinkhole shown on the 1988 Sink Hole Inventory Map does not exist. The primary existing drainage patterns will be maintained and the SWM facilities will be designed so that there will not be negative impacts to neighbors or future residents of the community.

Suitable measures will be taken during construction to ensure proper management of soil and erosion issues. Please note that all stormwater facilities will manage and treat the stormwater before releasing it into natural drainage ways. There are no streams within 500 feet of any stormwater discharge point. The conditions of the areas within 500 feet of the stormwater discharge outfall include existing swales and are adequate to accommodate the discharge. As stated earlier, it is anticipated that the quality of the post-development conditions of the surface water will meet or exceed the existing pre-development conditions.

## **Social impacts:**

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### **7. Demand for Schools**

Based on information provided by the Jefferson County School Board as part of its impact fee analysis, there are 0.64 (0.55 per 2000 census) children for each single family residential unit in the County. We have further broken these numbers down, using the 2000 Census age tables for Jefferson County as follows: 0.29 elementary, 0.15 middle school, 0.05 ninth grade and 0.15 senior high for single family detached homes.

Based on the creation of 694 residential lots in the subdivision and the division of the subdivision development into seven phase with 99 or 100 homes being developed at a time, the maximum overall impact will be 447 students added to the school system, but the actual annual impact would be no more than 100 homes at a time for an impact of 64 students per year. We have projected both total and annual impact in our calculations below. We have also taken into consideration the proposed redistricting plan for the county as published on September 28, 2007.

Ages 5-10:  $694 \times 0.29 = 201.26$  or 202 Kindergarten through Fifth Grade students would attend T. A. Lowery Elementary School when the subdivision is completed. However the annual impact would be 29 students a year added to the current school population. (Current enrollment of 638 children (10/06 figures), SBA capacity of 477). No changes are proposed to the elementary school districts for 2008-09.

*According to the State of the Schools Report 2005 prepared by JCPS, "Spaces and growth are also issues at TALES. There has been an increase in the number of sections of classes in both second and fourth grades. With a number of classes at or approaching capacity, it is likely classes (and portable buildings) will be added to Tales for next year. In addition, there have been considerable expenditures in time and money to address serious infrastructure issues within the school."*

Currently TALES has 3 classrooms in 2 portable buildings.

Ages 11-13: Currently  $694 \times 0.15 = 104.1$  or 105 Sixth Grade through Eighth Grade students would attend Charles Town Middle School when the subdivision is completed. However the annual impact would be 15 students a year added to the current school population. (Current enrollment of 900 children (10/06 figures), SBA capacity of 742).

*According to the State of the Schools Report 2005 prepared by JCPS, "The size of the building and the large number of portable classrooms make concerns for security of the site a greater issue. Strides have been made to make the entire area more secure by adding fencing, cameras, and other processes. Of course, overcrowding continues to be a major issue."*

Currently thirteen classrooms in eight portable buildings plus a toilet building are located at this school.

However, according to the redistricting plan, children attending T.A. Lowery Elementary School are in 2008-09, to attend the current 9<sup>th</sup> grade complex which will be converted into Wildewood Middle School (note the building was originally constructed for this conversion).

The proposed 2008-09 enrollment is 494 children. It will serve grades 6, 7 & 8 and has an SBA capacity of 600 children..

Age 14:  $694 \times .05 = 34.7$  or 35 ninth graders would currently attend the 9<sup>th</sup> grade complex at Shenandoah Junction when the subdivision is completed. However the annual impact would be 5 students a year added to the current school population. However these students will in 2008-09 now attend Jefferson High School which is being converted into a four year high school for a total of 140 students or approximately 20 students a year.

Ages 15-17:  $694 \times 0.15 = 104.1$  or 105 Tenth through Twelfth Grade students would currently attend Jefferson High School when the subdivision is completed. However the annual impact would be 15 students a year added to the current school population. (Current enrollment of 1646 children, SBA capacity of 1349, proposed 2008-09 enrollment is 1312). . Total enrollment in both buildings is currently 2,374. The SBA capacity for Jefferson High School is 1349..

*According to the State of the Schools Report 2005 prepared by JCPS, "JHS is the largest high school in WV...JHS operates on a departmental basis and is involved in a major renovation project at the main campus building. The auditorium has been completed with work to begin soon... to relieve crowding. With the completion of a new high school, the current JHS 9<sup>th</sup> grade complex will become a middle school, with the ninth grade being split between the renovated JHS and the new high school."*

JHS currently makes use of 11 classrooms in portable buildings.

We note that for every residential unit built, no matter who resides in it, an impact fee will be paid to mitigate any impact of additional school age children on the Jefferson County School System. It is anticipated that the construction of homes on this parcel will pay at least a total of \$7,394,570 ( $694 \times \$10,655$ ) in impact fees based on the impact fee schedule (effective on 4/1/07), no matter who resides in the development. These funds will be used by the Board of Education to provide capital improvements to the school system to offset the impact of new development in the County.

According to our calculations the number of school children generated by this development could range from 444 to 447 children. This number of children will have an overall major impact upon the school system and this impact will be felt most strongly at the elementary school level.

The developer has had previous discussions with the Jefferson County Board of Education regarding this impact and has sent a letter to the School Board as to various ways to mitigate this impact. This letter is attached at **Exhibit "L" at page 152**. The developer owns a parcel located on Job Corps road that he is willing to provide for an elementary school site. This parcel contains approximately 15 acres. A sketch map of the site is at **Exhibit "L-1" at pages 153-154**

The creation of a new middle school at the current ninth grade complex and the opening of the new high school in 2008-09 will allow for the redefining of school districts and the freeing up of space at both the middle school and high school level and as a consequence, the high school and middle schools will not be as heavily impacted. We also note that school population growth is slowing down from 2004 when school population grew by 4%, to only a 2% increase in 2006.

A letter was sent in May 2007 (using 2006 enrollment figures) to the JCBOE regarding the school impact.

The letters to the Board of Education are included as **Exhibit "L" at page 151-152**.

## 8. Transportation Impact Data

The project will generate vehicle traffic associated with a residential development. The project will have two points of access. The primary access ties into Old Country Club Road at the western property line and is planned and designed to accommodate the majority of vehicles. The secondary access point is northward to Job Corps Road.

The major intersections associated with this development are:

- Breckenridge Way, the proposed primary ingress/egress, and Old Country Club Road
- Old Country Club Road and Flowing Springs Road
- Breckenridge Way and Job Corps Road
- Old Country Club Road and Posting Way (North)
- Old Country Club Road and Posting Way (South)

The most current available ADT count (2005 count by the West Virginia Division of Highways) for the Average Daily Traffic Count for Old Country Club Road just north of US 340 was 3500 vehicles per day. Closest traffic counts on US 340 were (1) just east of the Bypass, 37,700 vehicles per day and (2) near Bakerton Road were 28,500 vehicles per day. The closest applicable counts on Flowing Springs Road (1) North of Job Corps Road were 5000 vehicles per day and (2) at the 4 way stop at Flowing Springs Road and 5<sup>th</sup> Avenue was 17,000 vehicles per day.

The closest key intersection is Old Country Club Road and US 340, located a little less than a mile away to the south.

Several "Highway Problem Areas", per Map 3 of the 2004 Comprehensive Plan, have been identified as near the Community. They are:

1. Intersection of Flowing Springs Road and Daniels Road, noted as poor intersection angle causing poor visibility. Since this area was identified., the WVDOH has added a left turn lane to Daniels Road improving the intersection.
2. At Job Corps Road and Flowing Springs Road, the map identifies a sharp curve, but the listing notes poor visibility.

See **Exhibit "X" at pages 288-289**

According to the Subdivision Ordinance, a single family home will create 8 trips per dwelling unit. For 694 single family homes the average daily traffic will be 5,552 trips per day. The peak hour volume will be 556 trips. According to the Ordinance, updated AM & PM traffic counts are to be provided at as many as two key intersections per direction of the County Engineer for subdivisions with peak hour counts between 300 and 600.

As part of the study for this subdivision, the developer hired Kellerco, Inc., professional transportation engineers to conduct a comprehensive traffic study to determine any potential impacts from the proposed development (the original traffic study was named Breckenridge II and used a lot count of 750 units, more than the final count of 694 units). This study utilized actual field traffic counts recorded by Kellerco personnel, trip generation rates (210) from the Institute of Transportation Engineers (ITE) Trip Generation, 6<sup>th</sup> Edition, pages 263-265. Rates used were projected WV State Highway traffic growth rates for the area and rates for single family homes used were based on the "Fitted Curve Equation" (FCE) referenced on the ITE Single Family Detached Housing (210) trip generation data. Specifically applied as follows:

1. Total Weekday  
 FCE:  $\ln(T) = 0.920 \ln(X) + 2.707$   
 $\ln(T) = 0.920 \ln(750) + 2.707$   
 $T = 6,618$
2. Weekday/Peak One hour between 7 and 9 AM  
 FCE:  $T = 0.700(X) + 9.447$   
 $T = 0.700(750) + 9.447$   
 $T = 535$
3. Weekday/Peak One hour between 4 and 6 PM  
 FCE:  $\ln(T) = 0.901 \ln(X) + 0.527$   
 $\ln(T) = 0.901 \ln(750) + 0.527$   
 $T = 660$

Additional traffic counts were done by Wells and Associates this year to to determine if the results of the earlier study were still valid. Wells and Associates has determined that the original study is still valid.

The Study concluded that acceptable Levels of Service (A and B) are achieved at all intersections associated with the development. Please refer to the attached Traffic Study, dated March 27, 2003, **Exhibit "M" at pages 155 -185** and the update letter prepared by Wells and Associates, as **Exhibit "M-1" at page 186-196**.

Additionally in order to accommodate any home businesses as allowed by the covenants the Breckenridge North covenants are proposed to be revised to restrict home business use to "Home Occupation, Level 1" as defined in the Zoning and Development Review Ordinance, Jefferson County, West Virginia, Adopted July 7, 1988, as amended.

Inclusion of the "Home Occupation, Level 1" use has the potential to generate two (2) business related vehicle visits per day (2 in + 2 out = 4 total trips). Our traffic analysis, as mentioned above, was performed based on a preliminary estimate of 750 homes for Breckenridge East which generated 6,618 trips. The final concept plan for Breckenridge East yielded 694 lots which will generate 6,162 trips using the ITE generation rates.

$$\ln(T) = 0.920 \ln(X) + 2.707$$

$$\ln(T) = 0.920 \ln(694) + 2.707$$

$$T = 6,162$$

Therefore the traffic analysis accounted for 456 trips (6,618 – 6,162 = 456) more than will be generated from the final 694 lots. These additional 456 trips equate to 114 homes (456 trips / 4 trips/day/Level 1 Home = 114) which could operate at Level 1, Home Occupation without effecting the existing traffic study. Therefore, the Breckenridge East final covenants will also be modified to limit the number of Home Occupation, Level 1 businesses to a maximum of 114 homes based on a first come basis.

It should be noted that a traffic study done in accordance with WVDOH standards was submitted to the WVDOH and an entrance permit was issued by the WVDOH for the proposed entrance off of Old Country Club Road.

Portions of this study dated July 14, 2004 are attached at **Exhibit "M-2" at pages 197-260**.

It should also be noted that a signal has been installed by the West Virginia Division of Highways at the intersection of Rt. 340 and Old Country Club Road. This signal allows for the safe movement of traffic to and from Old Country Club Road onto US 340. Additionally, a

second signal has also been placed at Halltown Road and US 340. Both of these signals assist with regulating traffic flow on US 340.

### **9. Demographic Impact**

According to the U.S. Census Bureau, American Fact Finder Table QT-H2 tenure, household size and age of householder: Census 2000, 100% data, for Jefferson County the average household size is 2.54 persons per household, therefore this subdivision when completed will add (694 x 2.54) 1763 persons in the subdivision to the County.

### **10. Health and Emergency Services**

The Jefferson Memorial Hospital is located approximately 3.5 miles from the project in Ranson and includes the closest and highest concentration of medical practitioners. The Jefferson Memorial Hospital confirms (refer to **Exhibit "N" at page 261**) that the hospital is prepared to provide health and emergency services.

The Jefferson County Ambulance Authority located in Ranson, is also about 3.5 miles from the project. A letter dated May 15, 2007 from the Ambulance Authority is at **Exhibit "N-1" at page 262**. They state that their response time is approximately 9 minutes to this location

Additionally we provide on the next page a chart indicating both response times and time to get to the scene for Jefferson County:

EMS service data. Report prepared June 26, 2007

The following base information was provided by JCAA. Statistical analysis provided by JCCEP. The important figures are the time from call to providing patient assistance. This data clearly indicates that Jefferson County continues to provide excellent EMS service.

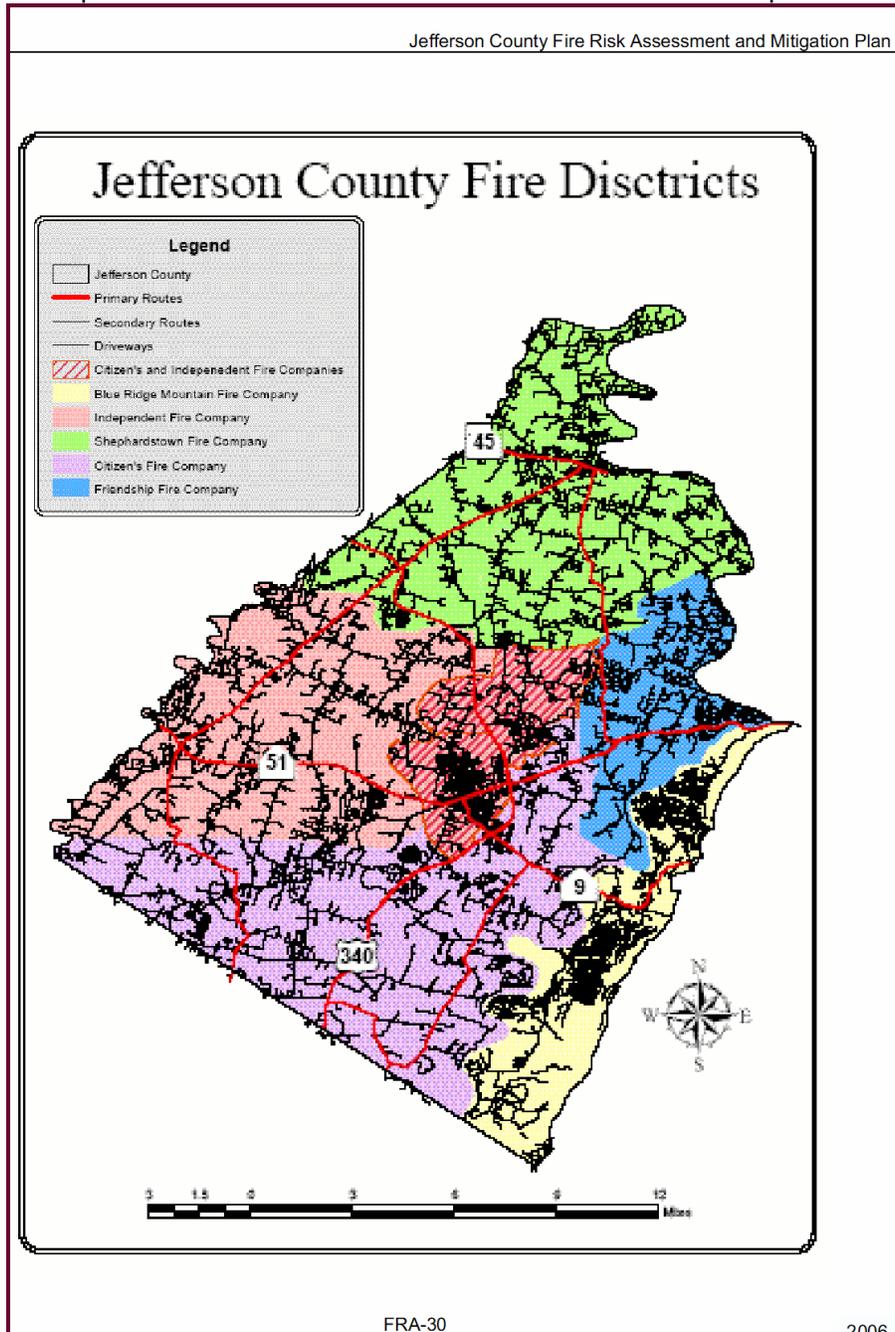
<b>Total Calls for Service.....</b>	Analyses 2003-2006
2003 - 3829	<b>Increase of 10.1%</b>
2004 - 3852	
2005 - 4079	
2006 - 4281	
<b>Average Response Time - JCAA</b>	<b>Increase of 30 seconds</b>
2003 - <1:00	
2004 - <1:00	
2005 - <1:00	
2006 - 1:30	
<b>Average Response Time - Ambulance</b>	<b>Increase of 23 seconds</b>
2003 - 3:52	
2004 - 4:05	
2005 - 4:15	
2006 - 4:15	
<b>Average Time to Scene - JCAA</b>	<b>Improved by 1:29 or 17%</b>
2003 - 9:43	32.4% better than National goals
2004 - 9:36	
2005 - 8:43	
2006 - 8:04	
<b>Average Time to Scene - Ambulance</b>	<b>Increased by 12 seconds</b>
2003 - 9:57	Still 15.4% better than National goals
2004 - 10:12	
2005 - 10:42	
2006 - 10:09	
<b>Patient Refusals / Cancel</b>	<b>Increase of 22.2%</b>
2003 - 410	Calls that are third party with patient refusing treatment
2004 - 440	
2005 - 482	
2006 - 501	

The goal for Average Response Time for National Urban is 5 minutes. (All county figures are much better than that standard). The goal for Average Time to Scene for National Rural is less than 12 minutes. (All county figures are much better than that standard).

Fred Blackmer, JCCEP

### 11. Fire Protection

According to the Jefferson County Addressing Office, this site is served by three different fire districts, however it is anticipated that Fire district 423 that currently serves Breckenridge North and Old Country Club Road, the location of the proposed primary entrance for the development, will be the provider. The Independent Fire Company facilities located in Ranson is the primary responder and the Citizen’s Fire Company located on the US 340 Bypass is the secondary responder. The map below shows service areas for the various Fire companies.



Both Citizens Fire Company and Independent Fire Company are located approximately 4 miles away taking into account the route they would follow to get to Breckenridge East.

The Friendship Fire Company located in Harpers Ferry provides back up coverage for this area, and is located approximately 3.5 miles northeast of the project. Assistant Chief Scott Biller of the Harpers Ferry Fire and Rescue previously stated that they would provide “material aid” (back-up) for Independent Fire Company. Please refer to **Exhibit “O” at page 263** for the letter to from Independent Fire Company.

## 12. Police Protection

Police service and protection will be provided by the Jefferson County Sheriff’s office and the West Virginia State Police. Please refer to **Exhibit “P” at page 264** for the letter from the Jefferson County Sheriff’s office confirming police service and protection coverage. The West Virginia State Police have confirmed that the proposed community is in their service area. Please refer to **Exhibit “P-1” at page 265**.

## 13. Trash Removal

Apple Valley Waste will provide trash removal service. Please refer to **Exhibit “Q” at page 266**.

## 14. Electric Service

Allegheny Power, Inc. will provide electric service. Please refer to **Exhibit “S” at page 279** for the previously submitted letter..

## 15. Telephone Service

Frontier will provide telephone service. Please refer to **Exhibit “T” at page 280** for the previously submitted letter..

## 16. Sewer and Water Service

The Jefferson County Public Service District (PSD) has agreed to provide sanitary sewer service. A letter from the Jefferson County Public Service District (PSD), **Exhibit “V” at page 283**.

The developer of Breckenridge East currently has a waste load allocation and a discharge permit, including approvals by both the WV State Health Department and the WV Department of Environmental Protection for a 174,000 gallon per day, state of the art waste water treatment plant. **See Exhibit “V-1” at pages 284-285**.

The developer is also having ongoing discussions with the Jefferson County Public Service District exploring a variety of options including:

- The developer constructing the plant under current approvals and at some point in the future turning over operation and ownership to the PSD;
- Providing land for the PSD to construct a proposed 1,000,000 gallon per day treatment plant to be owned and operated by the Jefferson County PSD.

We note for the record that the existing Charles Town treatment plant and the Breckenridge pump station both have existing capacity at this time. There are many options and

opportunities to provide central sewage treatment to the proposed development. It is anticipated that the first phase of the development will go to the existing treatment plant for sewer service, but that at some point as yet to be determined one of the other two options will be utilized.

Jefferson Utilities, Inc. has agreed to provide water service. The water service main is anticipated to run along the proposed "spine" road and loop from Breckenridge North to Breckenridge Phase 1. The water system will be designed with fire hydrants and provide adequate "fire flow" for the development. Please refer to the letters dated in 2006 and Sept. 5, 2003 from Jefferson Utilities, Inc at **Exhibit "U" pages 281-282**, confirming availability of water service coverage and addressing issues of "fire flow"

The public utility service provider will become owner of the water system. The ownership of the sewer system will depend upon the alternative sewer arrangement as determined by the developer. In all cases maintenance by either a public or private body will be provided for all the respective facilities.

### **17. Relationship of the Project to the Comprehensive Plan**

The owner/developer believes that the proposed development is consistent with the goals and recommendations of the Jefferson County Comprehensive Plan:

On page 18 of the adopted 2003 plan the following goals are stated:

*"Encourage growth and development in areas where sewer, water, schools and other public facilities are available or can be provided without undue cost to the community"*

This development is located between Breckenridge North, currently provided with public water service and the original Breckenridge, served with both public water and sewer. Additionally both Beallair Subdivision (currently under construction) to the south and Butler Farms to the north will have public water and sewer. With the developer providing water and sewer service to this subdivision, there will not be undue costs to the community.

*"Promote pedestrian friendly, livable communities"*

This development with its pocket parks, community park and walking trail will create places for interactions between residents and promote walking between the developments various community facilities.

On page 41 of the adopted 2003 plan, it states:

*"Residential...development on water and sewer facilities should, by nature and design, be more dense"*

This development has a gross density of 1.58 units per acre and a net residential density for the new units of 2.67 residential units per residential acre. It however retains over 60 acres in open space and parkland, creating a tighter fabric within the residential areas.

On page 78 of the adopted 2003 plan, the following recommendation is stated:

*"it is the vision of this Comprehensive plan that development will be concentrated within the designated growth areas."*

The Zoning Map for the County indicates that this property is located in the Residential Growth Zone, the area proposed for the densest growth.

## 18. Housing Supply

The latest information released by the US Census indicates that from April 1, 2000 to July 1, 2005 Jefferson County was the second fastest growing County in WV with an increase of 7,016 inhabitants. It had a 16.6% increase in population, second only to Berkeley County (one of the 100 fastest growing counties in the USA) which grew by 23 %.

When one reviews building permits, it is clear that new construction has been principally in single family residential units. Also, growth in new single family units appears to be fairly steady.

Below is a review of several data sources regarding building permit activity in Jefferson County:

- Jefferson County Department of Impact Fees by number & type of individual units (Note, that prior to obtaining a building permit for a new residential unit in the County and in several of the towns, the Impact Fee is paid at the Department of Impact Fees, not including Charles Town and Ranson).

Year	Single Family
2004	269
2005	324
2006	256

- U.S. Census Data ([Http://censtats.census.gov](http://censtats.census.gov)) Looking at 2006 building permits for single family homes & also comparing January 2006 and January 2007 building permits(Covers both the County and Municipalities, imputes numbers for non reporting jurisdictions):

	Types			
	Building total	Units total	Construction cost SF units	Single family
2006	549	554	138,534,732	547
Jan. to April 2007	120	121	33,713,161	119
April 2006	46	46	11,370,970	46
April 2007	33	33	8,443,786	32

From the July 2007 Harding Report, the following statistics for all home sales were provided regarding Jefferson County as shown in the chart below:

	Median price sold	Total units sold	Average days on the Market
June 2006	274,950	51	125
June 2007	270,000	80	83

The August 2007 Harding Report notes that there are three times as many houses on the market as there are houses sold at present. Based on these factors, it is clear that the housing market is slowing down at the present, however this is not anticipated to continue. The market itself is cyclical, being easily shifted by down turns in the economy, increases in interest rates and also over supply of for sale housing. This pattern may be in place at the present, but historically over the last 20 years, Jefferson County has had population increases that exceeded the increase in housing supply, indicating the need for additional housing. Furthermore our population is anticipated to continue growing, requiring more housing in the county. A development, the size of Breckenridge East will take time to build and will also be absorbed into the housing supply over a period of years. In actuality, Breckenridge will add about 100 housing units a year to the housing supply over a period of 7 to 8 years.

The Comprehensive Plan at page 113 notes the change in household size, noting that households have decreased in size from 3.21 persons per household in 1970 to 2.54 persons per household in 2000.

- In the 1970s population increased by 42.4% and housing units increased by 55.7%.
- In the 1980s population increased by 18.5% and housing units increased by 26.5%.
- In the 1990s population increased by 17.4% and housing units increased by 20.7%.

As can be seen from the latest census information and building permit information, the County continues to grow, having grown 16.6 % over the past five years. With continued population growth, there is a demand for new housing.

The Market Survey, prepared by Pitheon Marketing Productions, LLC, states that between 1997 and 2002, residential sales activity increased 60% as average sales prices grew 47%. Towards satisfying the increase in demand, the report concludes that the Breckenridge East Community, with its extensive and attractive amenities, will absorb the homes over approximately a seven-year period.

The update, also prepared by Pitheon, reviewed the existing housing market, indicates that Jefferson County will continue to be attractive to new home buyers in the Washington DC. MSA because of attractive affordable house prices. Also, the update indicates that by the end of 2008, most housing subdivisions currently under development will have sold off most of their inventory. .

## **19. Proximity to Known Historic Features**

The **West Virginia Division of Culture and History** in 2002 stated that the subject property and areas within 500 ft. do not include any structures or features of historical significance (**Exhibit "D" at page 53**).

Per the West Virginia Division of Culture and History, two properties, the Beall-Air Farm and the Media Farm are respectively, 1500 ft and 6000 ft from our property line. The Beall-Air Farm property (abutting to the south) is currently under construction as a residential subdivision. It will eventually contain 299 homes and includes renovation of the existing homestead as a community center.

There are no known pre-colonial Native American features on the subject property. There are no known human burial sites on the subject property.

In addition to the above-mentioned structures, the "Windshield Survey on Explorer: The West Virginia History Database, Jefferson County Module" by Dr. William D. Theriault, includes the "Walnut Grove" homestead. The Walnut Grove homestead is approximately 2500 ft. from the entrance to Breckenridge East and located within the Walnut Grove subdivision.

The Jefferson County Historic Landmark Commission in 2007 completed a survey of county resources. Resources are ranked for I to IV with I being the most important. That survey identified two additional resources, Warm Springs (a frame house, circa 1900 , category III) and Old Country Club Road Resource 1 (wooden house circa 1880, category III). Both are located on Old Country Club Road.

**See Exhibit "R" at pages 267 -278 for additional information.**

## 20. Recreation

The project will include a pool and bathhouse, tennis court, and a Community Park that consists of a soccer field, softball field, practice field, tot lot and a multi-age playground.

To further increase open space, and to encourage pedestrian use, "pocket" parks are located in convenient areas throughout the project for passive recreation.

The nearest Municipal Parks: Evitts Run Park, Charles Town, 2.5 miles  
 Ranson Park and Playground, Ranson, 2.5 miles  
 Jefferson Memorial Park (private), Charles Town, 3+ miles

The nearest County Parks: Sam Michaels Park, 3+ miles (but ½ mile away as the crow flies)  
 Moulton Park (Bloomery Road), 6.0 miles

The State and Federal Parks: Harpers Ferry National Historic Park, 4 miles  
 Shannondale Springs, a state-owned potential park (per Section III-74-B, Table 5.1 Comprehensive Plan), 8 miles

## **Economic Impacts:**

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### **21. Property Tax Evaluation**

It is estimated that the development will generate (yearly) income when completed for the Jefferson County Government in residential taxes based on the following:

Jefferson Co. Real Property Tax Guide, Class II Rates	
Appraised Value of Project:	\$225,550,000 (\$325,000 x 694)
Assessed Value (60% of above value):	\$135,330,000
Total County Tax Rate:	\$1.1186 / \$100 (2007)
Tax Computation:	\$1,513,801.38

Additionally the following Impact fees will be generated by each residence based on 2007 amounts and using the Impact Fee office's on line calculator:

<i>Type</i>	<i>Single Family Detached</i>
<i>Location</i>	<i>Harpers Ferry District (04)</i>
<i>number</i>	<i>1</i>
<i>School fee</i>	<i>\$10,655</i>
<i>Law enforcement</i>	<i>\$ 135</i>
<i>Parks &amp; Recreation</i>	<i>\$ 751</i>
<i>Fire &amp; EMS</i>	<i>\$ 603</i>
<i>total</i>	<i><b>\$12,144</b></i>

This indicates a total impact fee per unit of \$12,144 or \$8,427,936 if all the units were built today. Impact fees are adjusted annually and have automatic increases built in. As a consequence the amount noted above is less than what can be anticipated by the County and will be used by the County and the Board of Education to mitigate any impacts of this new development.

### **22. Anticipated Bank Deposits**

It is anticipated that the compensation for labor and materials associated with the site development and home construction within the Breckenridge East Community will include the use of nearby banks. The residents of the Community are expected to utilize local banks for checking, savings and lending.

### **23. Anticipate Local Spending**

It is anticipated that the site development and home construction associated with the Breckenridge East Community will draw upon the local and nearby areas for materials and labor. In fact, a majority of the contractors hired to develop the abutting Breckenridge North and Breckenridge developments are local Jefferson County businesses. We expect this trend to continue. Lastly, and with greater and longer lasting impact, it is anticipated that the residents of the Community will conduct their daily spending in the area's shopping, commercial and medical centers.

Three shopping centers located within 3 miles of Breckenridge East are Jefferson Crossing Shopping Center, Somerset Village and Charles Town Plaza. Each of these shopping centers contains a grocery store and other retail establishments including restaurants, variety stores, an urgent care, paint stores etc. These shopping centers are conveniently located so that many residents of Breckenridge East will shop there. Additionally, most services are conveniently located in Ranson and Charles Town, making these areas attractive for local spending.

#### **24. Local Employment Implications**

It is anticipated that the local employment demand will increase over-time as more people move into the Community and seek or require local services and locally produced goods. Additionally, as the population of Jefferson County increases, it is expected that the employment centers will grow and attract local residents to work locally.

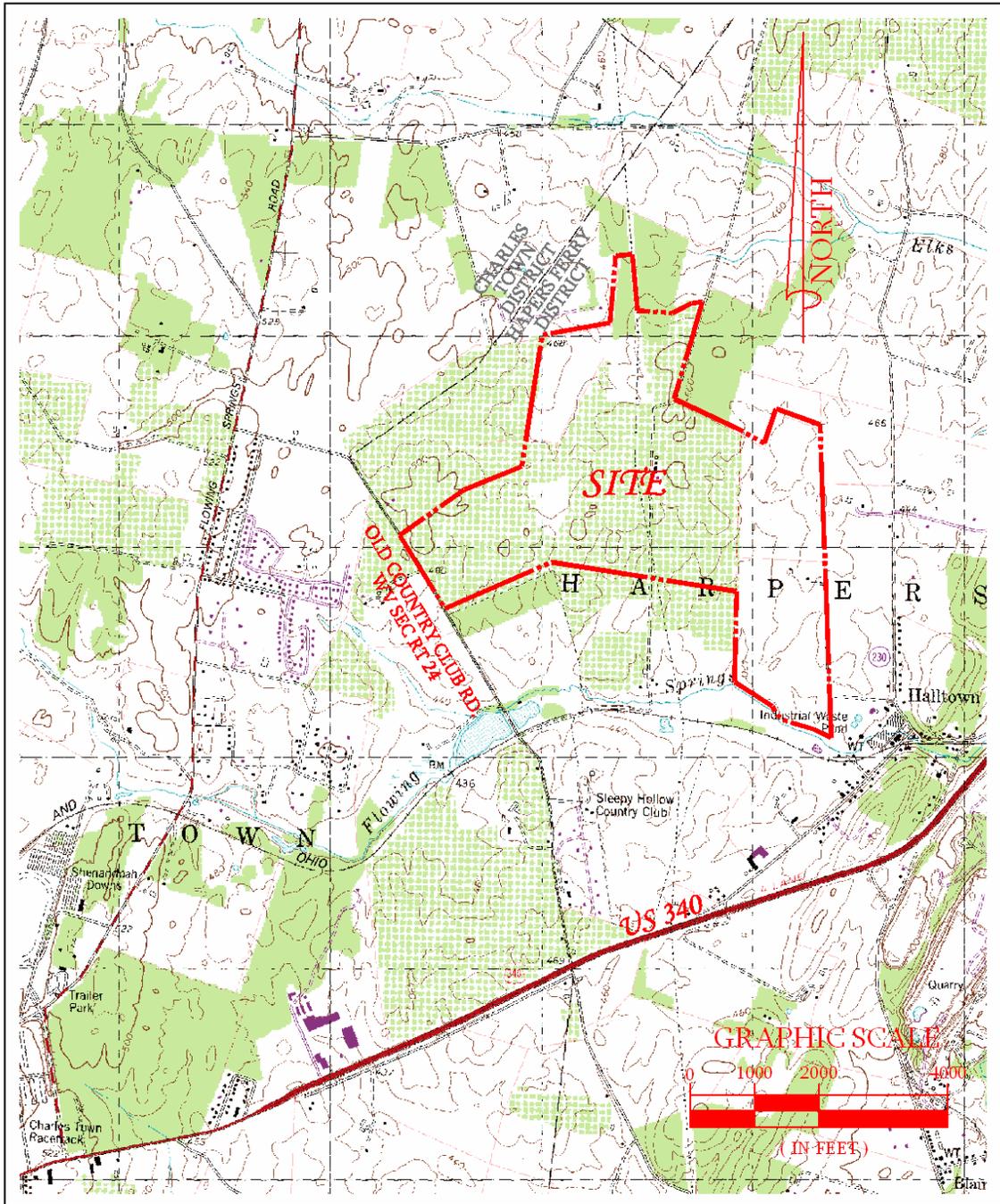
Additionally, employment will be generated for businesses that serve new communities. An example of this is the recently opened Home Depot in Ranson. Until it opened, there was no store available with a wide selection of goods designed to assist the "do it yourself". The construction of this store that creates local employment opportunities was dependent upon having a large enough market in the vicinity to be able to support this type of retail business. Additional growth in the County will create a larger population with additional disposable income and will allow our area to attract other retail businesses to Jefferson County.

#### **25. Expected Changes in Property Values**

During the last 25 years, the owner/developer has witnessed property values increase in all of their residential projects in the area. The necessary ingredients of proper site selection, a well thought-out land plan, attractive and high quality construction, and a greater degree of landscape, open space and on-site recreational opportunities have contributed to a positive and sustained impact for all of the communities developed by the owner/developer. Considering this history of increased values of the owner/developer's projects, it is anticipated that the adjoining properties will only benefit from the development of the Breckenridge East Community. We would note that both the properties to the north and south are either planned for or currently under development.

Site Location *Breckenridge East*

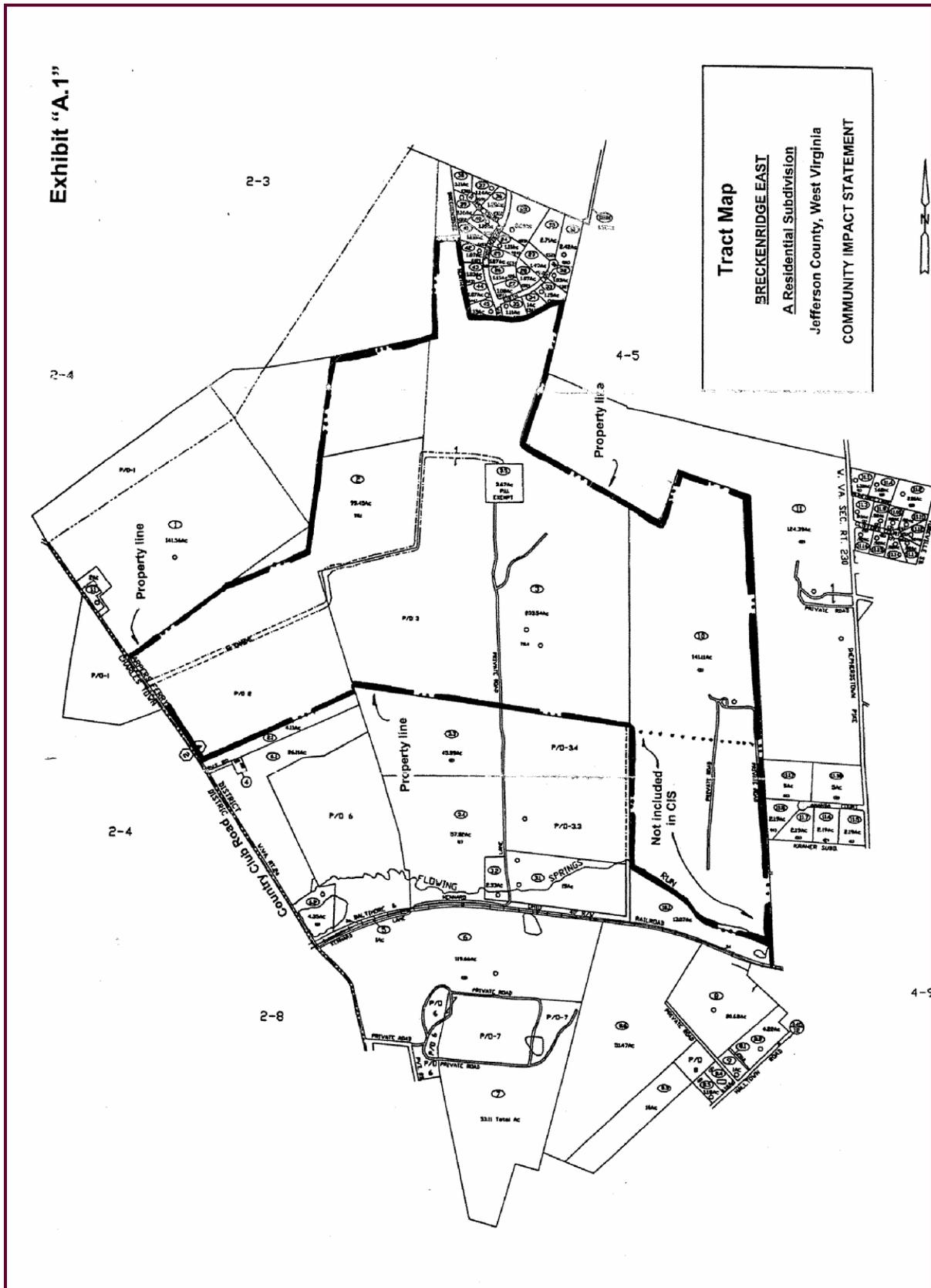
Exhibit A



DATE 7/25/07	SCALE 1"=2000'	TITLE VICINITY MAP	SHEET NO.
PROJ. NO. 12750282	PROJECT BRECKENRIDGE EAST		

Tract Map *Breckenridge East*

Exhibit A 1



Updated Highway Permit *Breckenridge East*

Exhibit A 2

Form MM-109 Rev. 2/298

PERMIT NO. 5-06-0111

PERMIT TO ENTER UPON, UNDER, OVER OR ACROSS THE STATE ROADS OF THE STATE OF WEST VIRGINIA, AS PROVIDED FOR IN SECTION 6, ARTICLE 16, CHAPTER 17; SECTION 9, ARTICLE 16, CHAPTER 17; SECTION 8, ARTICLE 4, CHAPTER 17; WEST VIRGINIA CODE, 1931, AS AMENDED.

THIS PERMIT, Made this 13th day of February, 2006, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and B. C. Partners, Inc. - Dan Snyder, P.E. - Pleasants Development, Inc. Address: 24012 Frederick Road, Suite 200, Clarksburg, MD 20871 hereinafter called APPLICANT.

WITNESSETH

In consideration of the hereinafter set out covenants and in accordance with Section 6, Article 16, Chapter 17; or Section 9, Article 16, Chapter 17; or Section 8, Article 4, Chapter 17, of the Official Code of West Virginia, 1931, as amended, and the rules and regulations promulgated thereunder, APPLICANT does hereby apply to enter East Side

Circle Type of Route: I US WV SLS D Route No. 24 DOH Project No. (if applicable); at 1.325 Miles North from its Jct. with US 340 Mile Post 1.32

in Jefferson County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof. To construct and maintain one and 30' and 40' radii to serve 694 lots in proposed Breckenridge East. Entrance shall be constructed of a minimum 2" RMA wear over 7" RMA Base Bituminous Concrete placed upon 6" compacted stone base as detailed on attached drawings. Should this subdivision further subdivide, expand, or change in use or ownership, this permit shall be void and a new permit applied for which fits the circumstances. Storm water management and drainage shall be as detailed on attached drawings. The proposed full growth submittal has been received so that a review can be conducted for each subsequent phase of growth based on traffic conditions at that time. This permit shall be reviewed at completion of 104 lots APPLICANT further agrees to accept the conditions hereinafter set forth: in Phase 1.

- 1. APPLICANT shall deposit with DIVISION the sum of \$ in the form of a certified check, money order, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.
2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows:
A. For any inspection costs incurred under this permit.
B. At \$ per linear foot for feet of water flow under this permit.
C. At \$ per linear foot for feet of sewer flow under this permit.
3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date work will begin. Failure to comply will be cause for cancellation of this permit.
4. APPLICANT agrees to protect its employees, equipment and the users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Streets and Highways Construction and Maintenance Operation".
5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit.
6. Supplementary conditions cited on the reverse side of this permit are understood and agreed to be a part hereof.
7. The work authorized under this permit shall be completed on or before the 31 day of January 2007.



RECOMMENDED: Robert B. Meix Staff Engineer

B.C. Partners, Inc. By: Jerry Connelly, Vice Pres. Signature and Title of Applicant

BOND REQUIREMENT: BOND NO. /DATE Attached On File

APPROVED: Acting District Engineer/Manager

INSPECTION REQUIREMENTS: Full Time Part Time Periodic Reimbursable No Cost

Title Acting District Engineer/Manager West Virginia Division of Highways

REIMBURSABLE AUTHORIZATION NO.

PERMIT NO. 5-06-0111

BEFORE DIGGING OR OTHERWISE DISTURBING THE EARTH CALL 1-800-245-4848 TO NOTIFY MANY UNDERGROUND OWNERS • FREE SERVICE

## CHAPTER 17 WEST VIRGINIA CODE, 1931

**17-4-8.** Use of roadbed by railroad, telephone company, etc. — No railroad or electric or other railway shall be constructed upon the roadbed of any state road, except to cross the same, nor shall any person, firm or corporation enter upon or construct any works in or upon such road, or lay or maintain thereon or thereunder any drainage, sewer or water pipes, gas pipes, electric conduits or other pipes, nor shall any telephone or electric line or power pole, or any other structure whatsoever, be erected upon, in or over any portion of a state road, except under such restrictions, conditions and regulations as may be prescribed by the Commissioner of Highways. Whenever any railroad or electric or other railway, heretofore or hereafter constructed, shall cross any state road it shall be required to keep its own roadbed, and the bed of the road or highway at such crossing, in proper repair, or else to construct and maintain an overhead or undergrade crossing, subject to the approval of the Commissioner of Highways; and the tracks of such railroad or railway at grade crossings shall be so constructed as to give a safe and easy approach to and across the same, and when the construction of such approaches is made necessary by a change in the railroad grade at the grade crossing, the cost shall be upon the railway company.

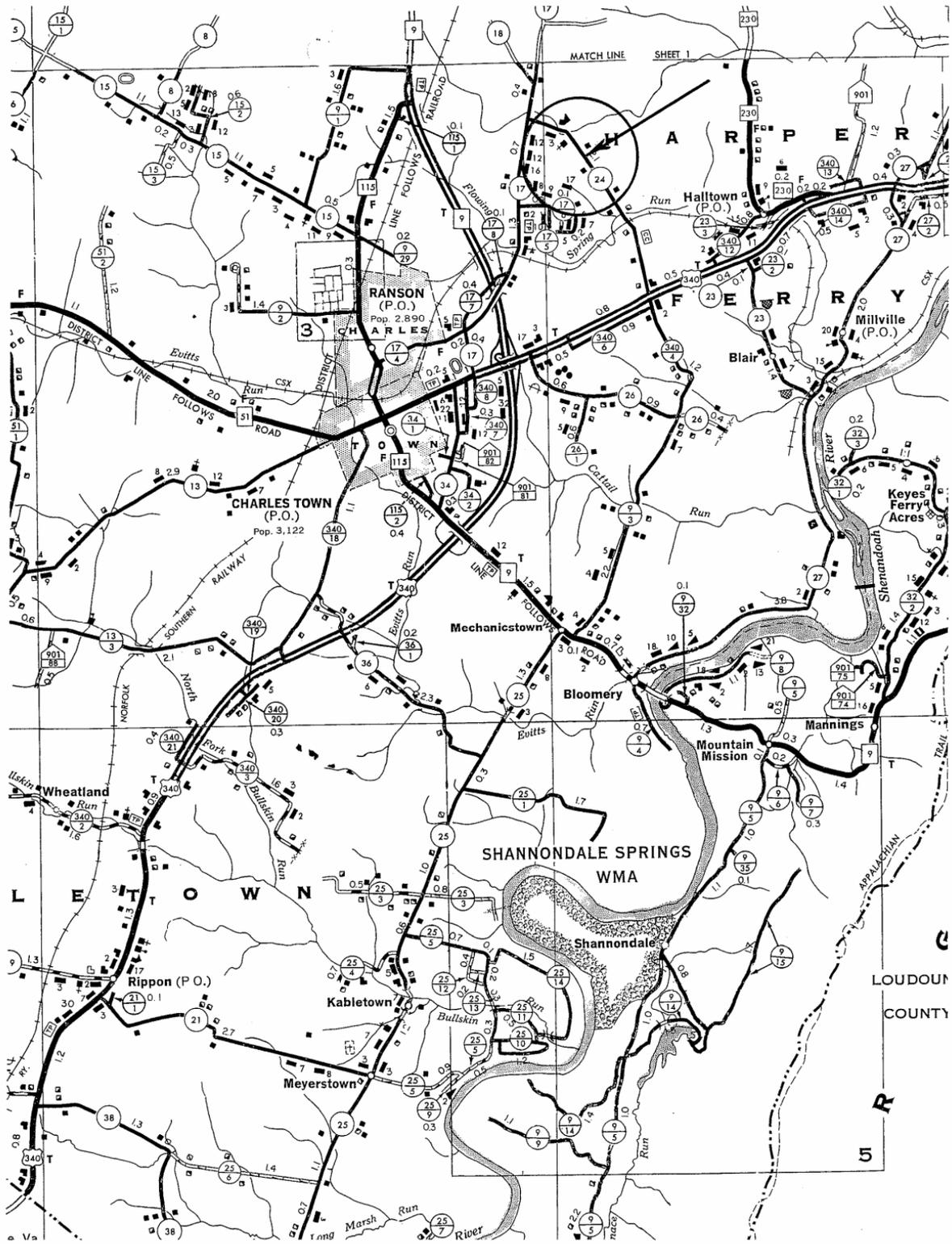
**17-16-6.** Permit by commission or county court for openings in or structures on public roads; franchise and easement of oil, etc., transportation companies. — No openings shall be made in any state or county-district road or highway, nor shall any structure be placed therein or thereover, nor shall any structure, which has been so placed, be changed or removed, except in accordance with a permit from the West Virginia Department of Highways or county court, as the case may be. No road or highway shall be dug up for laying or placing pipes, sewers, poles or wires, or for other purposes, and no trees shall be planted or removed or obstructions placed thereon, without the written permit of the Department or county court, or its duly authorized agent, and then only in accordance with the regulation of the department or court. The work shall be done under the supervision and to the satisfaction of the department or court; and the entire expense of replacing the highway in as good condition as before shall be paid by the persons to whom the permit was given, or by whom the work was done: Provided, however, that nothing herein contained shall be so construed as to prevent any oil or gas company or person having a proper permit or franchise from transporting oil or gasoline along any of the public highways of this State, nor to give such a company a franchise without paying to the landowners through whose lands such road passes the usual and customary compensation paid or to be paid to the landowners for such right of way. Any grant or franchise when made shall be construed to give to such company or person only the right to use the easement in such public road.

A violation of any provision of this section shall be a misdemeanor, and the person or corporation violating the same shall, upon conviction thereof, be fined not less than twenty-five or more than one hundred dollars for each offense.

**17-16-9.** Private driveways or approaches to roads; obstruction of ditches. — The owner or tenant of land fronting on any state road shall construct and keep in repair all approaches or driveways to and from the same, under the direction of the West Virginia Department of Highways; and, likewise the owner or tenant of land fronting on any county-district road shall construct and keep in repair all approaches or driveways to and from the same, under the direction of the county road engineer, and it shall be unlawful for such owner or tenant to fill up any ditch, or place any material of any kind or character in any ditch, so as in any manner to obstruct or interfere with the purposes for which it was made.

## SUPPLEMENTARY CONDITIONS

1. The person, firm or corporation to whom a permit is issued agrees to hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the progress of the work authorized by this permit or by reason thereof.
2. Applications for permission to perform work within highway rights of way shall be made on DIVISION'S standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
3. The APPLICANT shall give detailed information concerning the work to be performed and the application must include a sketch sufficient to show the nature of the work performed.
4. APPLICANT, his agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT'S real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the road resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
5. DIVISION assumes no liability for damage to the proposed work by reason of construction or maintenance work on the road.
6. This permit is granted subject to removal of the authorized installation by APPLICANT at no cost to DIVISION when required for improvement of the road, and subject to all regulations now or hereafter adopted by DIVISION.
7. Utility installation shall be in accordance with the current manual, "Accommodation of Utilities on Highway Rights of Way".
8. Driveways shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way".
9. DIVISION reserves the right to cancel this permit at any time, should APPLICANT fail to comply with the terms and conditions under which it is granted.
10. This permit is granted only insofar as the DIVISION has a right to do so.



**Updated Highway Permit Letter**



**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

**Division of Highways**

Office of the District Engineer  
District Five

Joe Manchin III  
Governor

P. O. Box 99 • Burlington, West Virginia 26710-0099 • 304/289-3521

December 5, 2007

Daniel Snyder, P.E.  
Pleasants Development, Inc.  
24012 Frederick Road, Suite 200  
Clarksburg, MD 20871

Dear Mr. Snyder:

Revised Completion Date  
Permits 5-06-0110 and 5-06-0111

As requested and in consideration of the length of time it takes to complete a project of this magnitude, the completion date of the above noted permits for Breckenridge East Subdivision is revised with an extension granted until December 31, 2008.

Once all work on these permits have been completed, please notify this office so a final review can be conducted.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert A. Amtower".

Robert A. Amtower, P.E.  
District Engineer/Manager

RAA:k

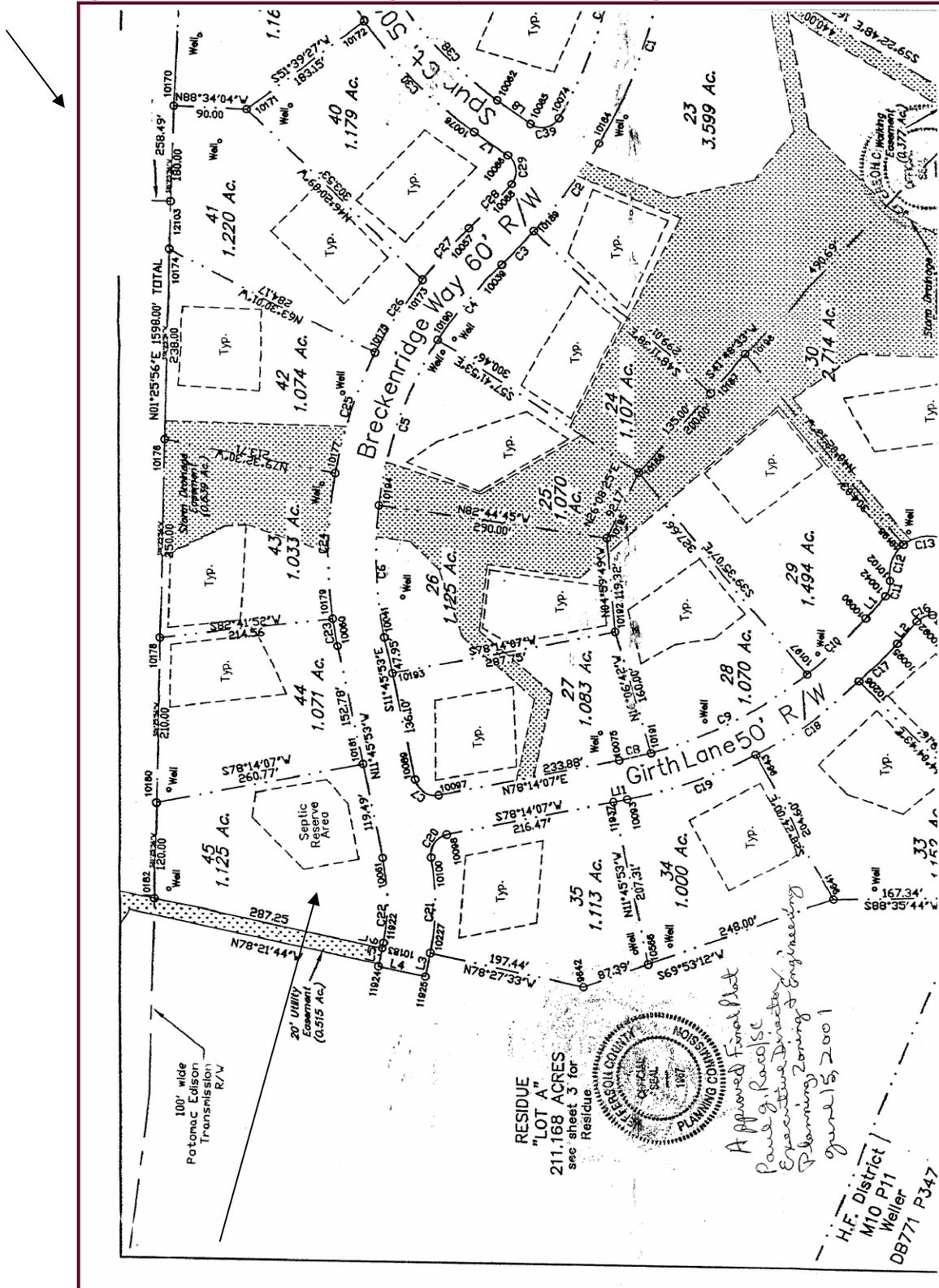
cc: Jefferson County  
Permit File (5-06-0110, 5-06-0111)

E.E.O. AFFIRMATIVE ACTION EMPLOYER

Portion Final Plat Breckenridge North *Breckenridge East*

Exhibit A 3

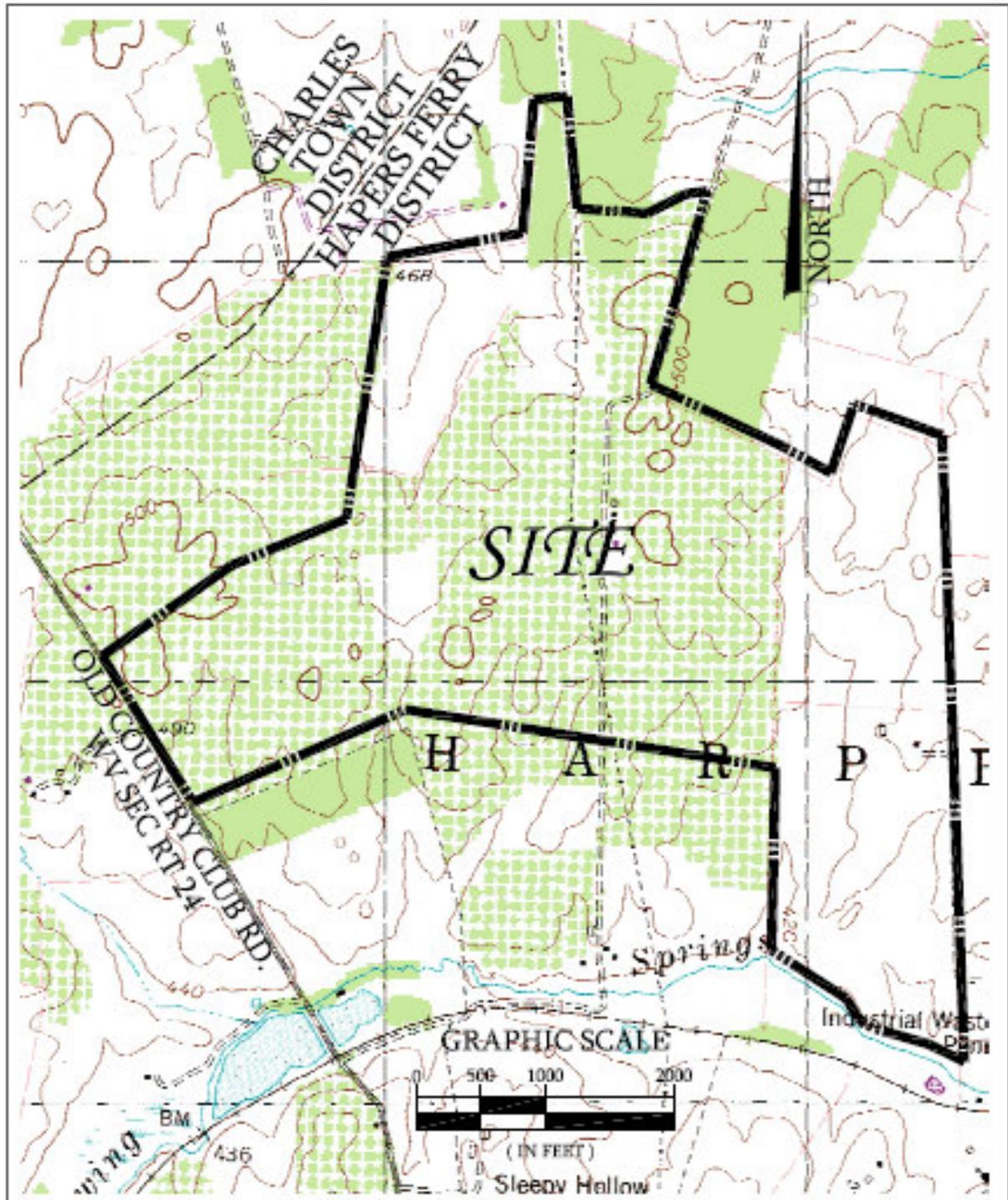
Showing connection of Breckenridge Way into Breckenridge East



Breckenridge Way  
Residue Lot A is the northern portion of Breckenridge East

Topography *Breckenridge East*

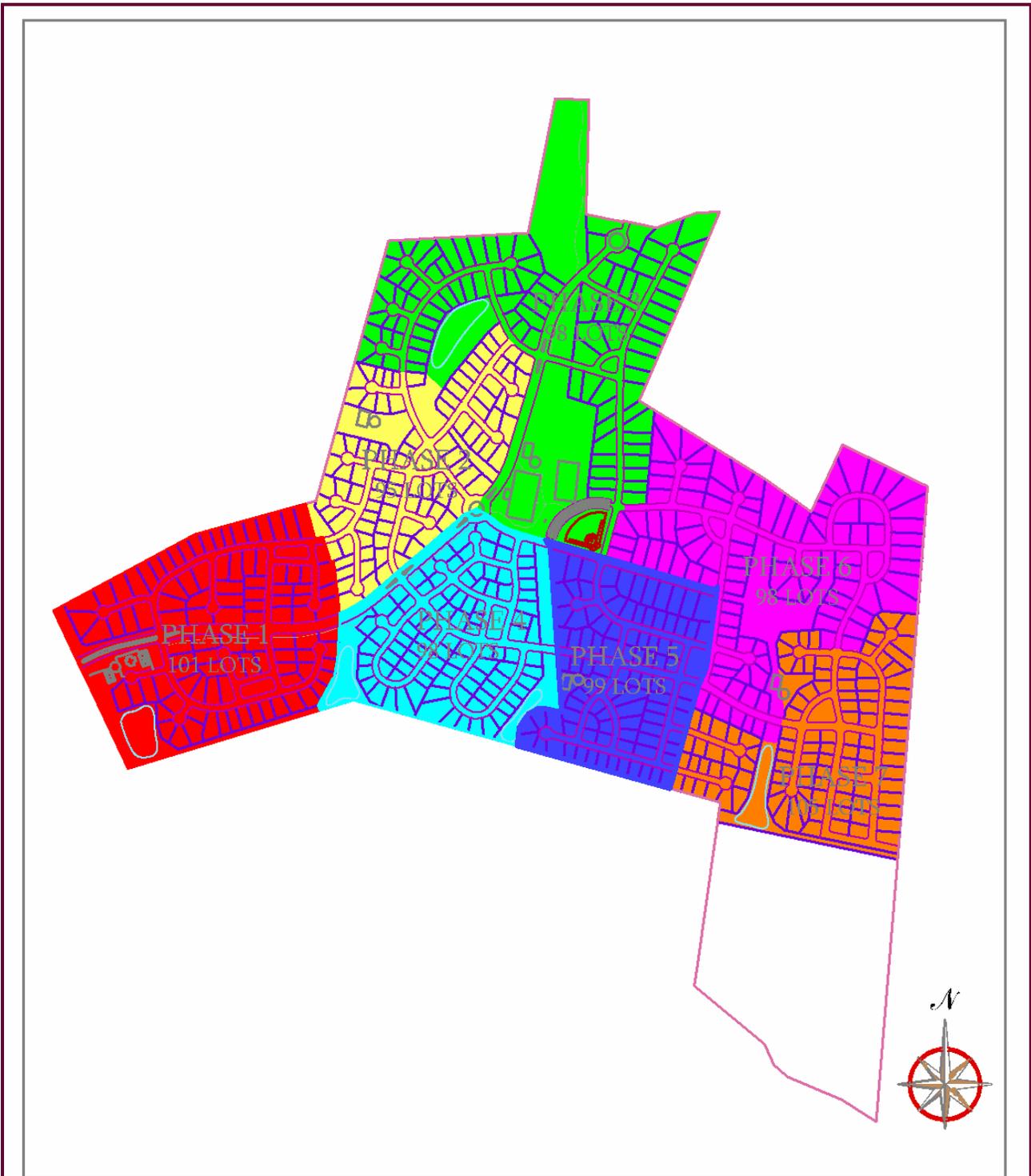
Exhibit B



DATE 10/08/07	TITLE TOPOGRAPHY EXHIBIT	SHEET NO. EXHIBIT B
PROJ. NO. 12750082	PROJECT BRECKENRIDGE EAST	

**Proposed Phases *Breckenridge East***

**Exhibit B 1**



**Dewberry**

Dewberry & Davis, LLC  
 401 S. FAIRFAX BOULEVARD, SUITE 3  
 RANSON, WV 25438-1611  
 PHONE: 304.725.4572  
 FAX: 304.725.6896  
 WWW.DEWBERRY.COM

DATE  
 07/16/07  
 PROJ. NO.  
 12750282

PHASING EXHIBIT  
 0 500 1000 2000

EXHIBIT NO.  
 1

PROJECT  
 BRECKENRIDGE

Existing conditions *Breckenridge East*

Exhibit B2

Photo



Existing Conditions, actual & proposed, showing development



**Dewberry**

Dewberry & Davis, LLC  
 401 S. FAIRFAX BOULEVARD, STE. 3  
 RANSON, WV 25438-1811  
 PHONE: 304.725.4572  
 FAX: 304.725.6995  
 WWW.DEWBERRY.COM

Date  
10/25/07

Proj. No.  
12750282

Not to scale

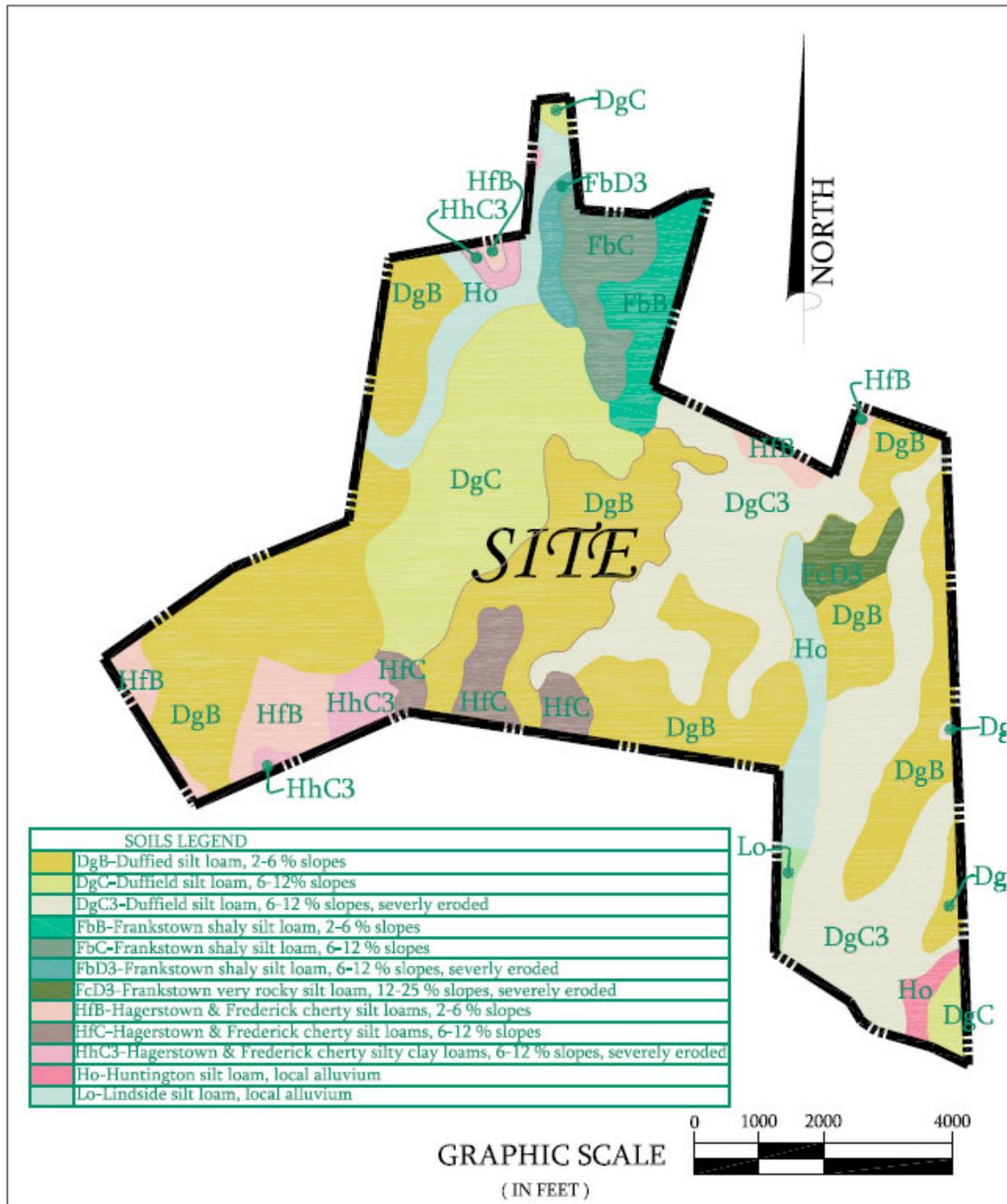
Exhibit  
B2

Project:  
Breckenridge East



Old Soils map & soils information *Breckenridge East*

Exhibit C

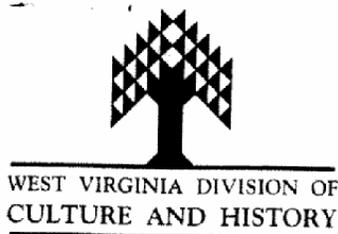


DATE 10/08/07	SCALE 1"=1000'	TITLE SOILS EXHIBIT	EXHIBIT C
PROJ. NO. 12750282	PROJECT BRECKENRIDGE EAST		

Letter from WVSHPO *Breckenridge East*

Exhibit D

Exhibit "D"



June 5, 2003

Mr. Jonathan Soule  
BC Partners, Inc.  
24024 Frederick Road  
Clarksburg, MD 20871

RE: Breckenridge  
LSA No.: 0064-22-00  
FR#: 03-469-JF-2

Dear Mr. Soule:

We have reviewed the above mentioned project to determine its effects to cultural resource and submit our comments.

Architectural Resources:

Thank you for submitting additional information regarding your project. We have determined that the proposed project will have no effect on any property eligible for or listed in the National Register of Historic Places. Therefore, no further consultation is necessary with this office regarding architectural resources.

Archaeological Resources:

We understand that no federal monies, permits, or licences are necessary for completion of your project and, as such, Section 106 of the National Historic Preservation Act of 1966 does not apply. As our maps indicate that no known archaeological resources are located within your parcel, state laws governing cultural resources also do not apply. In the event that either situation changes we ask that you contact this office for guidance.

We appreciate the opportunity to be of service. *If you have questions regarding our comments, please call Robin Fisher, Historian or me at (304) 558-0240.*

Sincerely,

Joanna Wilson  
Senior Archaeologist

JLW:rlf

BOOK 940 PAGE 00601

MAILED 9/11/2000 DONNA M  
MCMILLAN ESQ 1901  
RESEARCH BLVD #220  
ROCKVILLE MD

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****BRECKENRIDGE NORTH OWNERS ASSOCIATION**

THIS DECLARATION is made on this 7<sup>th</sup> day of September, 2000, by B.C. Partners, Inc., a Maryland corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of certain real property located in Jefferson County, West Virginia, described in Article II hereof, and desires to create and develop thereon a residential planned community with permanent common areas for the benefit of said community; and

**WHEREAS**, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and, to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

**WHEREAS**, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

**WHEREAS**, Declarant has formed (or intends to form) Breckenridge North Owners Association, Inc., as a non-profit corporation, without capital stock, under the laws of the State of West Virginia, for the purposes of carrying out the powers and duties aforesaid.

**NOW, THEREFORE**, Declarant hereby declares that the real property described in Article II hereof is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for the improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation.

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Definitions.** The following words, when used in this Declaration, shall have the following meanings:

- A. "Association" shall mean and refer to Breckenridge North Owners Association, Inc., and its successors and assigns.
- B. "Builder" shall mean and refer to any party who or which acquires a Lot from the Declarant for the purpose of constructing thereon a dwelling unit to be sold for residential purposes in the ordinary course of such party's business.
- C. "Common Areas" shall mean and refer to all real property owned or leased by the Association, or otherwise available to the Association, for the benefit, use and enjoyment of its Members, and shall include, as may be applicable, all private streets and roadways, recreational facilities,

stormwater management facilities and other amenities or facilities made available to or for the use of the Association by the Declarant.

D. "Declarant" shall mean and refer to B.C. Partners, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing to such successors and assigns.

E. "Lot" shall mean and refer to all subdivided parcels of land which are part of the Property and shown on any recorded subdivision plat of the Property, with the exception of the Common Areas.

F. "Member(s)" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which holds any class of membership in the Association.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

H. "Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made, pursuant to the provisions of Article II.

## **ARTICLE II** **PROPERTY ENCUMBERED**

**Section 2.1. Property Subject to Declaration.** The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Jefferson County, West Virginia, and is more particularly described on Exhibit "A" attached hereto and, by this reference, made a part hereof.

**Section 2.2. Additions.** Additional property may be annexed to the above-described property, by the Declarant, without the consent of the Class A Members of the Association, if any. This right to expand the Property shall expire ten (10) years from the date of the recording of this Declaration. After the expiration of the Declarant's right to annex additional property without membership approval as provided above, additional property, may be annexed to the above-described property only with the consent of two-thirds (2/3) of all of the then Members of the Association. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Jefferson County, West Virginia, which Supplementary Declaration shall extend the scheme of this Declaration of Covenants and Restrictions to such annexed property.

Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the written consent of the Declarant.

**Section 2.3. Deannexation.** The Declarant may deannex any property from the Property for a period of ten (10) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the Covenants and Restrictions of this Declaration, except for any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant, pursuant to this Declaration, which affect the deannexed property. Such deannexation shall be made by recording a Supplementary Declaration among the Land Records of Jefferson County, West Virginia, withdrawing the effect of the Covenants and Restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

The foregoing notwithstanding, no property may be deannexed if such property provides the only access to a Lot which is not itself being deannexed, unless and until an alternative access to such Lot has been provided and is either subject to this Declaration or publicly dedicated.

### **ARTICLE III MEMBERSHIP**

**Section 3.1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a Member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is, or is intended to be subject to assessment by the Association.

**Section 3.2. Voting Rights.** The Association shall have two (2) classes of voting membership, which shall be known as "Class A" and "Class B":

A. **Class A Membership.** Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, other than the Declarant, who or which is a record Owner of a fee interest in any Lot which is part of the Property described in Article II of the Declaration, or which otherwise becomes subject to the covenants set forth in the Declaration and to assessment by the Association, shall be a Class A Member of the Association, provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who or which holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Class A membership.

B. **Class B Membership.** The Class B Member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which shall obtain any Class B membership by specific assignment from the Declarant. The Class B Member shall initially have twenty-one (21) Class B memberships, which number is equal to the total number of lots which are currently approved for the project. This number shall be reduced for each Class A membership, other than a Builder, existing at any relevant time. If, at any time, the Declarant receives approval for a greater number of lots within the project than is permitted at the time the Declaration is recorded, then the number of Class B memberships described above shall be increased by the number of additional lots approved. The Class B Member shall have three (3) votes for each Class B membership which it holds. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(1) when all of the Lots have been acquired by Class A Members and Declarant's right to annex additional property without Class A membership approval has lapsed, pursuant to Article II, Section 2.2 hereof; or

(2) ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium, or any other cause or event beyond the Declarant's

control, the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

**ARTICLE IV**  
**PROPERTY RIGHTS**

**Section 4.1. Member's Right of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to, and shall pass with, the fee title to every Lot, subject to the following:

- A. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and, in aid thereof, to mortgage the Common Areas with the consent of a majority of the Members, including the Declarant; and
- B. The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and
- C. The right of the Association to adopt reasonable rules respecting use of the Common Areas, including the private streets thereon, and the use of any facilities which are developed upon the Property; and
- D. The right of the Association to suspend the voting rights and the rights to use the Common Areas for any period during which any assessment remains unpaid; and
- E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration; and
- F. The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, cable television franchisee, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas; and
- G. The right of Declarant (and its sales agents and representatives) and any Builder to whom Declarant gives permission, to the non-exclusive use of the Common Areas for display and exhibit purposes, which rights Declarant hereby reserves; provided, however, that such use shall not be for a period of more than ten (10) years after the conveyance of the Common Areas to the Association, or the sale of all residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant, a Builder or its sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Areas; and
- H. The right of the Declarant to adjust the boundary lines of the Lots and of the Common Areas if required by any public or municipal agency, authority or utility during the subdivision approval process for the community and to convey, dedicate or transfer all or any part of the Common Areas acting as attorney-in-fact for the Association pursuant to the Power of Attorney reserved unto Declarant in the deed conveying such Common Areas to the Association.

**Section 4.2. Member's Ingress and Egress Easement.** Notwithstanding any statement contained in Section 4.1, if ingress or egress to any Lot is over the Common Areas, any conveyance or encumbrance of any such Common Areas shall be subject to an easement for ingress and egress benefitting such Lot Owner.

**Section 4.3. Delegation of Rights of Use.** Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas to the members of his family who reside permanently with him, and to his tenants and contract purchasers, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

**Section 4.4. Parking Rules .** In addition to those provisions set forth in Article IX, Section 9.6 hereof, the Board of Directors of the Association shall be entitled to establish supplemental rules concerning parking on any portion of the Common Areas, including private streets, and on the Lots, including, without limitation, reasonable fines and provisions for involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

**Section 4.5. Limitations .**

A. Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any Member of the Association to use the private streets for both vehicular and pedestrian ingress and egress to and from his Lot.

B. Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend any easement over the Common Areas for stormwater drainage, electrical energy, water, sanitary sewer, natural gas, cable television service, telephone service or similar utilities and services to the Lots.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 5.1. General Maintenance Assessment.** Except as the assessments of the Declarant and any Builder are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which becomes a fee owner of a Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, a quarterly sum (herein elsewhere sometimes referred to as a "general assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet one quarter of its annual expenses, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Common Areas and the services furnished to or in connection with the Common Areas, and charges by the Association for any services furnished by it and the cost of maintaining, replacing and repairing the private streets within the Common Areas, in whole or in part, including, and without limitation, snow removal, sweeping and washing; and

B. The cost of necessary management and administration of the Common Areas, including fees paid to any management agent; and

C. The amount of all taxes and assessments levied against the Association or upon the Association's Common Areas; and

D. The cost of fire and extended liability insurance on the Common Areas, and the cost of such other insurance as the Association may effect; and

BOOK 940 PAGE 00606

E. The cost of utilities and other services, which may be provided by the Association for the Common Areas or for the Property; and

F. The cost of maintaining, replacing, repairing, inspecting, operating, reconstructing and landscaping the Common Areas and any amenities or facilities thereon, including, but not limited to, street trees, street lights, entrance features, decorative fencing for the community, if any, and sidewalks, if any, (excluding snow and ice removal); and

G. The cost of funding those reserves established by the Board of Directors of the Association.

The Board of Directors shall determine the amount of the general assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, semi-annual, or annual basis, rather than on the quarterly basis hereinabove provided. Any Class A Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

Notwithstanding anything to the contrary set forth herein, it is hereby provided that the average annual expense liability of each Lot which is restricted to residential use, which includes all Lots subject to the Declaration, shall not exceed Five Hundred Thirty Two Dollars (\$532.00) per Lot as the same shall, accounting from 1996, be adjusted pursuant to Section 1-114 of Chapter 36B of the West Virginia Code, being the Uniform Common Interest Ownership Act, plus such Lot's proportionate share of any insurance premiums paid by the Association and any optional use fees chargeable to such Lot. Such sum, exclusive of the insurance premiums and optional use fees, represents the sum of Three Hundred Dollars (\$300.00) adjusted pursuant to Section 1-114 of Chapter 36B of the West Virginia Code from 1979 through 1996, the last year on which a ten percent (10%) increase occurred.

The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Areas and the improvements to be maintained by the Association. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the general assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the general assessment shall, thereupon, be sent to the Members. The omission by the Board of Directors before the expiration of any assessment period to fix the amount of the general assessment hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed. No Member may exempt himself from liability for assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas.

Except as may be specifically provided for herein, or in each Supplementary Declaration recorded hereafter, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances, and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and facilities serving the community. The owner of any Lot shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

**Section 5.2. Special Maintenance Assessments.** In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of, the Common Areas, including the necessary fixtures and personal property related thereto, inordinate maintenance (including snow removal), repair or replacement of the private streets that are a part of the Common Areas, or for such other purpose as the Board of Directors may consider appropriate.

**Section 5.3. Reserves for Replacements.** The Association shall establish and maintain a reserve fund for replacement of the Common Areas, including the private streets and the entrance monument, if any (collectively, the "Common Amenities") by the allocation, and payment annually 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 with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested.

The reserve for replacement of the Common Amenities may be expended only for the purpose of effecting the replacement of the Common Amenities, major repairs, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature, relating to the Common Amenities, and for such exterior maintenance of the Lots as may be provided for herein. The Association may establish such other reserves for such other purposes as the Board of Directors may, from time to time, consider necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated, from the Lot to which it appertains.

#### **ARTICLE VI PAYMENT OF MAINTENANCE ASSESSMENTS**

**Section 6.1. Non-Payment of Assessments.** Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner(s), his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of West Virginia, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Member in the manner now or hereafter provided for by law, in which event interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Article is commenced with respect to any Lot in the Property, then the Owner of such Lot, upon resolution of the Board of Directors, may be required to pay a reasonable rental for the dwelling unit located thereon, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Board of Directors may post a list of Members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof which

becomes delinquent, in any prominent location upon the Property.

**Section 6.2. Assessment Certificates.** The Association shall, upon request, at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate, in writing, signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

**Section 6.3. Acceleration of Installments.** Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said annual assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full.

**Section 6.4. Priority of Lien.** The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges, of whatever nature, except the following:

A. General and special assessments for ad valorem real estate taxes on the Lot;

and

B. The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration, or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received, and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, or installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Such sale, foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession, or the purchaser at any foreclosure sale, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessments, which lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

**Section 6.5. Additional Default.** Any recorded first mortgage secured on a Lot in the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 6.4 shall not be altered, modified or diminished by reason of such failure.

**Section 6.6. Commencement of Annual Assessments.** Except as may be otherwise resolved by the Board of Directors of the Association, the annual assessments for each Lot shall commence on the date a deed for the Lot is delivered by the Declarant or a Builder to a non-Builder Member. A pro rata payment for the quarterly installment of such annual assessment shall be made for the balance of the quarter during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as hereinafter provided, the annual assessment for any Lot for any year after the first year shall become due and payable and a lien on the first day of each successive year.

**Section 6.7. Assessment of Declarant and Builder.** The Declarant and the Builder shall not pay any assessments for Lots owned by the Declarant and the Builder. In lieu of paying the general maintenance assessments provided herein, the Declarant and the Builder each shall pay to the Association, upon conveyance of the Lot to the Builder from the Declarant, a sum equal to One Hundred Dollars (\$100.00) per Lot.

**Section 6.8. Exempt Property.** No portion of the Common Area shall be subject to assessment of any kind by the Association.

**Section 6.9. Working Capital Fund.** At the time of the first conveyance of each Lot to an Owner other than a Builder, each such Owner shall pay to the Association a non-refundable contribution to the Association's Working Capital Fund in an amount equal to Two Hundred Dollars (\$200.00). This payment shall be in addition to, and shall not be credited toward, the general assessment due from each Owner. The Working Capital Fund shall be used by the Association to assist in defraying its initial and ongoing operating expenses.

#### **ARTICLE VII** **ARCHITECTURAL CONTROL - USE RESTRICTIONS**

**Section 7.1. Covenants Committee.** Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant or a Builder; and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures (including, but not limited to, any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, decks, porches, or driveways) shall be commenced, directed, placed, moved, altered, installed, erected, attached, applied, pasted, hinged, screwed, built, removed, constructed or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon or upon any Common Areas be made, nor shall two (2) or more dwellings be combined or otherwise joined, or partitioned after combination, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Covenants Committee (sometimes hereinafter referred to as the "Committee") shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by, the Board of Directors of the Association or by a Covenants Committee appointed by the Board of Directors.

All of the responsibilities and duties herein delegated to the Covenants Committee shall be carried out by the Board of Directors of the Association, unless and until the Board appoints such a Committee. References hereinafter to the Covenants Committee shall apply with equal force to the Board of Directors acting in the capacity of such a Committee.

The Declarant and any Builder are hereby specifically exempt from all provisions of this Article VII.

**Section 7.2. Covenants Committee - Operation.** The Board of Directors may appoint a Covenants Committee. The Covenants Committee shall be composed of three (3) or more natural

persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Covenants Committee shall be required in order to adopt or promulgate any covenants or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Said Committee may, from time to time, delegate its ministerial and policing functions to the managing agent.

**Section 7.3. Approvals, etc.** Upon approval by the Covenants Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Covenants Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenants Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, safety, or other qualities of the item being reviewed, nor shall it in any way relieve the Owner of the Owner's obligation to secure necessary approvals or permits from relevant governmental authorities. The Board of Directors or the Covenants Committee shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed Fifty Dollars (\$50.00). Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost and expense.

**Section 7.4. Limitations.** Construction or alterations in accordance with plans and specifications approved by the Covenants Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 7.3), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall, again, be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent, in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

**Section 7.5. Certificate of Compliance.** Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Covenants Committee in accordance with the provisions of this Article, the Covenants Committee shall, at the request of the Owners thereof, issue a certificate of compliance, which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

**Section 7.6. Rules and Regulations, Etc.** The Covenants Committee may, from time to time, adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be suitable for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Covenants Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provision of this Article. The decision

of the Covenants Committee shall be final, except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal said decision of the Covenants Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association as hereinafter provided.

**Section 7.7. Appeals.** Any Member dissatisfied with a decision of the Covenants Committee may, within fifteen (15) days after the rendering of such decision, make an appeal thereof to the Board of Directors. Not less than fifteen (15), nor more than sixty (60), days after the noting of such appeal, the Board of Directors shall conduct a hearing thereon. Within fifteen (15) days of such hearing, the Board of Directors may affirm, reverse, modify or remand the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the Covenants Committee. The Board of Directors is hereby authorized and empowered to promulgate reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors itself acts in the capacity of the Covenants Committee, no such right of appeal will lie and the decision of the Covenants Committee will be final.

**Section 7.8. Prohibited Uses and Nuisances.** Except for the activities of the Declarant and any Builder during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Covenants Committee on an individual or general policy basis, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:

A. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, or light, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and is hereby, prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of a reasonable number of horses (within Lots which contain three (3) or more acres), dogs, cats or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenants Committee shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from, time to time, be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are ridden, carried or leashed. Each Member who walks or rides a pet on the Common Areas is required to clean up any and all solid waste deposited by their pet within that area. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may, from time to time, consider necessary or appropriate.

C. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

D. Except as hereinelsewhere provided, no house trailer, motor home, camper, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property without the approval

of the Covenants Committee, and subject to such fencing, landscaping and other screening as may be required by the Covenants Committee as a condition of such approval. Any such approved vehicles must be kept in rear yard areas only and no further forward than the rear boundary line of the improvements on any Lot. No junk vehicles shall be permitted anywhere within the Property (including streets, driveways, Lots and on Lot parking spaces) nor (except in bona fide emergencies) shall the extraordinary repair or maintenance of automobiles or other vehicles be carried out thereon. The Covenants Committee may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable.

E. Trash and garbage containers shall not be permitted to remain in public view, except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

F. No Lot shall be divided or subdivided, and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this sub-section shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

G. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

H. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Board of Directors. The Board of Directors may, from time to time, adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

J. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time, without the prior written consent of the Covenants Committee. In addition, any structure which is constructed upon a Lot shall be constructed at least forty feet (40') from the dwelling on any adjoining Lot.

K. Except for entrance signs, directional signs, private security system signage affixed to the exterior of a dwelling and not exceeding eight and one-half inches by eleven inches (8 ½" x 11"), signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where an office is maintained, and provided, further, that one (1) temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling.

L. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

M. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicle traffic on streets and roadways.

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N. No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aeriels or antennae may be erected and maintained within the dwellings located upon the Property. No satellite dishes shall be permitted unless first approved by the Board of Directors, subject to guidelines established by the Board of Directors, from time to time, restricting such criteria as size, location and screening.

O. No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific prior written approval of the Covenants Committee, such approval if given, to be only for use on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P. No all terrain vehicles ("ATVs"), off-road motorcycles or off-road motor vehicles of any kind shall be allowed on any of the Common Areas, other than the private streets and roadways.

**Section 7.9. Residential Use.** All primary dwellings on the Lots shall be used for private residential purposes exclusively, except that a home office may be maintained in a dwelling, provided that (a) such office is registered with the Board of Directors, (b) such maintenance and use is limited to the person actually residing in the dwelling, with no more than one (1) customer or client at a time visiting the home office, (c) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation, and (d) no materials for the business are stored outside the dwelling. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or the Builder from the use of any Lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

**Section 7.10. Leasing.** Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject, in all respects, to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and a copy thereof shall be filed with the Association's Board of Directors.

**Section 7.11. Fences and Mailboxes.** Any fence or mailbox constructed upon the Property shall be substantially similar in design, dimension and material to the fences or mailboxes installed by Declarant or a Builder, if any, as a part of original construction, and the general location of the fence or mailbox shall otherwise be approved by the Covenants Committee. **Chain link and other wire fencing is specifically prohibited.** The erection of all fences and mailboxes shall be subject to the provisions of Section 7.1. Any fences or mailboxes installed by the Declarant or a Builder on a Lot shall be the property of the Owner of the Lot upon the conveyance of the Lot to such Owner and shall be maintained, repaired or replaced, as necessary, by the Owner and not by the Association.

**Section 7.12. Community Rules, Etc.** There shall be no violation of any rules for the use of the Common Areas or community rules and regulations not consistent with the provisions of this Declaration which may, from time to time, be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

**Section 7.13. Reconstruction After Fire or Other Casualty Loss.** In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the Owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications, or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such Owner.

**Section 7.14. Enforcement - Right to Remove or Correct Violations.** In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, and without the approval of the Board of Directors or the Covenants Committee required herein, and, upon written notice from the Board of Directors or such Committee, then the same shall be considered to have been undertaken in violation of this Article, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days (or shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or Covenants Committee) either to take such action as is provided in Section 11.4 hereof and/or to enter upon such Lot and take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof and reasonable attorneys' fees incurred thereby may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or Committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 7.15. Enforcement - Fines.** In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the By-Laws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

A. The Board of Directors, or a duly appointed Covenants Committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the By-Laws, Articles of Incorporation or the rules and regulations of the Association regarding the use of the dwelling units, Lots, Common Areas, or other Association Property are being, or have been, violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause, it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-five Dollars (\$25.00) for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging, in writing, that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation.

B. If a hearing is timely requested, the Board of Directors shall hold the same and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors or Covenants Committee may produce. Any party at the hearing may be represented by counsel.

C. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

D. A fine pursuant to this Section 7.15 shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall, however, be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.

E. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

#### **ARTICLE VIII** **MANAGEMENT**

**Section 8.1. Management Agent.** The Board of Directors may, but shall not be required to, employ for the Association a professional management agent or manager at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall, from time to time, authorize in writing. The management agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

A. To establish (with the approval of the Board of Directors of the Association) and provide for the collection of the general assessment and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefor, in a manner consistent with law and the provisions of this Declaration; and

B. To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas, including the private streets and roadways thereon and the bio-retention areas located within and serving the individual Lots; and

C. To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas, including the private streets and roadways thereon; and

D. To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

**Section 8.2. Limitation of Liability.** The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas, including the private streets and roadways thereon. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, including the private streets and roadways thereon, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

**Section 8.3. Self-Management.** The Board of Directors may elect to self manage the Association instead of retaining for the Association a management agent as set forth above.

**ARTICLE IX  
EASEMENTS**

**Section 9.1. Reservation of Easement Rights by the Declarant.**

A. The Declarant hereby reserves to itself, its successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Common Areas, including the private streets and roadways thereon, for the purpose of the storage of building supplies and materials, and in, through, over and across the Common Areas, including the private streets and roadways thereon, and Lots for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the achievement of uniform grading on adjoining Lots, the furnishing of required warranty services and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas and to each Member with respect to a Lot shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments.

B. The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Common Areas, including the private streets and roadways thereon, to any and all governmental or quasi-governmental authorities and to any and all public utilities, including, without limitation, Jefferson County, West Virginia, Allegheny Power, Bell Atlantic and \_\_\_\_\_ Gas.

**Section 9.2. Easement for the Installation and Maintenance of Entranceway Monuments.**

There shall be reserved to the Declarant a perpetual easement for the construction of entrance monuments for the community to be located on the Common Areas and/or on a Lot or Lots to be designated by the Declarant. There shall be reserved to the Association a perpetual easement for the maintenance, repair, and use of any such monument constructed by the Declarant on a Lot or Lots, if any.

**Section 9.3. Easements for Utilities and Related Purposes.** The Association is authorized and empowered to grant (and shall, from time to time, grant) such other licenses, easements and rights-of-way over the Common Areas, including the private streets and roadways thereon, for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains and pipes, cables, underground conduits, and such other purposes related to the provisions of utility and cable television services, to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and for the preservation of the health, safety, convenience and welfare of the Owners of the Lots or the Declarant.

**Section 9.4. Existing Utilities.** The rights and duties with respect to previously installed sanitary sewer and water, storm drains and pipes, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

A. Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon, or have a utility company enter upon, any portion of the Property in which said installation lies, to repair, replace and generally maintain said installations.

B. The right granted in sub-paragraph A above, shall be only to the extent necessary to entitle the Owner or Association served by said installation to its full and reasonable use and

enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

**Section 9.5. Easement for Original Construction.** With respect to any step, patio, deck, downspout, driveway or yard drain, or other similar structure that may benefit any Lot and is constructed by the Declarant or a Builder and which may encroach upon any portion of the Common Areas or adjoining Lot, there is hereby reserved for the benefit of the Lot for which step, patio, deck, downspout, driveway, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Areas or adjoining Lot, but only to the extent the Declarant's or Builder's original construction thereof encroaches within the Common Areas or adjoining Lot. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association or adjoining Owner, as applicable, harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

**Section 9.6. Ingress, Egress, Parking and Sidewalk Easements.** Except as otherwise restricted in this Section 9.6, there is hereby established for the benefit of the Owners of the Lots a perpetual and non-exclusive easement and right-of-way for pedestrian and vehicular ingress, egress and regress in, through, over and across any and all private streets, and for pedestrian ingress, egress and regress in, through, over and across the sidewalks constructed upon the Common Areas or the Lots, if any. Owners are hereby granted a non-exclusive easement and right-of-way for pedestrian ingress, egress and regress and parking on that portion of the Common Areas in front of that Owner's Lot between the Lot line and the private street. Notwithstanding the foregoing, no Owner or their guests or invitees may park within such Common Areas in front of another Owner's Lot without that Owner's permission. Owners shall be responsible for damages to any portion of the Common Areas caused by such parking or otherwise. Any grant of a Lot made by the Declarant shall be conclusively deemed to incorporate this easement and right-of-way, whether or not specifically set forth in such grant. At the request in writing of either the Declarant or the Association, the Owner of any Lot shall, from time to time, execute, acknowledge and deliver such other and further assurances of this easement and right-of-way as may be necessary.

#### **ARTICLE X MAINTENANCE**

**Section 10.1. Duty to Maintain Lots.** Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Additionally, each Owner shall be required to maintain that portion of the Common Area between the front lot line of such Owner's Lot and the private street adjacent thereto. This area shall, however, remain at all times the property of the Association and the Owners are prohibited from landscaping or placing other items of any sort within this area. In the event that an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the By-Laws, or that portion of the Common Areas as described in the preceding sentences of this Section, the Board of Directors may appoint someone to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot or Common Areas and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect

such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

**Section 10.2. Common Area Maintenance.** Except as otherwise expressly set forth herein, the Association shall be responsible for the maintenance of all Common Areas.

#### **ARTICLE XI GENERAL PROVISIONS**

**Section 11.1. Amendment.** This Declaration may be amended only with the consent of a majority of the Members of the Association. If Class B membership has not lapsed, Declarant must also consent to any amendment. Such an amendment shall be recorded among the Land Records for Jefferson County, West Virginia. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

**Section 11.2. Amendments by Declarant.** Notwithstanding the foregoing, this Declaration may be amended by the Declarant without the vote of the Members, at any time provided that such amendment is solely for the purpose of causing the Declaration to conform to the requirements of VA, FHA, FNMA, FHLMC or of Jefferson County, West Virginia, the State of West Virginia or any other state or local governmental agency.

**Section 11.3. Duration.** Unless amended in accordance with the provisions of Sections 11.1 and 11.2 and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each unless prior to the end of any such period at least two-thirds (2/3) of the Members affirmatively vote to terminate the Declaration.

**Section 11.4. Construction and Enforcement.** The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenants or restrictions, either to restrain or enjoin such violation, to remove such violation or to cover damages, or all of the foregoing, and against any Lot to enforce the lien created hereby, all at the cost, including court costs and reasonable attorneys' fees, of the Owner in violation; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner or any mortgagee of any Lot which becomes subject to the provisions hereof.

There shall be, and there is hereby, created and declared to be a conclusive presumption that any violation, breach or attempted violation or breach of any of the within Covenants or Restrictions cannot be adequately remedied by action at law or exclusively by the recovery of damages.

**Section 11.5. Successors of Declarant.** Any and all rights, reservations, easements, interests,

exemptions, privileges and powers, or any part of them, of the Declarant hereunder may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

**Section 11.6. Incorporation by Reference on Resale.** In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

**Section 11.7. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 11.8. No Dedication to Public Use.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or community facility by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

**Section 11.9. Severability.** Invalidation of any one of these Covenants or Restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

**Section 11.10. Taxes and Assessments.** It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Areas is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Areas shall be included in the assessment for each such Lot and, as a result, any assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

**Section 11.11. Captions and Gender.** The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

**Section 11.12. Uniform Common Interest Ownership Act.** The provisions of this Declaration, and of the planned community created hereby, are exempt from the application of the Uniform Common Interest Ownership Act pursuant to the provisions of Section 1-203 thereof.

**IN WITNESS WHEREOF**, the Declarant has caused this Declaration to be executed the day first above written.

**\*\* Signature Page Follows \*\***

BOOK 940 PAGE 00620

B.C. Partners, Inc.

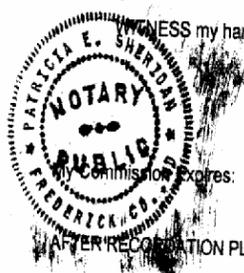
BY:

*[Handwritten Signature]* (SEAL)

William D. Pleasants, Jr.  
President

STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I HEREBY CERTIFY that on the 7<sup>th</sup> day of September, 2000, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared William D. Pleasants, Jr., who acknowledged himself to be the President of B.C. Partners, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized principal of said company by himself as the President thereof.



WITNESS my hand and notarial seal the year and day first above written.

NOTARY PUBLIC

*[Handwritten Signature]*

AFTER RECORDATION PLEASE RETURN TO:

Donna M. McMillan, Esq.  
Samek & McMillan, P.C.  
1901 Research Boulevard, Suite 220  
Rockville, Maryland 20850  
(301) 251-1180

BOOK 940 PAGE 00621

Exhibit A

That certain real property situate in the Charles Town Magisterial District, Jefferson County, West Virginia, described as Lots numbered 1 through and including 21, that 60' right of way described as "Breckenridge Way", (expressly including Merger Parcel C and Merger Parcel D), and that 50' right of way described as "Equestrian Circle", all in the subdivision known as "Breckenridge North" as the same are shown and described on a plat made by Appalachian Surveys, Inc., dated June 1999, entitled "Final Plat Showing Lots 1-22, Breckenridge North", and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 17, at page 60, as such Plat has heretofore and may hereinafter be amended from time to time, including but not limited to that Plat of Survey Showing Merger Parcels of Lots 18 & 19, Breckenridge North, recorded among the aforesaid Office of the Clerk.

F:\DOCUMENT\CLIENTS\Crescent\Dev\Breckenridge\ExhibitAtoDeclaration.wpd

JEFFERSON COUNTY, WV  
FILED  
September 08, 2000 11:01:10

JOHN E. DTT  
COUNTY CLERK  
TRANSACTION NO: 2000017877

BOOK OF DEEDS  
Book: 00940 Page: 00601



BOOK 954 PAGE 00601

MAILED 12/3/2001 SAMEK  
MCMILLAN & METRO 1901  
RESEARCH BLVD #220  
ROCKVILLE MD

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BRECKENRIDGE NORTH OWNERS ASSOCIATION**

THIS AMENDMENT TO DECLARATION is made and declared by B.C. Partners, Inc., a Maryland corporation, hereinafter referred to as "Declarant", as of this 28 day of November, 2001.

**WITNESSETH:**

WHEREAS, Declarant heretofore executed, acknowledged and caused to be recorded, a certain Declaration of Covenants, Conditions and Restrictions, Breckenridge North Owners Association, being dated September 7, 2000, and recorded in Book 00940, Page 00601, among the Book of Deeds of Jefferson County, West Virginia (as the same has been supplemented, the "Declaration"); and

WHEREAS, Declarant has submitted or intends to submit said Declaration, together with the By-Laws and the Articles of Incorporation, to the Federal Housing Administration for review and approval; and

WHEREAS, upon examination of such documents, it has been determined that the Federal Housing Administration will require certain amendments to the Declaration as a condition precedent to its approval thereof; and

WHEREAS, pursuant to the provisions of Article XI, Section 11.2 of said Declaration, Declarant has reserved unto itself the right to amend said Declaration, without the vote of the Members of the Association, provided such amendment is accomplished solely for the purpose of causing said Declaration to conform to the requirements of the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Jefferson County, West Virginia, the State of West Virginia or any other state or local governmental agency; and

WHEREAS, Declarant intends to effect such an amendment, without the vote of the Members, for the purpose of causing the Declaration to comply with the requirements of the Federal Housing Administration and executes and delivers the within document for such purpose.

NOW, THEREFORE, in consideration of the premises, and pursuant to the power and authority duly reserved unto it, Declarant hereby declares that the Declaration aforesaid shall be deemed amended in the following regards:

1. Article III, Section 3.2.B is hereby deleted and the following substituted in its place and stead:

B. **Class B Membership.** The Class B Member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which shall obtain any Class B membership by specific assignment from the Declarant. The Class B Member shall initially have twenty-one (21) Class B memberships, which number is equal to the total number of lots which are currently approved for the project. This number shall be reduced for each Class A membership, other than a Builder, existing at any relevant time. If, at any time, the Declarant receives approval for a greater number of lots within the project than is permitted at the time the Declaration is recorded, then the number of Class B memberships described above shall be increased by the number of additional lots approved. The Class B Member shall have three (3) votes for each Class B membership which it holds. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(1) within thirty (30) days following the date on which the number of votes of the Class A Members equals the number of votes of the Class B Members; or

(2) ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium, or any other cause or event beyond the Declarant's control, the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

2. Article IV, Section 4.1.A is hereby deleted and the following substituted in its place and stead:

A. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and, in aid thereof, to mortgage the Common

Areas with the consent of two thirds (2/3) of the Members, excluding the Declarant; and

3. Article IV, Section 4.1.E is hereby deleted and the following substituted in its place and stead:

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, with the consent of two thirds (2/3) of the Members, excluding the Declarant; and

4. Article VI, Section 6.5 is hereby deleted.

5. Article XI, Section 11.1 is hereby deleted and the following substituted in its place and stead:

**Section 11.1. Amendment.** This Declaration may be amended only with the consent of two thirds (2/3) of the Members of the Association. If Class B membership has not lapsed, Declarant must also consent to any amendment. Such an amendment shall be recorded among the Land Records for Jefferson County, West Virginia. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

6. Article XI is hereby amended by the addition of the following new Section 11.13:

**Section 11.13. Consent of VA and FHA.** Provided that any Lot in the project is then encumbered by a Deed of Trust or Mortgage which is guaranteed by the VA or the FHA, and provided further that there are then Class B Members of the Association outstanding, neither the Members, the Board of Directors or the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the VA or the FHA, as applicable:

A. Abandon, partition, subdivide, encumber or otherwise mortgage, sell or transfer any of the Common Areas; provided, however, that the granting of rights-of-way, easements and the like for public utilities and cable television or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

BOOK 954 PAGE 00604

- B. Annex additional property to the lien and effect of the Declaration; or
- C. Abandon or terminate this Declaration; or
- D. Modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association; and
- 7. Declarant hereby affirms the lien and effect of the Declaration as modified by this amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument the day and year first above written.

DECLARANT:

B.C. Partners, Inc.

By: [Signature] (SEAL)  
William D. Pleasants, Jr.  
(Vice) President

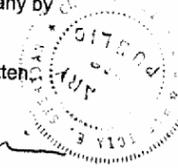
STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I HEREBY CERTIFY that on the 28 day of November, 2001, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared William D. Pleasants Jr, who acknowledged himself to be the (Vice) President of B.C. Partners, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized principal of said company by himself as the (Vice) President thereof.

WITNESS my hand and notarial seal the year and day first above written.

NOTARY PUBLIC

[Signature]



My Commission Expires: 4/1/04

After recording, please return to:

Samek, McMillan & Metro, P.C.  
1901 Research Boulevard, Suite 220  
Rockville, MD 20850  
(301) 251-1180

F:\DOCUMENTS\CLIENTS\CrescentDev\Breckenridge\AMENDEC.FH\Awrtd.wpd

JEFFERSON COUNTY, W.V.  
FILED  
November 30, 2001 13:59:36

JOHN E. OTT  
COUNTY CLERK  
TRANSACTION NO: 2001023314

BOOK OF DEEDS  
Book: 00954 Page: 00601



BOOK 954 PAGE 00312

MAILED 11/19/2001 HELEN M  
WHELAN SAMEK MCMILLAN &  
METRO PC 1901 RESEARCH BLVD  
#220 ROCKVILLE MD

**SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS**

**BRECKENRIDGE NORTH OWNERS ASSOCIATION**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS ("Supplementary Declaration") is made this 8 day of November, 2001, by B.C. Partners, Inc., a Maryland corporation, hereinafter referred to as the "Declarant".

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of certain real property, which has been subjected to a "Declaration of Covenants, Conditions and Restrictions, Breckenridge North Owners Association" made by Declarant, dated September 7, 2000, and recorded among the Land Records of Jefferson County, West Virginia on September 8, 2000 in Book 00940 at page 00601 (the "Declaration"); and

**WHEREAS**, the Declarant is the owner of certain real property located in Jefferson County, West Virginia, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Article II, Section 2.2 of the Declaration provides, as follows:

**"Section 2.2. Additions.** Additional property may be annexed to the above-described property, by the Declarant, without the consent of the Class A Members of the Association, if any. This right to expand the Property shall expire ten (10) years from the date of the recording of this Declaration. After the expiration of the Declarant's right to annex additional property without membership approval as provided above, additional property, may be annexed to the above-described property only with the consent of two-thirds (2/3) of all of the then Members of the Association. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Jefferson County, West Virginia, which Supplementary Declaration shall extend the scheme of this Declaration of Covenants and Restrictions to such annexed property.

Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the written consent of the Declarant."

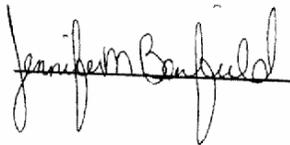
**WHEREAS**, the Declarant, pursuant to Article II, Section 2.2 of the Declaration, desires to annex the Property, so as to extend the scheme of the Declaration and subject the Property to the terms and conditions of the Declaration; and

**WHEREAS**, the Property is being annexed to the real property described in Exhibit "A", attached to the Original Declaration.

**NOW, THEREFORE**, the Declarant declares that the Property shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions, as set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

**IN WITNESS WHEREOF**, B.C. Partners, Inc. has caused this Supplementary Declaration to be executed on its behalf by its undersigned President, being thereunto duly authorized and empowered.

WITNESS:



B.C. PARTNERS, INC.

By:  (SEAL)  
William D. Pleasants, Jr., President

[JURATS FOLLOW]

BOOK 954 PAGE 00314

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 8 day of November, 2001, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared William D. Pleasants, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Supplementary Declaration, and acknowledged that he is the President of B.C. Partners, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as the President of B.C. Partners, Inc., and further acknowledged, in his capacity as the President of B.C. Partners, Inc., the same to be the free act and deed of B.C. Partners, Inc.



WITNESS my hand and Notarial Seal.

Debra S. McKenzie  
NOTARY PUBLIC  
Printed Name Debra S. McKenzie

Prepared by:  
AFTER RECORDING, PLEASE RETURN TO:

Helen M. Whelan, Esq.  
Samek, McMillan & Metro, P.C.  
1901 Research Boulevard, Suite 220  
Rockville, Maryland, 20850  
(301) 251-1180

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BOOK 954 PAGE 00315

EXHIBIT "A"

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

BRECKENRIDGE NORTH OWNERS ASSOCIATION

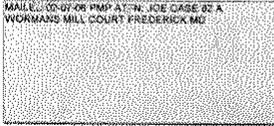
That certain real property situate in the Charles Town Magisterial District, Jefferson County, West Virginia, described as Lots numbered 23 through and including 45, in the subdivision known as "Breckenridge North" as the same are shown and described on a plat made by Appalachian Surveys, Inc., entitled "Final Plat Showing Lots 23-45, Lot "A" Residue, Breckenridge North", and recorded on June 18, 2001 in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 18, at page 75, as such Plat has heretofore and may hereinafter be amended from time to time.

JEFFERSON COUNTY, WV  
FILED  
November 16, 2001 16:34:31

JOHN E. OTT  
COUNTY CLERK  
TRANSACTION NO: 2001022476

BOOK OF DEEDS  
Book: 00954 Page: 00312





**AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**BRECKENRIDGE NORTH OWNERS ASSOCIATION**

**THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Amended Declaration") are made this 2 day of February, 2006, by the Breckenridge North Owners Association, a West Virginia nonprofit corporation, hereinafter referred to as "Breckenridge North Owners Association" or "BN Owners Association."

**WITNESSETH:**

**WHEREAS**, B.C. Partners, Inc., a Maryland Corporation, also known as "Declarant" as defined and set forth in the Original Bylaws and Declaration of Covenants, Conditions, and Restrictions of BN Owners Association did file a Second Supplementary Declaration of Covenants, Conditions, and Restrictions on November 19, 2003, a purpose of which was to annex certain additional real property to the "lien and effect of the Declaration with the Original Property", . . . and that the "Additional Property, and any Lots and Common Areas created therein, shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions, as set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Additional Property and be binding on all parties having any right, title or interest in the Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof."

**WHEREAS**, According to Article XI., Section 11.1, of the Declaration of Covenants, Conditions and Restrictions, as amended on November 28, 2001:

"This Declaration may be amended only with the consent of two thirds (2/3) of the Members of the Association. If Class B membership has not lapsed, Declarant must also consent to any amendment. Such an amendment shall be recorded among the Land Records for Jefferson County, West Virginia. Unless a later date is specified in any such instrument, any amendment shall become effective on the date of recording."

**WHEREAS**, According to Article III., Section 3.2.B, of the Declaration of Covenants, Conditions and Restrictions, as amended on November 28, 2001, Class B Membership lapses and becomes a nullity upon the *first* to happen of the following events:

- "(1) within thirty (30) days following the date on which the number of votes of the Class A Members equals the number of votes of the Class B Members; or
- (2) ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium, or any other cause or event beyond the Declarant's control, the aforesaid ten (10) year period shall be

extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

WHEREAS, the number of Class A Members has exceeded and continues to exceed the number of votes of the Class B Members, the Class B Membership has lapsed and

“Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.”

WHEREAS, Article VII, Section 7.8. ~~Prohibited Uses and Nuisances~~, of the Declaration of Covenants, Conditions and Restrictions, explicitly prohibits house trailers, motor homes, campers, vehicles with commercial lettering and signs, etc, from being kept upon the Property without the approval of the Covenants Committee, and subject to such fencing, landscaping and other screening as may be required by the Covenants Committee as a condition of such approval, and requires that any such approved vehicles be kept in rear yards only and no further forward than the rear boundary line of any improvements on any lot; and WHEREAS, upon consideration of views expressed by some homeowners in the association, at least two-thirds (2/3) of the members of the BN Owners Association voted to amend Article VII, Section 7.8, to add the following exceptions to the prohibited uses as follows:

**Section 7.8. Prohibited Uses and Nuisances.** Except as herein elsewhere provided, no house trailer, motor home, camper, vehicles with commercial lettering and signs (not including vehicles of a government agency *or vehicles with commercial lettering with a Gross Vehicular Weight Rating (GVWR) lower than 10,000 pounds, per the registration, and provided further that such vehicles display current license plates and be operable*), boat or other similar machinery or equipment of any kind or character from being kept upon the Property without the approval of the Covenants Committee, and subject to such fencing, landscaping and other screening as may be required by the Covenants Committee as a condition of such approval, and requires that any such approved vehicles be kept in rear yards only and no further forward than the rear boundary line of any improvements on any lot (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property without the approval of the Covenants Committee, and subject to such fencing, landscaping and other screening as may be required by the Covenants Committee as a condition of such approval. Any such approved vehicles be kept in rear yards only and no further forward than the rear boundary line of any improvements on any Lot. *Provided, however, that because it is understood that vehicles of this nature occasionally require upkeep and routine maintenance, nothing in this Section shall*

*prohibit a Lot owner from short term (no more than seven (7) days) placement of these vehicles in their driveway for the purposes of trip preparation, clean-up, upkeep, and routine maintenance (but no more than a total of thirty (30) calendar days in any given calendar year) without obtaining preapproval from the Covenants Committee. Provided further that visitors with a trailer or camper are permitted to park in a Lot owner's driveway for no longer than thirty (30) days per any given calendar year (thirty (30) days combined total for any and all visitors). Anything above that requires the prior approval of the Covenants Committee. No person or persons may occupy the vehicle during the time it is parked on a Lot owner's property. No junk vehicles shall be permitted anywhere within the Property (including streets, driveways, Lots and on Lot parking spaces) nor (except in bona fide emergencies) shall the extraordinary repair or maintenance of automobiles or other vehicles be carried out thereon. The Covenants Committee may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable.*

**WHEREAS, Article VII, Section 7.8.K. Prohibited Uses and Nuisances**, of the Declaration of Covenants, Conditions and Restrictions, explicitly prohibits homeowners from placing political candidate signs and election issues signs on their property; and WHEREAS, some members of the BN Owners Association believed that this prohibition infringed on their free speech rights; and WHEREAS some members of the BN Owners Association believe that Lot Owners should be allowed to place candidate and election issue signs on their property, subject to certain limitations, Article VII, Section 7.8.K., at least two-thirds (2/3) of the members of the BN Owners Association voted to amend Article VII, Section 7.8.K., by adding the following sentence to the end of the section:

*Notwithstanding the foregoing, nothing herein shall prohibit a Member from displaying upon his Lot (i) a "candidate sign", or (ii) a sign that advertises the support or defeat of any question submitted to the voters in accordance with local, State, or Federal election laws. A "candidate sign" means a sign on behalf of a candidate for public office or a state of candidates for public office. Any such signs shall not be placed on the lot more than 30 days prior to the election and shall be removed from the lot within seven (7) days following the close of the election. Provided further that any such signs shall not exceed three (3) feet by three (3) feet, and that no lot shall have more than five (5) signs total at any given time.*

**WHEREAS, Article X, Section 10.1. Duty to Maintain Lots** of the Declaration of Covenants, Conditions and Restrictions, explicitly states that "each Owner shall be required to maintain that portion of the Common Area between the front lot line of such Owner's Lot and the private street adjacent thereto. *This area shall, however, remain at all times the property of the Association and the Owners are prohibited from landscaping or placing other items of any sort within this area;*" and WHEREAS many members of the BN Owners Association believe that landscaping and other improvements near the ends of the driveways improve the look of the neighborhood, at least two-thirds (2/3) of the members of the BN Owners Association voted to amend the above sentence in italics as follows:

*This area shall, however, remain at all times the property of the Association and, although the Owners may landscape or make other improvements upon that common property at their own expense, if the Association or any other person, company, or other entity requires access to that common property and the rights of way granted in the Covenants to certain third parties, such Owners are responsible for removing any improvements at their own expense and all third parties that have legal access to that property are hereby held harmless for any resulting damage to Owner-installed improvements and landscaping or for the costs of replacing such improvements or landscaping.*

IN WITNESS WHEREOF, the Breckenridge North Owners Association has caused this Amendment to the Declaration of Covenants, Conditions, and Restrictions to be executed on its behalf by its undersigned President, being there unto duly authorized and empowered.

WITNESS:

*J.E. Case*  
JOSEPH E. CASE

BRECKENRIDGE NORTH OWNERS ASSOCIATION:

BY: *Patrick Masters*  
President, Patrick Masters

STATE OF WEST VIRGINIA, JEFFERSON COUNTY, to wit:

I HEREBY CERTIFY that on this 20 day of February, 2006, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Patrick E. Masters, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Amended Declaration, and acknowledged that he is the President of the Breckenridge North Owners Association, and that he, being authorized to do so by an affirmative vote by two-thirds of the Association's members, executed the same, for the purposes therein contained, by signing his name as the President of the Breckenridge North Owners Association, and further acknowledged, in his capacity as the President of the Breckenridge North Owners Association, the same to be the free act and deed of the Breckenridge North Owners Association.

WITNESS my hand and Notarial Seal

*Clara K. Carroll*  
NOTARY PUBLIC

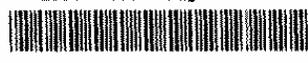
My Commission expires:  
February 18, 2012

Printed Name Clara K. Carroll



Prepared by: Joseph E. Case

JEFFERSON COUNTY, WV  
FILED  
February 09, 2006 10:28:09  
JENNIFER S. MAGNAN  
COUNTY CLERK  
TRANSACTION NO: 2006002217  
BOOK OF DEEDS  
Book: 1019 Page: 00358



BOOK 982 PAGE 00293

MAILED 11/20/2003 B C  
PARTNERS INC 24012 N  
FREDERICK RD #200  
CLARKSBURG MD

**SECOND SUPPLEMENTARY DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BRECKENRIDGE NORTH OWNERS ASSOCIATION**

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Supplementary Declaration") is made this 19 day of November, 2003, by B.C. Partners, Inc., a Maryland corporation, hereinafter referred to as the "Declarant".

**WITNESSETH:**

**WHEREAS**, the Declarant was the owner of certain real property which was subjected to a "Declaration of Covenants, Conditions and Restrictions, Breckenridge North Owners Association" made by Declarant, dated September 7, 2000, and recorded among the Land Records of Jefferson County, West Virginia on September 8, 2000 in Book 00940 at page 00601 (the "Original Declaration"); and

**WHEREAS**, the Declarant annexed certain additional real property by that certain "Supplementary Declaration of Covenants and Restrictions, Breckenridge North Owners Association" dated November 8, 2001, and recorded among the aforesaid Land Records on November 16, 2001 in Book 00954 at page 00312 (the "Supplementary Declaration") (the real property subjected by the Original Declaration and subjected by the Supplementary Declaration is hereinafter collectively referred to as the "Original Property"); and

**WHEREAS**, the Declarant amended the Original Declaration in order to comply with Federal Housing Administration requirements by that certain "Amendment to Declaration of Covenants, Conditions and Restrictions, Breckenridge North Owners Association" dated November 28, 2001, and recorded among the aforesaid Land Records on November 30, 2001 in Book 00954 at page 00601 ("Amendment") (the Original Declaration, the Supplementary Declaration and the Amendment are hereinafter collectively referred to as the "Declaration"); and

**WHEREAS**, the Declarant is the owner of certain real property located in Jefferson County, West Virginia, which is more particularly described by a metes and bounds description on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Additional Property") (such Additional Property is also generally known as "Breckenridge East" pursuant to a Community Impact Statement submitted by the Declarant to the Jefferson County, West Virginia Planning Commission); and

**WHEREAS**, the Declarant desires to annex the Additional Property into the lien and effect of the Declaration pursuant to and in accordance with the terms and conditions of the Declaration (the Original Property and the Additional Property are sometimes hereinafter collectively referred to as the "Property"); and

**WHEREAS**, Article II, Section 2.2 of the Original Declaration provides in part, as follows:

"Additional property may be annexed to the above-described property, by the Declarant, without the consent of the Class A Members of the Association, if any. This right to expand the Property shall expire ten (10) years from the date of the recording of this Declaration . . . The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Jefferson County, West Virginia, which Supplementary Declaration shall extend the scheme of this Declaration of Covenants and Restrictions to such annexed property"; and

**WHEREAS**, this Second Supplementary Declaration is being recorded within ten (10) years of the date the Original Declaration was recorded; and

**WHEREAS**, Article II, Section 2.2 of the Original Declaration further provides, in pertinent part:

"Such Supplementary Declaration may contain such complementary additions and modifications to the Covenants and Restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration . . ."; and

**WHEREAS**, the Additional Property will have some different characteristics and uses than the Original Property and therefore Declarant desires to include herein certain complementary additions and modifications to the Declaration to reflect the different character and use of the Additional Property; and

**WHEREAS**, all capitalized terms used herein shall have the same meaning as they are defined to have in the Declaration.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Declarant hereby declares the following:

1. Pursuant to Article II, Section 2.2 of the Original Declaration, the Declarant hereby annexes the Additional Property to the lien and effect of the Declaration with the Original Property, but subject to the Declarant's right to deannex the same pursuant to Section 2.3 of the Original Declaration. The Declarant also declares that the Additional Property, and any Lots and Common Areas created therein, shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions, as set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Additional Property and be binding on all parties having any right, title or interest in the Additional Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. In the event that in the future any portion of the Original Property or the Additional Property is deannexed from the lien and effect of the Declaration by the Declarant or any other party, the rights of ingress and egress over and across the private roadways and rights of way within the Original Property and the Additional Property shall be reserved unto and remain available to all of the then owners of any portion of both the Original Property and the Additional Property and their successors and assigns, it being hereby recognized that the private roadways serving or intended to serve both the Original Property and the Additional Property are and shall be an integral part of access to both the Original Property and the Additional Property regardless of whether or not they are within or under the control of the same homeowners association.
2. After the date hereof, the Declarant intends to subdivide the Additional Property into Lots and Common Areas. In accordance with Article III, Section 3.1 of the Declaration, at the time of said subdivision and creation of Lots, the Declarant, or record Owners of the Lots, as the case may be, shall automatically become Class A Members of the Association and have all the rights and obligations attributable thereto, including voting rights, appurtenant to a Lot. At such time or times as the Additional Property is subdivided, the Declarant may, but shall not be obligated to, record a Confirmatory Supplementary Declaration among the Land Records of Jefferson County, West Virginia, which confirms the identity of the subdivided Lots and Common Areas. However, in the event the Declarant does not record such a Confirmatory Supplementary Declaration, it shall in no way affect the rights of such Lot Owners to Class A membership within the Association.
3. The Additional Property, once subdivided, will contain Common Areas that will be conveyed by the Declarant to and thereupon owned by the Association. Said Common Areas are intended to contain certain amenities that will cause the Additional Property to have a different character or use from the Original Property. Said Common Areas, once conveyed to the Association, may include such additional amenities as a pool facility, tennis court(s), open space, tot lots, and athletic fields. The Common Areas will also include private roadways serving both the Additional Property and the Original Property.

4. A. Article X, Section 10.2 of the Original Declaration requires that the Association "...shall be responsible for the maintenance of all Common Areas". Article V, Section 5.1F of the Original Declaration requires that general assessments be used for "[t]he cost of maintaining, replacing, repairing, inspecting, operating, reconstructing and landscaping the Common Areas and any amenities or facilities thereon...". In accordance with the aforesaid sections, at the time that any of the Common Areas within the Additional Property are conveyed to the Association, the Association shall include in its budget the costs applicable to the maintenance, repair, replacement and reserves applicable to any pool facility, tennis court(s), open space, tot lots, athletic fields, private roadways and other amenities located on Common Areas within the Additional Property.

B. However, given the different character and uses planned to be within the Additional Property that are not currently located within the Original Property, the budget shall provide that only those Members owning Lots within the Additional Property shall be responsible for payment of a supplemental fee, in addition to the general assessment due to the Association, for the costs applicable to the pool facility, tennis court(s), open space, tot lots and athletic fields located within the Additional Property.

C. Provided that the applicable Common Areas have been conveyed to the Association, Members owning Lots within the Original Property shall be able to use the same, subject to any rules and regulations established by the Association with regard thereto, which rules and regulations shall not unfairly discriminate against the Members owning Lots within the Original Property. However such Members owning Lots within the Original Property shall not be required to contribute funds toward the costs of maintenance of the open space, tot lots and athletic fields..

D. Provided that the applicable Common Areas have been conveyed to the Association or, if the Common Areas have not yet been conveyed to the Association but the Declarant elects to make such facilities available for use by the Members owning Lots within the Original Property, then, in either of such events, if Members owning Lots within the Original Property desire to use the pool facility and tennis court(s), they can elect to do so upon payment of a fee established each calendar year by the Board of Directors of the Association, based upon the same calculation method applicable to fees required to be paid by members of Breckenridge Owners Association, Inc. as set forth below in Section 5 of this Second Supplementary Declaration. Any Members owning Lots within the Original Property that do not pay such an annual fee shall not have the right to use the pool facility and tennis court(s).

E. The cost of maintenance, repair and replacement of private roadways and such other similar amenities within the Additional Property that do not contain a different characteristic or use than the Common Areas within the Original Property shall be part of the general assessments paid by all Members of the Association.

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5. By and through a prior written agreement between the Declarant, as the owner of the Additional Property, and the homeowners association for the neighboring subdivision, Breckenridge Owners Association, Inc., the members of Breckenridge Owners Association, Inc. have the right to elect to use the pool facility and tennis court(s) to be located within the Additional Property upon payment of a fee established each calendar year by the Board of Directors of the Association. The maximum fee chargeable to a member of Breckenridge Owners Association, Inc. electing to use the pool facility and tennis court(s), shall not exceed the pro-rata cost paid by all Members of the Association. These pro-rata costs shall only include the cost of insurance, maintenance, management, operations and funding of replacement reserves for the pool facility and tennis court(s) (the "Operating Expenses"). The Board of Directors of the Association can increase the fee chargeable to a member of Breckenridge Owners Association, Inc. by no more than the lesser of (1) a factor of five percent (5%) of the fee for the previous year, or (2) by the pro-rata increase in the Operating Expenses attributable to the pool facility and tennis court(s). Additionally, the written agreement provides that all members of Breckenridge Owners Association, Inc. shall have the right to use and utilize the open space and athletic fields to be located within the Common Areas of the Additional Property, at no cost or expense to the members of Breckenridge Owners Association, Inc. Such use of the open space and athletic fields shall be subject to any rules and regulations established by the Association with regard thereto, which rules and regulations shall not unfairly discriminate against the members of Breckenridge Owners Association, Inc. Said prior agreement between the Declarant and Breckenridge Owners Association, Inc. was set forth in that certain Third Amendment to the Declaration of Covenants and Restrictions for Breckenridge Owners Association, Inc. dated June 2, 2003 and recorded among the Land Records of Jefferson County, West Virginia on June 4, 2003 in Book 00974 at page 00707, is binding upon and runs with title to the Additional Property.

6. Article IV, Section 4.1 of the Original Declaration provides that every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to, and shall pass with, the fee title to every Lot, subject to the list of rights and restrictions set forth thereafter. Additionally, Section 4.2 of the Original Declaration includes language confirming that all Common Areas are subject to an easement for ingress and egress benefiting each Lot Owner, if ingress or egress to any Lot is over the Common Areas. Therefore, each current Member and all future Members, upon taking title to a Lot, shall have a right of ingress and egress across all private roadways located or to be located within the Common Areas owned by the Association both within the Original Property and the Additional Property. It is also hereby confirmed by the Declarant that notwithstanding the provisions of Section 4.1 referred to above, the right of easement and enjoyment in and to the Common Areas by the Members owning Lots within the Original Property are limited by the terms of this Second Supplementary Declaration as they relate to the restriction on the use of the pool facility and tennis court(s) unless the annual fee is paid by a Member for such use.

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7. The provisions of Sections 7.8.K and 7.8.N of the Declaration shall not be applicable to the Lots within the Additional Property. Instead, the following language shall be applicable to the Lots within the Additional Property:

7.8.K-1: Except for entrance signs, directional signs, private security system signage affixed to the exterior of a dwelling and not exceeding eight and one-half inches by eleven inches (8 ½" x 11"), signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, for no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where an office is maintained, and provided, further, that one (1) temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling. Notwithstanding the foregoing, nothing herein shall prohibit a Member from displaying upon his Lot (i) a "candidate sign", or (ii) a sign that advertises the support or defeat of any question submitted to the voters in accordance with local or State election laws. A "candidate sign" means a sign on behalf of a candidate for public office or a slate of candidates for public office.

7.8.N-1: Installation of all television aerial or radio antenna and other devices intended to receive telecommunications signals such as direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS) (collectively referred to herein as "Antennae") shall require prior approval of the Architectural Control Committee. Installation of Antennae shall be governed by rules and regulations adopted by the Federal Communications Commission ("FCC"). The Board of Directors may adopt rules and regulations, consistent with the FCC rules and regulations, regarding such criteria as size, location and screening of antenna and satellite dishes.

8. In the event that, upon subdivision approval, the Additional Property has additional characteristics or uses than provided for herein, Declarant reserves the right, without the consent of the Class A Members, to supplement this Supplementary Declaration to provide for such additional characteristics and uses.

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9. No amendment shall be permitted to be made to the Declaration that would in any way unfairly discriminate against the Members who own Lots within the Additional Property.

10. The herein terms and conditions shall run with the land, and shall be binding on, and inure to the benefit of, the Owners of Lots within the Original Property and the Additional Property, their personal representatives, successors and assigns.

11. This Second Supplementary Declaration shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF, B.C. Partners, Inc. has caused this Second Supplementary Declaration to be executed on its behalf by its undersigned President, being thereunto duly authorized and empowered.

WITNESS:

B.C. PARTNERS, INC.

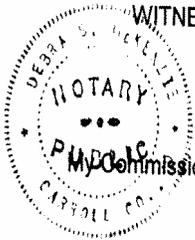
Jennifer M. Baugh

By: [Signature] (SEAL)  
William D. Pleasants, Jr., President

STATE OF Maryland, Carroll COUNTY, to wit:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of November, 2003, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared William D. Pleasants, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Supplementary Declaration, and acknowledged that he is the President of B.C. Partners, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as the President of B.C. Partners, Inc., and further acknowledged, in his capacity as the President of B.C. Partners, Inc., the same to be the free act and deed of B.C. Partners, Inc.

WITNESS my hand and Notarial Seal.



Debra S. McKenzie  
NOTARY PUBLIC  
Printed Name Debra S. McKenzie.

BOOK **982** PAGE **00300**

**AFTER RECORDING, PLEASE RETURN TO:**  
Jerry Connelly, Vice President  
B.C. Partners, Inc.  
24012 N. Frederick Road, Suite 200  
Clarksburg, MD 20871  
(301) 424-0800

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BOOK 982 PAGE 00301

**EXHIBIT "A"****SECOND SUPPLEMENTARY DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS****BRECKENRIDGE NORTH OWNERS ASSOCIATION**

**RESIDUE OF TRACT I** - All of that tract or parcel of land, together with all rights of way and appurtenances thereunto belonging, comprising approximately 99.208 acres, identified as "RESIDUE 99.208 Ac. P/O HFDM10P1 B.C. PARTNERS, INC. DB850P470 FUTURE SECTION" on that plat prepared by Appalachian Surveys of West Virginia, LLC, dated September 20, 2002, and recorded among the Land Records of Jefferson County, West Virginia in Plat Book 00019 at page 00079.

**TRACT III** - A tract or parcel of land, together with all rights of way and appurtenances thereunto belonging, lying north of the Village of Halltown, in Harpers Ferry District, Jefferson County, West Virginia, and more particularly described as follows: Beginning at a corner fence post near or in the Flowing Springs Run and a common corner with Dilliard Corp. and Kennard (816) thence with Kennard NE 08-17-33 153.15 feet to a set #5 rebar (805); thence continuing with Kennard and Geris NE 07-55-52 3,769.02 feet to a corner fence post (385); thence for three lines with Weller SE 54-33-29 427.16 feet to a set 5/8" rebar (383); thence NE 25-11-52 566.95 feet to a corner fence post (381); thence SE 63-42-32 726.09 feet to a corner fence post (378); thence again with Weller and with Dilliard Investment Corp. SW 04-37-08 4,881.61 feet to a corner fence post (360); thence with Dilliard for five lines NW 57-11-59 309.00 feet to a 24 inch sycamore (357); thence NW 67-04-37 452.64 feet to a fence post (355); thence NW 49-31-03 138.00 feet to a #5 rebar (500); thence NW 24-33-03 176.70 feet to an old fence post (347); thence NW 50-18-29 694.48 feet to the point of beginning (816) containing 141.11 acres, more or less.

**TRACT IV** - A tract or parcel of real estate located in Harpers Ferry District, Jefferson County, West Virginia, said tract or parcel more particularly bound and described according to a survey and plat thereof made by Appalachian Surveys, Inc., said plat attached hereto and made a part of this description: Beginning at a found stone (49) a corner with Geris; thence with Geris NE 84-03-26 1079.00 feet to a set 5/8-inch rebar (203); thence with Geris and with Kent NE 11-56-34 2772.16 feet to a found 1 ¼-inch pipe (710), a corner with Geris, Kent and Walker; thence with Walker for five lines NE 11-28-19 1294.07 feet to a set 5/8-inch rebar (246); thence SE 59-22-48 1638.20 feet to a fence post (827); thence NE 72-28-18 83.20 feet to a fence post (627); thence NE 20-04-42 1806.42 feet to a fence post (421); thence NW 70-04-00 14.70 feet to a set 5/8-inch rebar (829), a corner with Shenandoah Federal Savings Bank; thence NE 19-52-34 163.29 feet to a set 5/8-inch rebar (833), a corner with Grewal; thence SE 35-33-51 48.92 feet to a tree (622), a corner with Duffy; thence with Duffy for 3 lines SW 20-03-27

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2009.84 feet to a fence post (625); thence NW 59-47-30 67.39 feet to a set 5/8-inch rebar (828) thence SW 22-48-06 1527.78 feet to a fence post (414), a corner with Weller; thence with Weller for two lines SW 23-05-00 909.10 feet to a fence post (417); thence SE 58-00-47 1135.10 feet to a fence post (385), a corner with Geris; thence with Geris SW 07-55-52 2503.56 feet to a set 5/8-inch rebar (820); thence with 107.82 Acre Parent to Child Conveyance NW 74-22-14 2908.03 feet to a set 5/8-inch rebar (818); thence NW 08-56-56 1314.02 feet to the point of beginning containing 250.68 acres, more or less.

LESS AND EXCEPTING Lots 23 - 45 on a plat entitled "Lots 23 - 45, Lot 'A' Residue, Breckenridge North", prepared by Appalachian Surveys of West Virginia, LLC, dated November 2000, and recorded among the aforesaid Clerk's Office in Plat Book 00018 at page 00075.

LESS AND EXCEPTING the Road Rights of Way comprising 3.574 acres and the Open Space comprising 1.282 acres, all as shown on Sheets 1 through 4 of 4 sheets on a plat entitled "Lots 23 - 45, Lot 'A' Residue, Breckenridge North" prepared by Appalachian Surveys of West Virginia, LLC, dated November 2000, and recorded among the aforesaid Clerk's Office in Plat Book 00018 at page 00075.

LESS AND EXCEPTING that entire parcel of land comprising approximately 31.18 acres, more or less, conveyed to Robert W. Butler, et ux., by deed dated June 23, 1995, and recorded in the aforesaid Clerk's Office in Deed Book 815 at page 444. Reference is made to the plat prepared by Appalachian Surveys, Inc., dated October 1, 1991, revised June 20, 1995, recorded in the aforesaid Clerk's office in Plat Book 13 at page 53.

LESS AND EXCEPTING that certain parcel of land comprising 3.67 acres, more or less, conveyed to Potomac Edison, by deed dated December 18, 1995, and recorded in the aforesaid Clerk's office in Deed Book 821 at page 483.

LESS AND EXCEPTING that certain 50' wide access road and that certain additional access road and drainage easement containing approximately 0.43 acre conveyed to Potomac Edison Company, by deed dated December 18, 1995, and recorded in the aforesaid Clerk's office in Deed Book 821 at page 483.

JEFFERSON COUNTY, WV  
FILED  
November 19, 2003 15:36:55

JOHN E. OTT  
COUNTY CLERK  
TRANSACTION NO: 2003030910

BOOK OF DEEDS  
Book: 00982 Page: 00293





*Breckenridge East Planned Community  
Market Positioning Overview  
Jefferson County, West Virginia*

*April 2003*

*Prepared for B. C. Partners, Inc.*

*Pitheon Marketing Productions, LLC  
65 Slama Road, Edgewater, MD 21037  
Tel. 410-956-5550 Facsimile 410-956-432 e-mail; [apitheon@aol.com](mailto:apitheon@aol.com)*

Mr. Jerry Connelly, Vice President  
B. C. Partners, Inc.  
**Breckenridge East Planned Community: Market Positioning Overview**  
Jefferson County, West Virginia  
April 2003

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## **INTRODUCTION**

B. C. Partners, Inc. retained Pitheon Marketing Productions, LLC to analyze the local housing market and overall dynamics in the Jefferson County, West Virginia region. Included is an assessment of marketability, proposed mix, absorption schedule, and a strategy for positioning a planned multi-product community at the Breckenridge East Planned Unit Development.

For purposes of this report, other area communities were reviewed for absorption and pricing potential. We used net sales activity to gauge viability.

The research findings for this Market Positioning Overview are based on conversations with local brokers and business owners. Economic projections are based on information gathered from various national, state and county agencies.

Mr. Jerry Connelly, Vice President  
 B. C. Partners, Inc.  
**Breckenridge East Planned Community: Market Positioning Overview**  
 Jefferson County, West Virginia  
 April 2003

Breckenridge  
 Jefferson County, West Virginia  
**Market Positioning Overview**  
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### **A. Tasks Completed**

Primary and secondary research has been conducted and combined with general market experience in the Jefferson County market to complete this assignment. Specific tasks include:

- A review of the Breckenridge Planned Unit Development site to assess strengths and weaknesses.
- An overview of current resale and new home market activity to provide an outline of recent sales performance and to determine economic and demographic characteristics.
- An estimate of the Breckenridge East average monthly absorption rates as well as the time required for project buildout.
- A suggested product and pricing strategy.
- An overview of Jefferson County building and planning issues and opportunities.

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### **B. Conditions of the Report.**

The materials and information provided to B. C. Partners, Inc. constitute raw data, factual materials, and the opinions of Pitheon Marketing Productions, LLC. The use of this report is limited to B. C. Partners, Inc. and its potential development partners for internal team analysis and discussion purposes. This report is only one of the many factors that B. C. Partners, Inc. should use in the analysis of Breckenridge Planned Unit Development's development opportunity.

B. C. Partners, Inc. is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and the differences may be material. Pitheon Marketing Productions, LLC has no responsibility to update this report for events and circumstances occurring after the report date. Payment of any and all fees and expenses is not in any way contingent upon any factor other than providing services related to this report.

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Breckenridge East  
Jefferson County, West Virginia  
Market Positioning Overview

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### A. Executive Summary

Located in West Virginia's Eastern Panhandle, Breckenridge East is within easy commuting distance to the Washington Metropolitan region's largest job hubs. From the latest commuter statistics, nearly half (45%) the local residents work locally. Outbound commuters include 11% of residents driving to Loudoun (a 30-minute or less drive), 8% each commuting to Berkeley or Frederick County (a 20-minute drive), and another 6% apiece driving to Fairfax and Montgomery County (a comfortable 45-minute commute). MARC train service, located just two miles from this community, shortens the commute time and widens the geographic job base a Breckenridge East resident might consider. Germantown, Gaithersburg and Rockville jobs -- all comfortably commutable by MARC train -- count a 2000 workforce of 196,860. A compelling new home value, excellent access to major job hubs, and quality of life provide incentive to relocate to this community.

The market is evolving rapidly. Several new developments include a sizeable component of retail and commercial development, driving the potential for local, Jefferson County, job growth. In the interim, early economic indicators point to a metropolitan Washington job base that stacks as one of the strongest in the Nation. January 2003's year-over-year employment figures generated 42,900 new jobs, close to the 20-year 55,000 job benchmark tracked in this market.

Jefferson County has responded to the region's accelerating growth. The new Route #9 road improvements and school expansion plans address needed infrastructure improvements. Retail, library, and health care needs are readily available in this area. Resident services are well met.

Local population trends indicate this market will continue to grow around 2% annually, compounded. Local and regional forecasting models corroborate this robust growth. This market will see proportionately more high-income households, along with households headed by someone over 45 years of age. Forecast growth aligns with regional and national trends fueled by an aging Baby Boomer population.

Residential housing is a wealth builder locally, indicative of a sharply accelerating residential sector, in volume and price. In Jefferson County, between 1997 and 2002, residential sales activity

increased 60% as average sales prices grew 47%. The marketing period for homes fell 77% as eager buyers stepped into homeownership. This market also generated more top-end activity, with over \$300,000 priced product growing from just six homes in 1998 to 43 homes in 2002.

For its position in the regional marketplace, Jefferson County still represents an excellent value opportunity. Based on the latest fourth quarter 2002 sales activity, Jefferson County's average home is 18% lower priced compared to Frederick County, 47% lower priced than Loudoun County, and just over 50% lower priced relative to homes in either Fairfax County or Montgomery County. While prices moved up handsomely in Jefferson County, this market represents an extraordinary value for new home consumers.

The area's value story is reflected in steadily rising per project absorption rates, in spite of growing competition. Communities marketing between 1999 to 2001 averaged fewer than two sales monthly. New, currently selling communities average 2 to 3 sales monthly.

Conservatively, we believe 2 to 3 sales monthly represents an achievable goal for each product line planned in the Breckenridge East community. Two to three concurrently marketing product lines could generate 72 to 108 net sales annually. At this rate, 694 lots in Breckenridge East would achieve build-out in approximately 7 years.

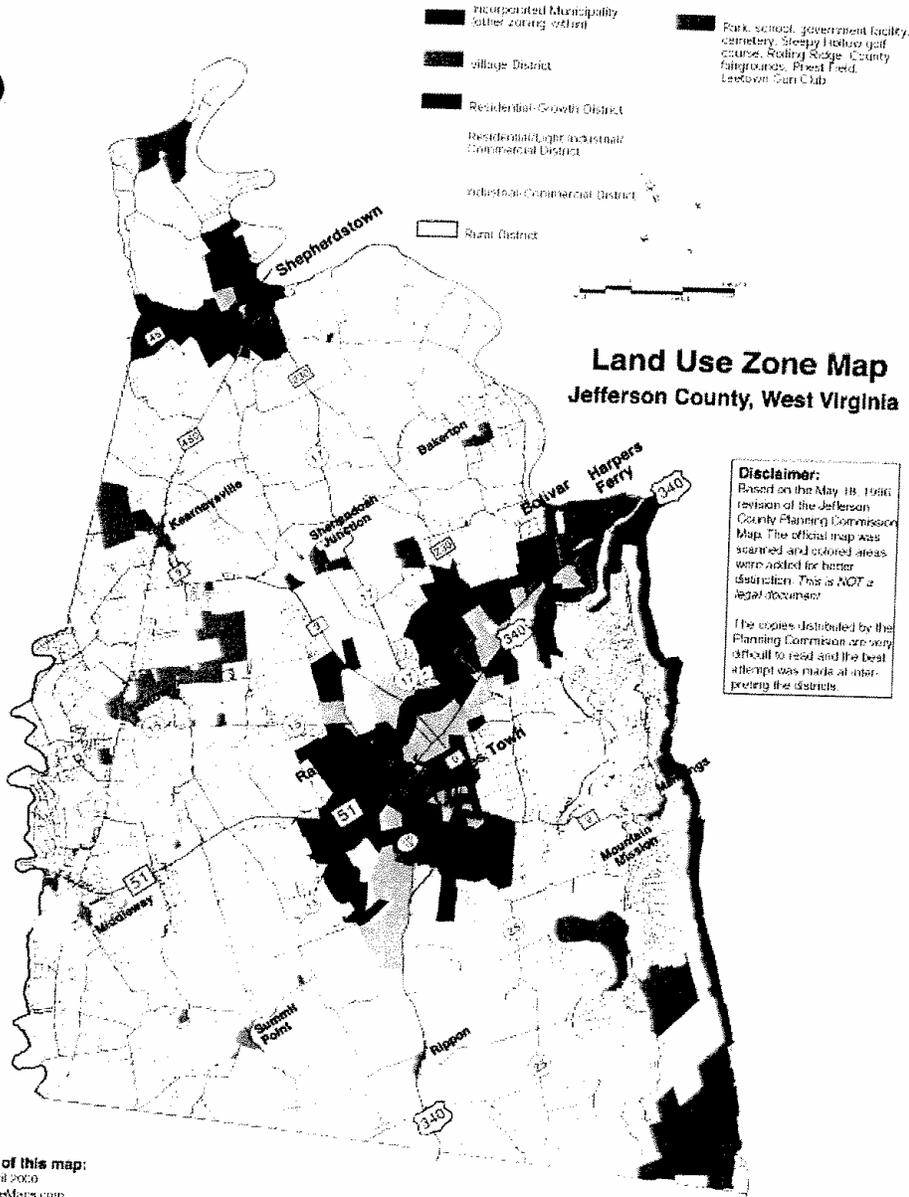
We offer the following as a guide for positioning in the next development phase, using the Advantage Homes product in Breckenridge as an example. Assuming an average \$250,000 base

Upcoming Development Mix: Advantage Homes					
Model	Breckenridge		1/4-acre lots		Comments
	Base Price	Sq. Ft.	Sq. Ft.	Finished \$ /	
McKinley	\$220,500	1,872		\$117.79	
Washington	\$225,500	1,912		\$117.94	
Buchanan	\$230,900	2,020		\$114.31	
Monroe	\$235,900	1,805		\$130.69	1st flr MBR
New Plan	\$257,900	2,450		\$105.27	
Somerset	\$277,900	2,700		\$102.93	

price, we anticipate options and upgrades will range \$35,000 to \$60,000. Product that offers expansion options and flexibility for a growing family sells comfortably in this market.

We anticipate 50% to 55% of Breckenridge East buyers will

come from Loudoun County and Virginia; 30% to 35% from Montgomery, Frederick and Maryland; the 10% to 20% balance from the local Jefferson County move-up market.



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**B. Location**

*1. Strengths and Areas of Opportunity*

Breckenridge is located in Jefferson County, West Virginia, nestled at the foothills between the Blue Ridge and Shenandoah Mountains. Located in the State's Eastern Panhandle (Jefferson, Berkeley and Morgan Counties), the area is within reasonable commuting distance to many of the Washington Metropolitan region's job bases. The Breckenridge East site represents an emerging opportunity for subdivision development currently split between a local and commuter market primarily traveling to Loudoun, Berkeley, Frederick, Montgomery and Fairfax Counties.

Location is close to major commuting arteries between Frederick and Loudoun County via Route #340 and Route #9. Commuters are within comfortable reach to Frederick City or Leesburg, both located at the 20-mile periphery to Breckenridge East. New home value and quality of life support buying decisions for residents relocating to Jefferson County and Breckenridge East.

*2. Community Positioning*

<b>West Virginia</b>	Named after England's Queen Elizabeth I, the "Virgin Queen"
Nickname	The Mountain State
Motto	Mountaineers are always free!
State Bird	Cardinal
State Tree	Sugar Maple
State Flower	Rhododendron

Located just 58 miles from the Washington, D. C. Beltway, Jefferson County is the Eastern Gateway to West Virginia. It is accessible by two interstate highways: I-81 running north to south and I-70 running east to west as well as US Route #340 and West Virginia Route #9. Recent ground breaking of State Route #9 is the first phase to upgrade access from I-81 to the Virginia line.

An extraordinary asset for the residents of Jefferson County, the MARC commuter train provides daily service to nearby Maryland and downtown D.C. job hubs. The MARC commuter rail station is located approximately two miles from the Breckenridge East community. The Rockville to Germantown job centers are 45-minutes to an hour away; these three major job hubs count a year

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2000 workforce of 196,860<sup>1</sup>. The burgeoning Silver Spring employment corridor (adding another 44,995 jobs) is just over an hour away and downtown DC is just over a 90-minute commute by MARC train. To add perspective, it is worth noting that the drive between Fairfax or Gaithersburg and downtown DC requires an average 90-minute commute.

The main lines of CSX and Norfolk Southern railroads traverse Jefferson County. Domestic and international air service is 45 minutes away at Dulles International Airport and the Baltimore Washington International Airport and Reagan National Airports are roughly a 90-minute commute.

For commuters that prefer to drive rather than use mass transportation, Jefferson County offers easy driving access to a variety of active and growing job cores. In addition to the Maryland markets mentioned above, Frederick County, Maryland includes a growing job base, over 109,000 workers in 2002<sup>2</sup> while Loudoun County includes a workforce of 111,779 as of December 2002. It is worth noting that Loudoun's workforce expanded 10.5% in 2002 as Virginia statewide workforce, in total, contracted 1.9%.

Jefferson County's strategic location in West Virginia rates this as a growth corridor for businesses. Most business growth is planned to cluster around the Route #9 and Route #340 intersections. Two major upcoming developments, Norborne Glebe and Hunt Field Estates, include long-term plans for commercial and retail development. In the interim, likely the next five years, commuting accessibility will draw new residents. Jefferson County's current strengths and its longer-term

Workplace State-County Name	Count	% of Workforce
Jefferson Co. WV	9,452	45%
Loudoun Co. VA	2,305	11%
Berkeley Co. WV	1,725	8%
Frederick Co. MD	1,606	8%
Montgomery Co. MD	1,348	6%
Fairfax Co. VA	1,241	6%
District of Columbia DC	592	3%
Washington Co. MD	488	2%
Clarke Co. VA	386	2%
Other Locations	1,923	9%

Source: U.S. Census, Commuting Patterns, April 2003.  
 Compiled by Pitheon Marketing Productions, LLC

growth potential position this market as a major player in the expanding Washington metropolitan region.

The adjoining are documented commuting trends tabulated at the last 2000 Census. Interviews with local sales agents support the significant share of out-bound commuters.

The area offers a mixture of neighborhood flavors from entry-level to upscale second-move ups. Newer community developments consist

<sup>1</sup> MNCPPC, Montgomery County At-Place Employment by Planning Area, Round 6.3, 2002 figures revised 3/12/2002.  
<sup>2</sup> Maryland DLLR, Career & Workforce Information, LAUS.

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of large-lot (three-quarter acres and more) neighborhoods priced from the \$220,000s to the mid-\$300,000s. Small lot communities include trailer-deliverable manufactured housing, both recent and older neighborhoods.

Thus far, through the recession, a lagging economy and war jitters, housing has remained a key engine for the economy not only locally but also nationally. Interest rates are at a 40-year low and continue to stimulate home buying activity. Overall, we see the potential for moderate slowdown in sales and some easing in price pressures if interest rates climb in the second half of 2003, as forecast by the National Association of Realtors and Mortgage Bankers Association. There is no bubble in housing and our read on the housing market is one that may flatten, at worst.

The most direct stimulus for housing growth is job formation. The U. S. Bureau of Labor Statistics released its annual benchmark of metropolitan data, revising upward its compilation for Washington 2002 data. In a Trends Alert just released by the George Mason University Center for Public Policy<sup>3</sup>, the Washington region began losing jobs immediately following the 9/11 terrorism attack in 2001. The newly benchmarked figures show that the region began growing jobs as early as July 2002. Further, the latest figures for January 2003 show a year-over-year gain of 42,900 jobs. This is significant in that it indicates the Washington region is nearly at its 20-year benchmark of 55,000 new jobs per year. The Federal Government promises to be an employment driver in this decade.

Based on aggregated planning data by county, the greater Washington and Baltimore Region's housing supply is projected to grow more slowly than the employment base over this decade and beyond. The deficit for housing across the greater Washington and Baltimore Regions is estimated to grow by 23,000 units between 2005 and 2010<sup>4</sup>, accelerating beyond to 2025 as several core jurisdictions approach build-out. Higher housing prices, and increasingly inadequate supply of housing affordable for low and moderate-income households pushes development to the region's ex-urban markets. More development is already occurring further out in markets like Jefferson and Berkeley Counties in West Virginia in order to attain some affordability.

New home offerings are currently limited but planned sites could intensify the competitive marketplace. Best-positioned communities will continue to sell briskly. The toughest obstacle is generating prospect traffic. In Jefferson County, this offers more than the typical new home

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<sup>3</sup> Trends Alert, March 2003' Revised Job Data Show the Region's Economy Began Its Expansion in Summer of 2002. George Mason Center for Regional Analysis, School of Public Policy, March 2003.

<sup>4</sup> Future Housing Supply and Demand Analysis for the Greater Washington Area\* George Mason Center for Regional Analysis, School of Public Policy, January 2003.

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challenges since directional signs are not permitted. Breckenridge East has a distinct advantage in that its community sales center, at Route #340 and Country Club Drive, is sited along a main thoroughfare, located at a new traffic light. This provides great visibility and easy access to the community.

### 3. Schools

According to Census statistics<sup>5</sup>, West Virginia's population declined between 2000 and 2001, from 1,765,197 to 1,758,747, dipping 0.4%, 6,540 fewer residents. In contrast, Jefferson County's population grew 3.2%, from 42,190 at the 2000 Census to an estimated 43,545 as of July 1, 2001. Berkeley County and Morgan County, also in the Eastern Panhandle, grew 4.3% and 2.2% respectively. We anticipate an increase in demand for additional classroom space in the County over the next decade. Jefferson County has smartly geared up for growth with a newly opened middle school (serving ninth grade) and a planned new elementary school located next to Jefferson High School. Enrollment in the Jefferson County Public School System totaled 7,289 as of September 2002, the latest published data<sup>6</sup>. Current capacity guidelines for the County include sufficient seating for 7,277 students<sup>7</sup>. The County is currently, if only slightly, over capacity. Early 2003 special sessions include planning for future schools, budgeting, and impact studies. Meetings are open to the public and are broadcast afterwards on local public television.

Comparing schools within the Jefferson County School District<sup>8</sup>, the elementary school performance, third through fifth grades shows significant improvement in basic skills based on Standardized Sanford Testing between 1996-1997 and 2000-2001. All grade levels, 3<sup>rd</sup> through 12<sup>th</sup>, posted percentile increases over the last five years.

Just over 80% of the professional staff in the County has more than a Bachelor's Degree to their accreditation. Nearly 47% possess a Master's Degree and higher. Classroom size averages 25 students per class. Growth pressure in the County places schools at the forefront for infrastructure improvement.

High School achievement is a priority. West Virginia includes a combined 2001-2002 SAT average score of 1,039. For Jefferson County, students achieved a combined 2001-2002 SAT average score

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<sup>5</sup> West Virginia and County Supplementary Surveys Change Profile, State and County Quick Facts: U.S. Census Bureau, Demographic Surveys Division, Continuous Measurement Office, May 2002.

<sup>6</sup> School Report data compiled through Homefair.com, with commentary on academic achievement for 2001 and 2002.

<sup>7</sup> Jefferson County 2003 Comprehensive Plan Draft and County BOE, pg 81.

<sup>8</sup> Student grade performance and other discrete data obtained from West Virginia Report Card, 2000-2001.

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of 1,010. This figure is up from a combined 993 average SAT score for the 2000-2001 testing period. 65% of graduating seniors plan to attend a two or four-year college.

Quality of education and school systems is one of the key market drivers for new home sales (along with housing value, overall cost of living, and perceived quality of life). Emphasis on public education draws homebuyers to this market.

Jefferson County's desirability is reflected in recent permit volume. The County consistently generated 429 to 505 new residential building permits between 1997 and 2000<sup>9</sup>. The constrained infrastructure in neighboring Loudoun and Frederick Counties pushed Jefferson County's permit volume to an average 594 units between 2001 and 2002.

Jefferson County is home to a state-supported four-year liberal arts college, Shepherd College located in historic Shepherdstown. Enrollment is 4,000 students and in-state tuition is \$2,500 annually; \$5,800 plus boarding for out-of-state students. The college offers Bachelor of Arts, Bachelor of Fine Arts, Bachelor of Science, Regents Bachelor of Arts, Associate of Arts, Associate of Science, Associate of Applied Science degrees. Non-credit special courses are available as are advanced degrees offered through a special program administered by West Virginia University. Two-year community college and technical college components are available.

#### 4. *Conveniences and Services*

The following is a list of major local employers, 200 employees and more, from the County's Development Authority.

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<sup>9</sup> Annual building permits include mobile homes, single-family, duplex, townhouse and multi-family residences.

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Major Employers: Jefferson County, WV			
Company	Location	# of Employees	Type of Business
Charles Town Races	Charles Town	1,076	Horse Racing & Video Slot Machines
Jefferson County Schools	Charles Town	800	Public Education
AB&C Group, Inc.	Ranson	774	Order Fulfillment
Royal Vendors, Inc.	Kearneysville	520	Cold Drink Vending Machines
Wal-Mart	Charles Town	485	Department Store
Jefferson Memorial Hospital	Charles Town	415	Health Care
US Department of the Interior	Shepherdstown & Harper's Ferry	389	Nati'l Historic Parks & Training
Shepherd College	Shepherdstown	265	Public State College
Kidde Fire Fighting/Automated Sprinkler	Ranson	235	Fire Protection Products
Norm Thompson Outfitters, Inc.	Kearneysville	210	Catalog Distribution Center

Source: Jefferson County Development Authority, 2003. Compiled by Pitheon Marketing Productions, LLC

In its latest 2003 Comprehensive Plan draft, the County identified the need for increased law enforcement staffing and service. Overall, while the County's crime levels are very low, well below the National rates, there are selective areas of local concern that are being addressed today.

Jefferson County is served by a volunteer fire department. Divided into five companies, there are 175 volunteer personnel in various capacities. The county is reviewing the potential for a paid Fire Department. Emergency ambulance service is maintained by a paid staff, all fully trained and staffed at the County's fire department companies.

***A Sampling of Jefferson County Arts and Cultural Facilities and Events***

Shepherd College	Old Opera House	Shepherd College Performing Arts Series
Harpers Ferry	Jefferson Co. Museum	Appalachian Heritage Festival
Mountain Heritage	Shepherdstown Museum	National Conservation Training Center
Arts & Crafts Festival	Jefferson County Fair	Shepherd College Sports
Arts & Humanities Alliance	Community and Ethnic Heritage Associations	Apple Butter Festival
Genealogical/ancestral groups	Jefferson County Historical Society	G.T. Moore Center for the Study of the Civil War
George Washington Heritage Trail	Garden Clubs	Old Tyme Christmas
Peter Burr House	Civil War Heritage Trail	Christmas in Historic Shep'town
Historic Courthouse	Isaak Walton League	Election Day 1860 (Harper's Ferry National Historic Park)
Scouting groups	Book clubs	Exhibits at Harpers Fy. Park
Church groups	Veterans' Organizations	
	Jefferson H. S. Sports	

Jefferson County maintains a network of seven public parks. Ball fields, picnic pavilions, and campgrounds are available for rental reservation by permit. Recreational opportunities include year-round programming for swimming and water

Source: Jefferson County Comprehensive Plan Draft, 2003.

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sports, gymnastics, arts and crafts, and outdoor sporting events<sup>10</sup>. In addition, the County maintains a varied calendar of arts and culture. All this, combined, helps to establish Jefferson County as a desirable place to live. Public services, at all levels, are well met in Jefferson County.

Library facilities include the Ruth Scarborough Library at Shepherd College, open to the public. In addition, the County maintains three other library locations, open at 9 a.m. Monday through Saturday with flex hours for late weekday nights by location.

Jefferson County includes comprehensive health care through the Jefferson Memorial Hospital located in downtown Charles Town. The hospital offers monthly support groups, social services support, rehabilitative services, regular screenings and outpatient care, emergency room and specialized treatment programs. Evening and weekend offsite clinic hours are available nearby in the Somerset Village Shopping Center, the Jefferson Urgent Care center. The hospital maintains a 24-hour Level III Trauma Center for emergency care services. Volunteer opportunities are available, and home care is available through a home care program for elderly or infirm patients.

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<sup>10</sup> Jefferson County's brochure, published by the County Parks and Recreation Commission, is included under the "Area Parks" tab at the end of this report.

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## C. Market Analysis

### 1. *Demographics: Jefferson County and surrounding markets;*

Jefferson is one of the 55 counties in West Virginia. It is part of the Washington Metropolitan Area. Its 1999 population of 42,271 ranked 13<sup>th</sup> in the State. As of the latest 2000 Census, Jefferson County included 42,190 residents in 16,165 households. Average household size is 2.6 persons, down from 2.8 as of the 1990 Census and 3 persons per household tabulated as of the 1980 Census. This reflects demographic shifts for smaller families as well as an aging population. Trends in the local market mirror National trends.

The population growth forecast for West Virginia takes up the slack for slow growth and smart growth initiatives, which limit growth potential in the surrounding Maryland and Virginia Counties. The State expects to add 1,600 people, 615 households annually between 2000 and 2005. If Jefferson County maintains the same growth rate tabulated over the last five years, one third of the State's household increase will occur in Jefferson County. The County's Eastern Gateway location ranks Jefferson as the fastest growing County in the State. The latest round of forecasts from the county point to an average 2% population growth annually, compounded. Household growth will be higher as households continue downsizing trends.

Detailed area comparisons are provided in the appendix of this report.

### 2. *Resale Activity*

A rural atmosphere and a lower cost of living mixed with the easy accessibility into the Western Maryland, Washington and Baltimore areas make Jefferson County an ideal place in which to live. Increasingly, as local infrastructure improves, Jefferson County becomes the sweet spot in the State for relocating and budding businesses. Just beyond West Virginia's borders, commuters find easy access to the bustling Frederick, I-270, Leesburg and Dulles, Route #37 and Route #28 employment corridors. There is growing and significant interest in residential development locally. The following tables summarize the most current residential activity, and historic trends.

Residential housing continues to be a wealth builder, indicative of a housing market that has accelerated sharply in the last several years, both in volume and in price. Yet, the eastern panhandle of West Virginia is highly affordable relative to neighboring suburban Northern Virginia and Maryland markets. In Jefferson County between 1997 and 2002, residential sales activity

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increased 59.6% as average sales prices grew 47.4%. The number of days on market fell by 77%

Residential Sales Trends				
Fourth Quarter 2002 Housing Activity				
	# Homes Sold	Average Sales Price	# of New Homes Built	Average Days on Market
<i>Suburban Northern Virginia</i>				
Loudoun County, VA	1,434	\$346,200	1,186	30
Fairfax County, VA	3,862	\$382,400	598	26
<i>Suburban Maryland</i>				
Frederick County, MD	903	\$223,100	307	31
Montgomery County, MD	2,912	\$371,200	628	24
<i>Eastern Panhandle, WV</i>				
Jefferson County, WV	141	\$184,800	178	62
Berkeley County, WV	290	\$134,200	340	63
Morgan County, WV	62	\$113,600	47	139
Source: 2003 MRIS, Inc. and NAR. Compiled by Pitheon Marketing Productions, LLC				
Residential Sales Trends				
Jefferson County: Historic Trend Indicator				
	# Homes Sold	Average Sales Price	Median Sold Price	Average Days on Market
1997	418	\$117,136	\$104,860	371
1998	491	\$127,194	\$113,500	234
1999	497	\$136,240	\$123,000	159
2000	578	\$144,852	\$130,000	135
2001	688	\$152,830	\$136,500	90
2002	667	\$172,641	\$150,000	85
Source: 2003 MRIS, Inc. Compiled by Pitheon Marketing Productions, LLC				

as eager buyers stepped into ownership. In Jefferson County, the average sales price expanded faster than the median, indicating gaining volume in upper priced homes, by number and price. Based on statistics compiled by MRIS, in 1998, there were just six homes that transacted at \$300,000 and higher. By 2001, Jefferson County counted 23 homes sold over \$300,000. That figure doubled to 43 homes in 2002. We anticipate this figure will expand substantially in 2003 and moving forward, fueled by new home sales. Clearly, the bar has been raised in Jefferson County. For consumers, purchasing new or

resale, this market continues to represent an excellent buying opportunity.

### 3. New Home Activity

We expect that communities sited to the south side of Charles Town are best positioned to pull new buyers from the Virginia market. Communities along the Route #340 corridor will also see Virginia commuters though, based on conversations with on-site agents, this market enjoys good prospect traffic pulled out of the Frederick market. Projects located west of Charles Town and heading into Berkeley County will be slowest to expand for product prices and absorption. This is where buyers expect to find the greatest value deals.

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In this emerging marketplace, location and visibility makes a difference. Marketing separates the balance of players. Effective merchandising is the key to sales velocity at Breckenridge East. The following list enfolds the major subdivisions, active and those pending approval, in Jefferson County:

**Note** page 16 blank (not copied)

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ONGOING AND RECENT MAJOR SUBDIVISIONS

Community	Developer	Location	Total Residential Planned	Single Family	Townhouse	Sales Start Date	Total Residential Sold	Average Monthly Sales Pace	Comments	Community Pricing	
Spruce Hill	Dan Ryan Builders		37	37		March-03	2	2.0	Preselling from Crosswinds model, located nearby. Lots average 1.0 to 1.5 acres in size.	\$263,800 - \$319,800	
Hunt Field	developer: Greenest	Old US Route #340, Huyett Road and Prospect Hills Boulevard	116	116	0	December-02	26	5.2	116 total planned in Phase I only. See notes in Pipeline section for total community. Preview sales began November 2002.	26 sold to date, all 4 Cambridge products	
		Old US Route #340, Huyett Road and Prospect Hills Boulevard									
	Cambridge Homes	Old US Route #340, Huyett Road and Prospect Hills Boulevard								Homecoming Collection, 55 - 60' lots; 73 - 100' lots	\$249,900 - \$297,900 \$291,400 - \$310,400
		Old US Route #340, Huyett Road and Prospect Hills Boulevard									
	Cambridge Homes		Old US Route #340, Huyett Road and Prospect Hills Boulevard							Hamlet Collection, 55' lots	\$209,900 - \$260,000
			Old US Route #340, Huyett Road and Prospect Hills Boulevard								
Breckenridge	Washington Homes	Old US Route #340, Huyett Road and Prospect Hills Boulevard	282	282		April-03	2	2.0	Models range 1,944 to 2,856 sq. ft.	First Floor Owner's Suite Collection, 55 - 60' lots; 73 - 100' lots	\$267,900 - \$275,000 \$280,400 - \$288,400
		Old US Route #340, Huyett Road and Prospect Hills Boulevard									
		Old US Route #340, Huyett Road and Prospect Hills Boulevard									
		Old US Route #340, Huyett Road and Prospect Hills Boulevard									
Breckenridge North	developer: B. C. Partners	Country Club Rd. west of Route #340	85	85		May-01	71	3.1	CIS approval on initial phase only. Concept plan pending for remaining acreage. Additional builders are a future possibility.	Mainstreet Collection, 65' lots	\$275,900 - \$336,900
		Country Club Rd. north of Route #340									
		Country Club Rd. north of Route #340									
Breckenridge North	Advantage Homes	Country Club Rd. north of Route #340	65	65		July-98	64	* See Comments	Modeled Savoy, the best seller. Purchasers adding \$45,000 to \$50,000 in upgrades, on average		\$233,990 - \$304,090
		Job Corps Rd. north of Route #230									
		Job Corps Rd. north of Route #230									
Gap View Village	Dan Ryan Builders	Route #230 East & Halltown Rd.	178	23		May-01	23	1.0	Initial phase 3 to 13 acres, next release planned for 1 to 2 acre lots. Concept plan not developed for remaining acreage.	Sold Out	\$204,900 - \$233,900
		Job Corps Rd. north of Route #230									
		Job Corps Rd. north of Route #230									
Campage Park Estates	Hampson Homes	Jenny Lind Drive off Route #340	8	8		January-00	8	0.3	one-acre lots, well and septic. Originally sold as custom lot community.		\$193,900 - \$270,900
		Route #230 East & Halltown Rd.									

Community	Developer	Location	Total Residential Planned	Single Family	Townhouse	Sales Start Date	Total Residential Sold	Average Monthly Sales Pace	Comments	Community Price
Locust Hill	developer: Zachary Homes.	Ridge Dr & Route #51, west of City of Charles Town	660	660		February-01	42	1.9	Final phases, 361 lots total, on project begun a decade ago. Balance of lots split between Ryan Homes & Richmond American Homes. Semi-private golf course community. Average lot sizes, 11,000 to 22,000 square feet. Includes public water and sewer. HOA \$200/year. Golf membership additional.	\$200,000 to \$232,900
	Zachary Homes	Ridge Dr & Route #51, west of City of Charles Town	42	42		February-01	42	1.9	Sold Out. The developer of this parcel. Remaining lots will be split between Ryan Homes and Richmond American Homes.	\$200,000 to \$232,900
	Ryan Homes	Ridge Dr & Route #51, west of City of Charles Town	90	90		February-01	50	1.9	60% buyers from Loudoun. Direct mail and Washington Post to pull traffic. Purchasers optioning \$60,000 in upgrades, on average.	\$229,990 - \$274,991
	Richmond American Homes	Ridge Dr & Route #51, west of City of Charles Town	115	115		May-01	67	2.9	Modeled home, 2,857 square feet finished, \$380,000 included upgrades.	\$220,990 - \$271,901
	Dan Ryan Builders	Ridge Dr & Route #51, west of City of Charles Town	60	60		February-01	60	6.0	Sold Out.	\$180,000 to \$222,000
	Kubic Construction	Ridge Dr & Route #51, west of City of Charles Town	28		28	February-01	28	1.0	Sold Out. Single-Car garage and non-garage townhouse product. 50% mix. 1,800 to 2,300 s.f. finished	\$155,000 to \$160,000
	Kubic Construction	Ridge Dr & Route #51, west of City of Charles Town	26		26	May-01	26	1.7	Sold Out. Duplex product. Incentives: \$2,000 closing help or \$2,000 off gas fireplace/mantle package	\$160,000 to \$191,000
Crosswinds	Dan Ryan Builders	Route #340 South & Route #9	115	115		January-98	115	2.4	Sold Out.	\$137,800 to \$182,900
Hillside	Dan Ryan Builders	Route #340 South & Route #9	25	25		June-00	25	1.6	Sold Out	\$137,800 to \$182,900
Engle Crossing	Custom Home Sites		10			February-01	10	1.0	Sold Out. Custom homesites for sale. 3 1/2 acres to 26 acres from \$65,000. Paved street, underground public utilities. Last lot was 5.141 Acres, \$80,000	\$80,000 (large lots)
Briar Run Estates	Marcus Enterprises	Flowing Springs Road	197	197		January-98	130	2.1	Lots split between 3 builders, average 1/4 acre in size. Not able to obtain lot split for old sections. Sales began January 1998. New 63-lot phase opened 11/01, 14 remain.	\$169,400 - \$185,400
	S & S Homes	Flowing Springs Road							New top-end model added; prices up \$25,000 to \$30,000 over prior section.	\$169,800 - \$205,600
	Cross Homes	Flowing Springs Road							New top-end model added; prices up \$25,000 to \$30,000 over prior section.	\$141,900 to \$155,900
	Marcus Enterprises	Flowing Springs Road							New top-end model added; prices up \$25,000 to \$30,000 over prior section.	\$145,900 to \$205,900

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#### 4. Targeted Buyer Profile(s)

We believe Breckenridge East demographics embrace a young or young-minded to middle-aged buyer. We have defined the three primary buyer types, loosely based on Claritas Microvision profiles:

- 30% Mid-Life Success;
- 60% White Picket Fence;
- 10% Good Family Life.

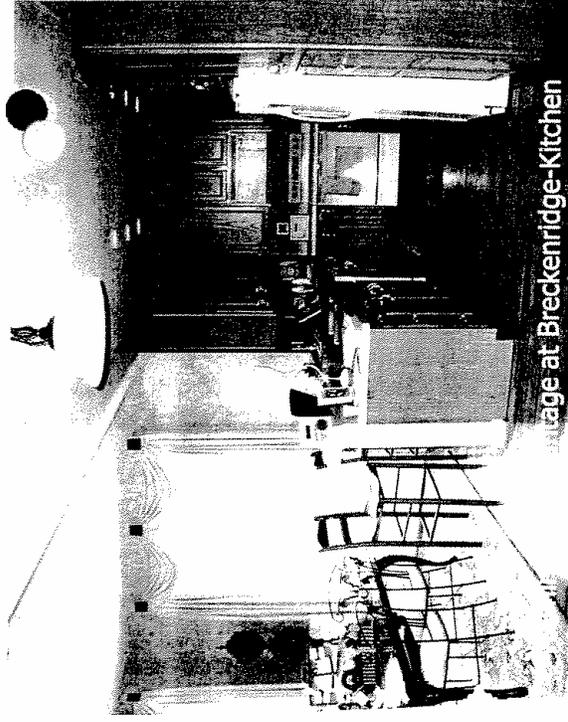
The following table provides lifestyle characteristics for Breckenridge East's potential buyers.

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<b>MID-LIFE SUCCESS</b>	Busy professionals commuting down Route #340 corridor. Swapping a townhouse or older home closer in. Conservative buyers planning for retirement.
<b>Household Income:</b>	\$142,000
<b>Demographics</b>	Exurban families and early empty nesters, aged 30 to 45, one child or none living at home
<b>Lifestyle</b>	Go cross-country skiing, white water rafting.
<b>Retail</b>	Shop at the Charles Town Mall department stores; have one favorite internet retail source
<b>Technology</b>	Have a second phone line, own a fax machine, bank online, use an on-line service on the home PC to access e-mail
<b>Financial</b>	Save or invest every month; use credit cards more than 10 times each month. Saving for retirement
<b>Media</b>	Watch Frasier, read Forbes, Golf Digest and Time

<b>WHITE PICKET FENCE</b>	Young Moving Up Couples and Empty Nesters Approaching Retirement. Families putting down roots. Single-income households with a stay-at-home parent is a buying motivation for this family-oriented prospect.
<b>Household Income:</b>	\$67,000
<b>Demographics</b>	Mid-level white-collar couples, 30 - 39; 55 plus, one to four children or none living at home among empty nesters.
<b>Lifestyle</b>	Jog or walk for exercise. Play softball, go bowling.
<b>Retail</b>	Shop at Home Depot, WalMart and discount chain stores.
<b>Technology</b>	Own a laptop computer.
<b>Financial</b>	Have a home equity loan.
<b>Media</b>	Watch Mad About You, Caroline In The City, Read Automotive magazines, PC Magazine, People.

<b>GOOD FAMILY LIFE</b>	Executive families on one income. Moving up from a small single family home in Jefferson County.
<b>Household Income:</b>	\$84,000
<b>Demographics</b>	Local Executive families, aged 35 - 45, one or two children
<b>Lifestyle</b>	Participate in sports including skiing, racquetball, boating, hiking, golf and own a gas grill.
<b>Retail</b>	Shop at Outlet Malls for designer bargains, buy microwave cookware
<b>Technology</b>	Use a home PC for education and entertainment for children. Use a cellular telephone to regularly keep in touch.
<b>Financial</b>	Hold U. S. Bonds, dividend yield equities, and have a fixed rate mortgage.
<b>Media</b>	Watch Seinfeld, ER, Friends. Read Disney Channel magazine, Ladies Home Journal and Newsweek.



Washington-Advantage at Breckenridge-Kitchen



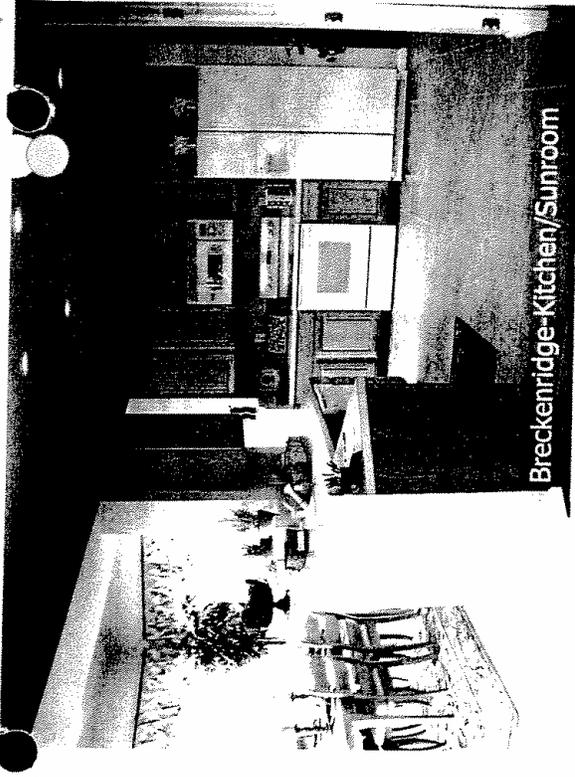
Washington-Advantage at Breckenridge-Living Room thru Dining Room



Washington-Advantage at Breckenridge-Exterior



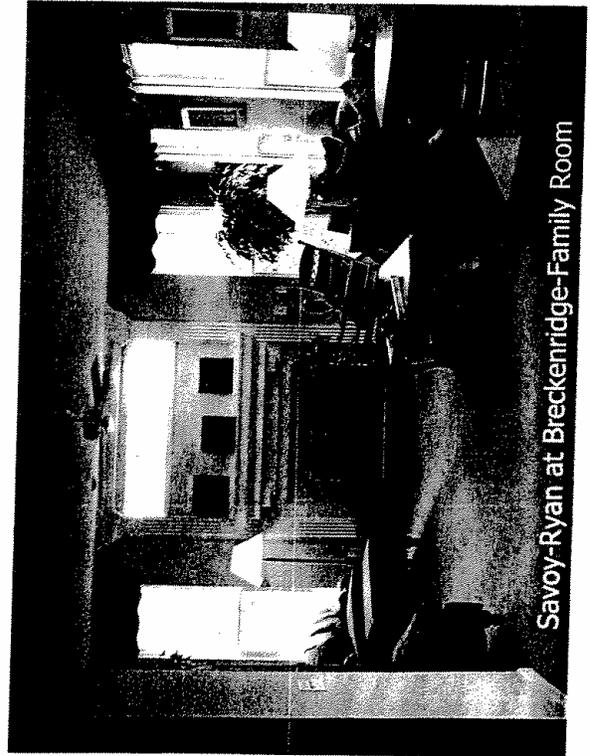
Washington-Advantage at Breckenridge-Sun Room



Breckenridge-Kitchen/Sunroom



Bedroom



Savoy-Ryan at Breckenridge-Family Room



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## D. Suggested Product and Price Positioning

### 1. Product

We reviewed best sellers among the competition. Single-family detached product that offers expansion flexibility appeals to both growing and maturing families.

- ✓ The modeled Princeton II, best seller for Richmond American at Locust Hill gives families a separate library on the main level and five bedrooms upstairs. The modeled home was modified to show a large master suite sitting room adjoining the master bedroom in lieu of the fifth bedroom. Other upgrades in this home include the rear extended library, family room or breakfast and kitchen area. At this \$220,990+ price level, Richmond American includes extra features as standard: island counters in all kitchens, first floor library in most models, dry walled "sculpture niche".
- ✓ Ryan Homes, a perennial market favorite, offers the Courtland and Victoria as corporate best sellers. Best selling upgrades on these plans include a 4' extended family room (\$6,000), morning room off the kitchen (\$19,000), extended island kitchen (\$1,500) and, where lots allow, the side solarium (\$28,000). Models with a first floor library are popular since many buyers work from home at least one day per week.

We believe the audience for Breckenridge East has matured and is looking for "more house" than when this community initially opened three years ago. We suggest a product mix that focuses on plans between 1,800 and 2,900 square feet in the next development phase.

### 2. Target audience

The primary target market includes the local Jefferson County, Loudoun County and Frederick County areas. The primary market area enfolds a radius to 20-miles (refer to the map at the front of this chapter).

Secondary target areas include rentals and townhouse or step-up single-family communities in Fairfax and Prince William Counties in Virginia, Howard and Montgomery Counties in Maryland. The secondary target area enfolds a 20-mile to 30-mile ring surrounding the Breckenridge East site.

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Interviews with new home sales agents and general brokerage offices indicate prospects derive from a broad geography, pulling from a much broader area than most Washington Beltway markets. Direct mail and advertising outreach should target a thirty-mile radius.

Anticipate 50% to 55% of the Breckenridge East buyers to come from Loudoun County and Virginia markets. Montgomery, Frederick County and Maryland markets will comprise 30% to 35% of the Breckenridge East buyers. The local Jefferson County move-up market will generate 10% to 20% of buying audience at Breckenridge East.

Buyers at Breckenridge East will cross a variety of age and income segments. The target audience includes young families stepping out of a townhome and maturing to mid-aged, second move-up families upgrading their lifestyle to a larger and better-featured single-family home. Based on estimated current and projected five-year household growth<sup>11</sup>, the overall market surrounding Breckenridge East can expect the following shift in households.

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<sup>11</sup> Claritas, Inc. 2003 SiteReports. Household Income by Age of Householder segmentation.

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<b>Breckenridge East Market Area Potential: New Household Growth</b>							
Estimated 2002 to 2007 change in total households: 29,380 households							
	Age 15 - 24	Age 25 - 34	Age 35 - 44	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75 and over
0 - 10-mile radius	69	106	-150	724	961	215	137
10 - 20-mile band	358	666	-104	2,887	3,511	909	573
20 - 30-mile band	830	2,593	842	5,786	6,029	1,453	985
Total added new households in Target Market Area	1,257	3,365	588	9,397	10,501	2,577	1,695

Source: Claritas, Inc. 2003. Household Growth

<b>Breckenridge East Market Area Potential: Existing Households, 2002 Estimated</b>							
Estimated 2002 total households: 250,900 households							
	Age 15 - 24	Age 25 - 34	Age 35 - 44	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75 and over
0 - 10-mile radius	914	3,211	4,989	5,214	3,546	2,266	1,686
10 - 20-mile band	3,090	11,320	18,272	17,227	11,927	7,704	6,160
20 - 30-mile band	6,708	28,501	39,316	32,579	20,609	13,781	11,880
Total added new households in Target Market Area	10,712	43,032	62,577	55,020	36,082	23,751	19,726

Source: Claritas, Inc. 2003. Household Growth

<b>Breckenridge East Market Area Potential: Total Existing and Planned Households</b>							
Estimated 2002 total households + projected growth forecasts to 2007: 280,280 households							
	Age 15 - 24	Age 25 - 34	Age 35 - 44	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75 and over
0 - 10-mile radius	983	3,317	4,839	5,938	4,507	2,481	1,823
10 - 20-mile band	3,448	11,986	18,168	20,114	15,438	8,613	6,733
20 - 30-mile band	7,538	31,094	40,158	38,365	26,638	15,234	12,865
Total added new households in Target Market Area	11,969	46,397	63,165	64,417	46,583	26,328	21,421

Source: Claritas, Inc. 2003. Household Growth

### 3. Recommended Standard Features

This market is upgrading for price and product. Given a growing tide of migrants from surrounding jurisdictions, product and price have significant upside growth potential. As residential home values appreciate in surrounding jurisdictions, prices in Jefferson County can increase in relative proportion. Jefferson County remains a compelling market for quality of life, quality education and housing value. We believe these market drivers will fuel steady demand for housing at the Breckenridge East community.

To provide an overview of how product are prices and currently layered in the surrounding markets, we provide the following summary of several building sites offered by Ryan Homes, the most prolific

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builder in the Washington Metropolitan Region, rated number one for overall sales volume over the last decade. Clearly, Jefferson County offers consumers a clear value edge over surrounding markets. In a marketing environment earmarked by spiraling new home prices, expect to find more buyers that are willing to migrate to Jefferson County for more home and better value.

The page that follows summarizes our recommended standard features.

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West Virginia				
Breckenridge Jefferson County, WV 1/4 acre				
Model	Finished			Average Value
	Sq. Ft.	Base Price	Value	
Vienna	1,414	\$ 204,900	\$ 144.91	\$ 116.34
Halifax	1,675	\$ 209,900	\$ 125.31	
Innsbruck	2,130	\$ 219,900	\$ 103.24	
Savoy	1,944	\$ 217,900	\$ 112.09	
Belvedere	1,998	\$ 220,900	\$ 110.56	
Chandler	1,972	\$ 225,990	\$ 114.60	
Dunkirk	2,027	\$ 234,900	\$ 115.89	
Zachary	2,247	\$ 233,900	\$ 104.09	
Locust Hill Jefferson County, WV 1/2 acre plus				
Model	Finished			Average Value
	Sq. Ft.	Base Price	Value	
Bainbridge	2,105	\$ 229,990	\$ 109.26	\$ 103.57
Ravenwood	2,284	\$ 239,990	\$ 105.07	
Victoria	2,234	\$ 249,990	\$ 111.90	
Jefferson	2,680	\$ 259,990	\$ 97.01	
Courtland	2,907	\$ 274,990	\$ 94.60	
Frederick County				
Villages of Urbana Frederick County, MD 1/4 acre & less				
Model	Finished			Average Value
	Sq. Ft.	Base Price	Value	
Belvedere	1,998	\$ 331,990	\$ 166.16	\$ 156.98
Chandler	1,972	\$ 341,990	\$ 173.42	
Ravenswood	2,284	\$ 361,990	\$ 158.49	
Courtland	2,907	\$ 403,990	\$ 138.97	
Avalon	2,935	\$ 433,990	\$ 147.87	
Loudoun County				
Hamilton Estates Loudoun County, VA 1/2 acre plus				
Model	Finished			Average Value
	Sq. Ft.	Base Price	Value	
Oberlin	2,890	\$ 439,990	\$ 152.25	\$ 156.96
Courtland	2,907	\$ 484,990	\$ 166.84	
Avalon	2,935	\$ 494,990	\$ 168.65	
Milford	2,918	\$ 504,990	\$ 173.06	
Waverly	3,189	\$ 504,990	\$ 158.35	
Highgrove	3,694	\$ 524,990	\$ 142.12	
Balmoral	3,893	\$ 534,990	\$ 137.42	
Light Ridge Manor 3-acre plus				
Model	Finished			Average Value
	Sq. Ft.	Base Price	Value	
Jefferson	2,680	\$ 479,990	\$ 179.10	\$ 162.13
Courtland	2,907	\$ 489,990	\$ 168.56	
Avalon	2,935	\$ 499,990	\$ 170.35	
Milford	2,918	\$ 509,990	\$ 174.77	
Waverly	3,189	\$ 509,990	\$ 159.92	
Highgrove	3,694	\$ 529,990	\$ 143.47	
Balmoral	3,893	\$ 539,990	\$ 138.71	

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Project	EXTERIOR	EXTERIOR continued	KITCHEN	POWDER ROOM	CONSTRUCT FEATURES	COMMUNITY		
	Roof Sheathing /116 OSB Roof Shingles 25-year architectural fiberglass Gutters & Downspouts Aluminum Trusses Unknown Soffits and Fascia Wood Front Trim Details Optional Brick to Grade Optional dentil molding, Side, Rear Trim Unknown Front Elevation, Standard Siding standard Front Elevation, Options Shingle, bays, porch front, reverse gables Side, Rear Standard Siding, formed concrete to Elevation Grade, brick optional Side, Rear Elevation, Options Single Foundations, Standard Poured concrete to Grade Foundations, Upgrade None Exterior Elevations Plain Front Standard Exterior Elevation Architecturally Preshelcted Colors Siding Material, Sizing Vinyl, 6" beaded Shutters Standard per elevation Exterior Sheathing Unknown House Wrap Vapor Barrier Unknown Front Stoop Poured concrete Porch Railing - Front Painted pickets and rails to match trim detail Porch Ceiling tongue and groove, painted Lead Walk Concrete Driveway Asphalt Exterior Lamp Coach lamp, brass and black trim Exterior Front Door Coach lamp, brass and black trim Lighting Unknown Upgrades Unknown Front Door Single, Insulated metal continued next column	Entryway detail Covered or arched Standard Top Lights or Side Lights, preselcted Door Knocker Not Available Door Chimes Standard Hardware Pitcher handle Locks Deadbolt Trim Detail Brass kick plate Garage Double, front loaded, Side rear and 3-car optional Metal Insulated Garage Service Door Garage Entry Door Insulated roll-up Windows Vinyl single hung, insulated Tilt-Out Window Details Integral Window Grills Standard Screens French door Rear Egress Optional Rear Patio Optional Rear Deck Optional ENERGY FEATURES HVAC Gas Heat Single Zone HVAC Zones Unknown Wrapped, Insulated Air Ducts Poly Sealant Air Infiltration R-13 Exterior Wall Insulation R-11 Foundation Insulation R-30 Attic Ceiling Insulation Unknown Attic Ventilation Gas Hot Water	Upper Cabinets Standard 42" Wood Cabinet Construction Wood Raised Panel Standard Cabinet Upgrade Arts & Crafts, maple, white, antique Cabinet Knob Upgrade Optional knob, handle, cup pull Cabinet Features Island optional, per plan. Cabinet Feature, Upgrade Unknown Standard Counter Laminate Laminate Counter beveled edge, wood edge, full backsplash Other Counterop Corian, granite, tiled backsplash Refrigerator 20 c.f. sis w/ ice & water Cooktop Gas range, sealed burners Range Hood Vented to exterior Oven Hi-Lo single over/range combo, gas self-clean Microwave Optional knob, handle, cup pull Sink double bowl Sink Upgrade Unknown Faucet one-touch faucet Faucet Upgrade Unknown Dishwasher sound insulated multi-cycle Disposal high capacity Appliance Color White, Almond Kitchen Floor Laminate standard, opt ceramic & wood	Water Closet Upgrade Standard bowl Vanity 36" tall white Vanity Upgrades Optional Fixures Double lever brass and chrome Fixture Upgrades Optional Tub/Shower Wall Surround Ceramic tile Tub Soaking tub Tub Upgrade Jetted tub Tub Fill Unknown Shower Separate 48" Shower Options Unknown Vanity Top Cultured marble Vanity Top Upgrade Unknown Bath Floor 6X6 Ceramic tile Bath Floor Upgrade Optional Lighting Decorative over sinks Sink Double, separated Sink Upgrade Unknown Mirrors Full vanity mirror & mirrored med cab	Water Closet Upgrade Standard bowl Vanity 36" tall white Vanity Upgrades Optional Fixures Double lever brass and chrome Fixture Upgrades Optional Tub/Shower Wall Surround Ceramic tile Tub Soaking tub Tub Upgrade Jetted tub Tub Fill Unknown Shower Separate 48" Shower Options Unknown Vanity Top Cultured marble Vanity Top Upgrade Unknown Bath Floor 6X6 Ceramic tile Bath Floor Upgrade Optional Lighting Decorative over sinks Sink Double, separated Sink Upgrade Unknown Mirrors Full vanity mirror & mirrored med cab	Floor Truss Unknown Sub-Floor Material Unknown Framing Unknown Electric Service, Wiring Underground, Ground Fault STD- Exterior, Baths Electric AMP Service Unknown Exterior Ventilation Unknown Sump Unknown Water Supply Public, CPVC Smoke Detectors one Standard each floor SECONDARY BATHS Water Closet Standard bowl Vanity White Fixtures Double lever chrome Fixture Upgrades Optional Tub/Shower Steel 5 tub/shower combo Tub/Shower Wall Surround Ceramic tile Vanity Top Cultured marble Bath Floor 6X6 Ceramic tile Lighting Decorative over vanity Sink Single Mirrors Full width, 36" X, 36" minimum	Standard foyer, DR, optional elsewhere Crown Molding 4-panel Colonial Doors, Handles 3 1/4 Base Moldings, 1st Floor 3 1/4 Base Moldings, 2nd Floor 3 1/4 Finished Openings, Yes, Doors and Window casings Chair Rail Optional Stair Detail: Tread Pine box, Oak rail, Paint (Rear, Rail), Pickets Rear Stair Detail Not Available Bsmt Stair Detail: Pine box, Pine oval w/ mounted rail First floor ceiling height Nine foot Second floor ceiling height Eight foot Basement ceiling height Eight foot SSI In foyer, family room kitchen LR, DR, Stairs, Upper Level Carpeting Carpet Padding Unknown Lighting Polished Brass, Foyer, Dining room Ceiling Fan Optional Ceiling Finish Flat Pantry Standard Linen Closet Standard Bedroom Closets Standard Wire Mesh Interior Wall Paint Flat, Two tone options Interior Trim Paint Semi-gloss Fireplace Optional wood burnin or gas in family room Fireplace Mantel Optional Fireplace Surround Slate hearth & surround	COMMUNITY PUD Amenities Open Space HOA Fee/Monthly Not set

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#### 4. Base Price Recommendations and absorption potential

Based on historic trends, individual product line absorption is accelerating even as prices climb. Current communities capture 1.9 to 4.0 sales monthly. Conservatively, we believe 2 to 3 sales monthly per product line are achievable at Breckenridge East. Two to three actively marketing product lines in this community could comfortably produce 72 to 108 sales annually. This would result in a 7-year build-out for the Breckenridge East community.

We offer the following as a guide for positioning in the next development phase, using Advantage Homes models as an example:

Upcoming Development Mix: Advantage Homes				
Model	Breckenridge		1/4-acre lots	Comments
	Base Price	Sq. Ft.	Finished \$/ Sq. Ft.	
McKinley	\$220,500	1,872	\$117.79	
Washington	\$225,500	1,912	\$117.94	
Buchanan	\$230,900	2,020	\$114.31	
Monroe	\$235,900	1,805	\$130.69	1st fir MBR
New Plan	\$257,900	2,450	\$105.27	
Somerset	\$277,900	2,700	\$102.93	

#### 5. Options and Upgrades

Set a balance between scaled-down entries and upgraded product that Advantage Homes and Ryan Homes (the current builders in Breckenridge) might offer in Montgomery or Loudoun County. Siding front, a basic kitchen package are appropriate for the product's base line. Carpeting and flooring, counters and appliances, fireplace upgrades are the most popular upgrades. Leave room for these options at a larger profit margin. Upgraded bath fixtures, gourmet kitchens, moldings, ceiling details (tray ceilings), expansion space (rear breakfast room or morning room is most popular), finished lower levels are next in line. Discretionary items include additional crown, chair rail and upgraded base moldings, upgraded fixtures, knobs and hardware throughout, oak stairs with painted riser. This conservative market spends carefully for upgrades and extras. Features that add space and enhance function sell easily. By value, upgrades range an estimated 15% to 25% on top of the base sales price of a home. For homes priced \$250,000 on average, anticipate the extras to range \$35,000 to \$60,000.

**2007 Update *Breckenridge East*****Exhibit F-1**

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*Jefferson County Residential Summary  
Prepared for Pleasants Development Company  
For the Breckenridge Single Family Community*

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Jefferson County Residential Summary

There are fewer consumers looking for a home in Jefferson County and most home shoppers search out value opportunities, whether opting for a new home or looking at the area's resale homes. Depressing traffic numbers locally, lower prices on new and resale homes across the metro Washington region encourages more shoppers to look for a home in the closer-in suburbs. Higher energy costs that drive up the cost of commuting to D.C.'s employment hubs also dampens demand for homes locally. Resales and new homes are affected equally.

Residential resale volume is down 24% for the year to date on prices that are 15% lower on average. Current resale inventory represents a 17-month backlog, with homes taking an average 125 days to market.

The biggest decline in resale volume and prices occurred on townhomes. Detached home prices fell a smaller 3% over the year. Currently, there is a 21-month backlog of resale single family homes in inventory according to the latest monthly statistics published by MRIS, Inc. Over \$300,000, current inventory accounts for a 27-month backlog. In today's market scenario, resales of recently built homes compete directly with new homes.

In the local Charles Town submarket, there are 150 actively marketing homes that are five years old or newer. Just over one half of all recently built homes are positioned \$300,000 to \$400,000. Slightly more than one in ten residential listings is positioned below \$300,000. The affordable below \$300,000 niche is where several of the area's new home builders now position their advertised price leaders.

Jefferson County's new home sales represented a slim 2.2% to 2.4% of the metro region's overall new home sales between 2003 and 2005. As new home sales contracted in 2006, Jefferson County's share of sales grew to 2.7% even though total sales numbers fell. Attainable ownership opportunities limited Jefferson County's sales decline. Then and now, affordability stands out as the leading impetus for new home sales.

New home sales today average one to two net sales monthly at most single-family communities. Most sites also have at least one immediately available spec home for sale. Spec homes resulted from cancellations on prior year sales where move-up buyers were either unable to sell their existing homes or unable to qualify for a new home mortgage in today's tighter lending climate.

Affordability and attainable ownership continue to drive new and resale homes in Jefferson County. New home builders that were positioned from the mid-\$300,000s have either retooled their home offering to introduce smaller and lower priced homes or have directly lowered prices on existing home plans. 2007 price reductions of \$30,000 to \$40,000 are common.

Today's single-family detached new homes in the Charles Town area average \$318,985 in price, 2,508 square feet in size, and establish the area's average values between \$119 and \$125 per square foot. Today's consumers are value-oriented and incentives are significant market drivers. This market's discounts are no different than those tabbed across the Washington region, however. Heavy sales discounts are established by the region's large volume National builders, many of whom are active in the local Charles Town and Jefferson County new home market. The area's leading communities and new home builders offer half off options with no limit. Additional incentives are typically available, \$10,000 cash toward closing expenses at most sites we surveyed.

Our new home forecast for Jefferson County 2007 single-family sales is on par with 2006 net totals. Lower prices and deeper selling discounts should keep Jefferson County's new homes on an even pace, around 212 net sales for the year. At a six year average sales pace of 260 single-family homes, the Jefferson County market offers a six-year supply of new homes. We note, however, that by the first of 2008, there will be just 11 actively marketing single-family sites that will have more than 12 homes remaining for sale. The number of communities with a year of more of active inventory to sell totaled 12 sites as of the first of this year; actively marketing sites will be slightly reduced.

### Residential Resale Trends

From market statistics compiled by MRIS, Inc. through first quarter 2007, average prices in Jefferson County declined 7% to 20% over the year with prices down most sharply in the 25430 and 25438 zip codes. Sales discounts in the area currently range 3% to 11% with a weighted average of 9.5% across the county.

Early 2007 job losses in Jefferson County stymied residential performance, adding to the inventory backlog and with more homes to market, pushed the average days on market to 117 as of March. At the end of the second quarter, Jefferson County's inventory on the multiple list service totaled a 17-month backlog of homes.

First quarter sales volume declined 17% over the year with year-to-date sales volume through June down 24% over the year. Higher fuel costs and declining resale prices across the metro region have impacted the local residential market. There are fewer home shoppers in Jefferson County today and those actively looking are searching for value opportunities. As of the latest June statistics, the average days on market has stretched further to 125 days.

Relative to other jurisdictions in the surrounding Washington metro region, Jefferson County continues to represent a value opportunity. Average prices are \$75,000 below Frederick County's average, and are half the average cost of a home in Loudoun, Fairfax or Montgomery County. Jefferson County continues to offer a substantial dollars for distance buying incentive.

Regional Residential Sales Trends First Quarter 2007 Housing Activity						
	# Homes Sold	Average Sales Price	# of New Homes Built	# of Homes on the Market	# Months' Inventory Backlog	Average Days on Market
<i>Suburban Northern Virginia</i>						
Loudoun County, VA	1,231	\$502,100	374	3,751	9.1	83
Fairfax County, VA	3,388	\$522,000	174	7,868	7.0	75
<i>Suburban Maryland</i>						
Frederick County, MD	678	\$348,400	78	2,009	8.9	84
Montgomery County, MD	2,562	\$525,200	297	5,673	6.6	71
<i>Eastern Panhandle, WV</i>						
Jefferson County, WV	116	\$276,900	55	662	17.1	117
Berkeley County, WV	295	\$216,500	183	1,454	14.8	110
Mineral County, WV	27	\$148,700	11	164	18.2	96

Source: 2007 MRIS, Inc. and NAR. Compiled by Pitheon Marketing Productions, LLC

The latest MRIS, Inc. residential trends are shown below.

Jefferson County MRIS Summary Information								Year to Date Statistics	
	Year-End Statistics							Year to Date Statistics	
	2000	2001	2002	2003	2004	2005	2006	Jun-06	Jun-07
Total Sold	578	688	667	798	929	936	734	286	220
Average Sold Price	\$ 144,852	\$ 152,830	\$ 172,641	\$ 213,392	\$ 248,415	\$ 310,794	\$ 299,416	\$ 320,103	\$ 284,247
Median Sold Price	\$ 130,000	\$ 136,500	\$ 150,000	\$ 190,000	\$ 228,500	\$ 286,500	\$ 289	\$ 274,950	\$ 270,000
Annual Price Increase, Average Sold Price	n/a	5.51%	12.96%	23.60%	16.41%	25.11%	-3.66%	n/a	-11.20%
Average Days on Market	135	90	85	73	61	50	75	83	125
Average List Price	\$ 150,103	\$ 157,991	\$ 178,202	\$ 221,155	\$ 256,201	\$ 320,223	\$ 321,981	\$ 363,334	\$ 309,372
Average Sales Price % of Average List Price	96.50%	96.73%	96.88%	96.49%	96.96%	97.06%	92.99%	88.10%	91.88%
# of Months Supply, Active	5.3	3.9	4.3	3.3	2.9	5.6	9.2	11.9	17.2
Total Active Listings	256	221	241	221	221	440	560	679	758
<b>Detached Products Only</b>									
Total Sold								June Cumulative	
Average Sold Price - Detached	\$ 148,200	\$ 154,773	\$ 174,252	\$ 219,699	\$ 252,615	\$ 318,372	\$ 308,587	\$ 336,924	\$ 326,628
Annual Price Increase, Average Sold Price	n/a	4.44%	12.59%	26.08%	14.98%	26.03%	-3.07%	n/a	-3.06%
Total sold, all price ranges	530	639	598	418	449	469	652	254	190
Total Sold Over \$300,000	20	24	39	108	243	406	316	158	96
% Sold Over \$300,000	3.8%	3.8%	6.5%	25.8%	54.1%	86.6%	48.5%	62.2%	50.5%
<b>Detached Product Only Active Listings</b>									
# Active Listings, all prices								June Cumulative	
# Active Listings, all prices	236	189	217	201	196	399	490	604	679
# Months Active Inventory	5.3	3.5	4.4	5.8	5.2	10.2	9.0	14.3	21.4
Total Listed Over \$300,000	34	33	56	68	115	281	298	411	432
% Sold Listed \$300,000	14.4%	17.5%	25.8%	33.8%	58.7%	70.4%	60.8%	68.0%	63.6%
>\$300K # Months Inventory	20.4	16.5	17.2	7.6	5.7	8.3	11.3	15.6	27.0

Source: MRIS, Inc. July 2007. Compiled by Pitheon Marketing Productions, LLC

Buyers have grown more cautious with regard to price, opting for more affordable homes. In the latest summary of single family sales, 50% of all detached homes sold over \$300,000, down from 62% a year ago.

Average sold prices declined 11% over the year to \$294,247. 2006 average prices declined 4% from 2005's peak of \$210,794.

The biggest pricing downdraft was on area townhomes. Single family detached homes declined a smaller 3% over the year with 2006 prices eroding a slim 3% from 2005's \$318,372 peak.

Overall inventory of detached homes currently represents a 21-month backlog; this is up from a 15-month backlog one year ago. This jurisdiction offered minimal inventory until 2005.

The average days on market has grown with inventory levels. Between 2000 and 2005, Jefferson County's backlog of saleable inventory was less than 260 homes. Inventory spiked to 440 homes in 2005, growing to 560 homes by 2006 and standing at 758 homes as of the latest June summary. Concurrently, average days on market climbed from under three months to just over four months by June 2007.

In today's sales climate, resales compete directly with new home sales. The following summarizes residential availability in Charles Town for single-family detached homes built 2000 and later. Just over one half of all recently built new homes for sale in the Charles Town market are positioned \$300,000 to \$400,000. 12% are affordably niched under \$300,000. At the top end, homes are widely available to \$450,000. Availability thins out sharply beyond \$450,000.

Jefferson County, West Virginia													
Market Activity by Price Point													
Charles Town Submarket													
\$ 199,999 and Less	\$ 200,000 - 249,999	\$ 250,000 - 299,999	\$ 300,000 - 349,999	\$ 350,000 - 399,999	\$ 400,000 - 449,999	\$ 450,000 - 499,999	\$ 500,000 - 549,999	\$ 550,000 - 599,999	\$ 600,000 - 699,999	\$ 700,000 - 799,999	\$ 800,000 and Over	All Price Points	
New & Recently Built Homes, 5-Years Old & Newer													
1	7	10	44	42	22	10	4	4	1	0	5	150	

Source: MRIS, Inc., August, 2007. Compiled by Pitheon Marketing Productions, LLC

Breckenridge's active listings fall in the most active segment of the market, between \$300,000 and \$400,000. The average price for homes listed is currently \$352,973. Current listings were built between 1996 and 2005.

Breckenridge							
Active Residential Listings							
Address	Asking Price	# BR	# BA	# Gar	Yr Blt	Lot Size	
63 Walker Court	\$ 439,900	4	4	2	2005	0.27	
146 Hanoverian Dr	\$ 399,000	5	4	2	2004	0.24	
392 Barrel Horse Dr	\$ 369,000	4	4	2	2004	0.31	
130 Kimberwicke Dr	\$ 357,000	4	4	2	2002	0.34	
15 Pelham Ln	\$ 349,900	4	4	2	1999	0.29	
118 Pommel Ln	\$ 349,900	3	3	2	2003	0.25	
129 Pommel Ln	\$ 339,000	4	3	2	2003	0.26	
26 Walker Ct	\$ 334,000	4	3	2	2004	0.31	
58 Buckskin Ct	\$ 332,000	4	4	2	2002	0.32	
67 Kimberwicke Dr	\$ 313,000	4	4	2	2002	0.25	
303 Barrel Horse Dr	\$ 299,999	4	3	2	1996	0.17	
<b>Averages</b>	<b>\$ 352,973</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>2002</b>	<b>0.27</b>	

Source: MRIS, Inc. Compiled by Pitheon Marketing Productions, LLC

### New Home Trends

Jefferson County's single-family sales represent a small segment of new home activity across the overall Washington Metropolitan region. Jefferson County's market's peak tabbed between 2003 and 2004. Timing for the market's peak coincided with rapid price increases in surrounding jurisdictions, squeezing affordability. Jefferson County and adjoining Berkeley County gained notoriety for their stock of attainable new homes. Jefferson County's new home sales declined beginning in 2005 with limited availability to sewer and water sharply curtailing local sales; Washington Metropolitan area new home sales peaked one year later in 2005. In spite of slipping sales numbers, Jefferson County's market share increased in 2005 and 2006. In a residential sales climate where sales have fallen across the metropolitan region, higher affordability of Jefferson County's new homes caused a smaller percentage decline in new home sales. Attainable ownership opportunities continue to drive 2007 new home demand in Jefferson County.

ANNUAL NET SALES AND MARKET SHARE TOTALS					
	2002	2003	2004	2005	2006
(All Submarket Areas)	Net Sales				
Jefferson County Single Family Homes	247	343	311	250	212
Percent of Metro Region	1.2%	2.4%	2.2%	2.3%	2.7%

Source: Project Summary Report, Hanley Wood Market Intelligence, 2001 - 2006.

Compiled by Pitheon Marketing Productions, LLC

For the current year:

- New home sales average one to two net sales monthly at most communities.
- Prospect traffic has slowed for the summer and currently averages two to six groups per week.
- New home sales are largely driven by incentives that generally enfold half off options with no limit. Large volume builders including Beazer Homes, K. Hovnanian Homes, Richmond American Homes and Ryan Homes set the benchmark for price and incentives.
- Base asking prices have been reduced \$30,000 to \$40,000 on communities that had been positioned from the mid-\$300,000s. Retooled product offerings allow home shoppers to enter the Jefferson County new home market from the \$200,000s.
- Entry townhomes and step-up detached homes reportedly see higher traffic and lower cancellation rates.

- Move-up buyers here, as in other jurisdictions across the Washington Metro region, struggle to sell their existing homes. Cancellation rates are higher this year, adding to inventory levels.
- New home inventory is higher over the year. Most communities in the Charles Town region have one to four spec homes available for sale. These resulted from cancellations on prior sales.
- Average Charles Town area single-family detached prices range \$219,990 to \$399,990 and average \$318,985.
- Charles Town area single-family homes range 1,665 to 3,756 square feet in size, and average 2,608 square feet in size, establishing the area's average values between \$119 and \$125 per square foot.

## Jefferson County, West Virginia New Homes

Project		Open Date	Planned Units	2006 Sold	2006 Pace	YTD* Total 2007 Sales	2007 Pace	Projected 2007 Sales	Overall Sales Rate	Estimated Jan. 2008 Unsold Units	Average Lot Size
<i>Central: Charles Town / Ranson / Leestown submarkets</i>											
<i>Charles Town</i>											
Preserve at Barley Wood	Dan Ryan Builders	11/11/06	54	5	3.0	9	1.8	18	2.1	31	13,680
<i>Kearneysville</i>											
Chapel View	Richmond American Homes	3/1/04	106	17	1.4	19	3.8	32	2.1	12	26,300
Quarter Farm	Dan Ryan Builders	1/10/06	17	11	0.9	2	0.4	6	0.8	0	130,680
<i>Ranson</i>											
Fairfax Crossing / Lakeland Place / Executive Series	Ryan Homes	7/1/06	63	5	0.8	6	1.2	12	1.0	44	8,000
Fairfax Crossing / Lakeland Place / Neo Traditionals	Ryan Homes	6/25/05	100	23	1.9	2	0.4	4	2.4	43	5,500
<i>Northeast: Harpers Ferry / Shepherdstown / Shenandoah</i>											
<i>Charles Town</i>											
Beallair / Manor Homes	Wormald Companies	1/19/07	273	n/a	n/a	12	2.7	22	2.7	251	12,000
Shenandoah Springs	Gemcraft Homes	5/1/06	250	8	1.0	10	2.0	18	1.4	224	6,000
Demory Farm	Richmond American Homes	7/6/05	73	14	1.2	7	1.4	14	1.8	24	10,890
Briar Run	Marcus Enterprises	1/1/07	12	n/a	n/a	4	0.8	8	0.8	4	4,700
Harvest Hills	Arcadia Building Company	9/25/05	359	0	0.0	1	0.2	2	0.1	357	10,850
<i>Harpers Ferry</i>											
Sheridan Estates	K. Hovnanian Homes	1/1/04	170	11	0.9	0	0.0	1	0.9	131	15,500
<i>Shepherdstown</i>											
Maddex Farm	Ryan Homes	9/30/03	202	23	1.9	6	1.2	13	3.2	54	11,000
Deerfield Village / Arista Series	Brookfield Homes	1/7/05	48	12	1.0	3	0.6	4	1.6	0	10,890
Colonial Hills	Beazer Homes	6/2/06	15	7	1.0	-2	-0.4	1	0.5	10	10,890
<i>South: Summit Point / Shannondale / Middleway</i>											
<i>Charles Town</i>											
Huntfield	K. Hovnanian Homes	4/15/03	127	20	1.7	11	2.2	12	2.5	0	18,500
Spruce Hill North	Dan Ryan Builders	2/2/06	100	21	1.9	10	2.0	20	1.9	59	21,780
Huntfield	Ryan Homes	6/1/06	25	3	0.4	7	1.4	14	0.8	8	8,000
Norborne Glebe	Arcadia Building Company	10/1/03	400	17	1.4	1	0.2	2	1.3	344	22,000
Craighill Estates	Arcadia Building Company	2/1/05	44	11	0.9	1	0.2	2	1.1	12	10,890
<i>Rippon</i>											
Ryan's Glen	Dan Ryan Builders	5/14/07	12	n/a	n/a	2	3.4	7	3.4	5	87,556
<i>Jefferson County, West Virginia New Homes</i>			2,450	212	1.2	111	1.2	212	2	1,613	

Source: Hanley Wood Market Intelligence, January to December 2006 Sales; January to May 2007 Sales. Communities sorted by submarket, by YTD Total 2007 Sales.

\* Year-to-date Sales Compiled through MAY.

Individual community summaries follow for the area's leading builders and top selling communities:

Chapel View – Richmond American Homes

Located in Kearneysville, just north of Charles Town. Current 2007 absorption averages 3.8 net sales monthly, the top seller in today's Jefferson County market. Chapel View is positioned on large one-third to half-acre lots. There are four homes available for quick delivery, all with substantially reduced sales prices. On to be built homes, incentives include \$35,000 toward options. All buyers receive \$10,000 toward closing expenses.

Chapel View Richmond American Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Dayton II	\$ 319,990	3,300	4	3.5	2	spec home	\$ 96.97
Madison	\$ 271,990	2,324	4	2.5	2		\$ 117.04
Essex	\$ 283,990	2,270	4	2.5	2		\$ 125.11
Princeton I	\$ 288,990	2,299	4	2.5	2		\$ 125.70
Dayton II	\$ 288,990	2,473	4	2.5	2		\$ 116.86
Newton II	\$ 303,990	2,658	4	2.5	2		\$ 114.37
Avery	\$ 306,990	2,078	3	2	2	ranch plan	\$ 147.73
Stanford I	\$ 308,990	2,566	4	2.5	2		\$ 120.42
Stanford II	\$ 313,990	2,700	4	2.5	2	model	\$ 116.29
Princeton II	\$ 313,990	2,610	5	2.5	2		\$ 120.30
Community Average	\$ 300,190	2,528	3-5	2.0-2.5	2		\$ 120.08

Colonial Hills – Beazer Homes

Located in Shepherdstown, asking prices for to be built homes are clustered in the low to mid-\$300,000s. Homes are well valued though Beazer's homes do not include a small introductory plan that brings asking prices below the \$300,000 threshold. Currently, there is one home available for immediate delivery. With 7 homes sold last year, two cancellations resulted this year, leaving 10 homes for sale. On the available quick delivery home, the sales price has been reduced \$45,000. On to be built homes, buying incentives are half off options with no limit. The promotion reflects Beazer's corporate incentive program for July, extended into August.

Beazer has just a handful of singles at Colonial Hills, 15 in total. The marketing focus for this community has been selling the 60 townhomes. Prices on Beazer's townhomes have been reduced \$40,000, now marketing from \$199,990.

Colonial Hills Beazer Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Prescott II	\$ 289,990	2,667	4	2.5	2	spec home	\$ 108.73
Calvert	\$ 329,990	2,571	4	2.5	2		\$ 128.35
Prescott II	\$ 339,990	2,630	4	2.5	2		\$ 129.27
Windsor II	\$ 355,990	2,964	4	2.5	2		\$ 120.10
Community Average	\$ 328,990	2,708	4	2.5	2		\$ 121.62

Demory Farm – Richmond American Homes

Located in Charles Town, off Route #9 and #340, convenient for a Northern Virginia commuter. Positioned \$10,000 higher on comparable models than Richmond American's best selling Chapel View community, homesites in this community average a smaller quarter-acre in

size. Base asking prices are \$40,000 lower since this past January. There are currently four homes available for quick delivery, all with substantially reduced sales prices. On to be built homes, incentives include \$30,000 to options. All buyers receive \$10,000 toward closing expenses.

Current prospect traffic is reportedly quite slow, averaging 3 to 5 groups per week.

Demory Farm Richmond American Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Princeton II	\$ 349,990	3,300	5	3.5	2	spec home	\$ 106.06
Van Buren	\$ 309,990	2,395	4	2.5	2		\$ 129.43
Dayton II	\$ 314,990	2,473	2	2.5	2		\$ 127.37
Avery	\$ 317,990	2,078	3	2	2	ranch plan	\$ 153.03
Stanford I	\$ 318,990	2,566	4	2.5	2		\$ 124.31
Stanford II	\$ 323,990	2,700	4	2.5	2		\$ 120.00
Princeton II	\$ 328,990	2,610	5	2.5	2	model	\$ 126.05
Waterfird II	\$ 336,990	2,712	4	2.5	2		\$ 124.26
Overton III	\$ 340,990	2,760	4	2.5	2		\$ 123.55
Community Average	\$ 326,990	2,622	3-5	2.0-2.5	2		\$ 126.01

#### Huntfield – K. Hovnanian Homes

Located at the southern side of the Charles Town market. K. Hovnanian Homes is a lead builder in this neo-traditional community. Current year absorption averages 2.2 net sales monthly, nearly on par with last year's performance.

Current incentives include half off options with no limit and \$10,000 cash contribution toward closing. Incentives for K. Hovnanian are comparable across all communities corporately, publicized as a Christmas in July promotion. With slow sales in July netting just one contract, this generous incentive program will continue through August.

Average traffic to Huntfield has slowed. The on-site manager indicates current July volume averages just 2 to 3 prospect groups per week.

There are currently four homes available for immediate delivery. All are the result of cancellations from last year's sales. Cancellations result from buyers who are unable to sell their existing homes.

Huntfield K. Hovnanian Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Savannah I	\$ 354,900	2,570	4	2.5	2	spec home	\$ 138.09
Annapolis I	\$ 369,990	2,856	4	3.5	2	spec home	\$ 129.55
Charleston I	\$ 369,990	2,796	4	2.5	2	spec home	\$ 132.33
Charleston I	\$ 387,803	3,600	4	3.5	2	spec home	\$ 107.72
Hyde Park	\$ 274,990	1,944	3	2.5	2		\$ 141.46
Lincoln Park	\$ 299,990	2,118	4	2.5	2		\$ 141.64
River Forest	\$ 309,990	2,292	4	2.5	2		\$ 135.25
Savannah I	\$ 329,990	2,570	4	2.5	2		\$ 128.40
Charleston I	\$ 335,990	2,796	4	2.5	2		\$ 120.17
Annapolis I	\$ 349,990	2,856	4	2.5	2		\$ 122.55
Community Average	\$ 338,362	2,640	3	2.5	1		\$ 129.72

### Fairfax Crossing / Lakeland Place / Neo-Traditional Series – Ryan Homes

Located in Ranson near the Breckenridge community. Positioned on scaled down 5,500 square foot lots, Ryan's neo-traditional series features optional rear-loaded garages. Current 2007 absorption averages 0.4 net sales monthly. Special incentives for Ryan include half priced options with no limit.

Fairfax Crossing - Carriage Series (Neo-Traditional Lots) Ryan Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Mellville	\$ 274,990	1,997	4	2.5	0	2-car rear	\$ 137.70
Fitzgerald II	\$ 294,990	2,300	4	2.5	0	loaded	\$ 128.26
Michener II	\$ 314,990	2,552	4	2.5	0	garage optional	\$ 123.43
Community Average	\$ 294,990	2,283	4	2.5	0		\$ 129.80

### Fairfax Crossing / Lakeland Place / Executive Series – Ryan Homes

Ryan's Executive Series at Fairfax Crossing features a newly added Dunkirk plan, offering a compact 3-bedroom rendition to bring introductory prices closer to \$300,000. The Springbrook ranch plan was also added to appeal to local empty nester buyers.

At the close of last year, Ryan's offering featured plans ranging 2,100 to 2,900 square feet in size, \$379,990 to \$419,990. With a complete plan revamp, average base asking prices have been pared back \$60,000.

Current incentives include half off all options with no limit. Year to date sales average 1.2 net sales monthly.

Fairfax Crossing is a tiered planned community offering small lot singles, these standard lot singles and townhomes. There is a planned pool and clubhouse and amenities include tot lots and community sidewalks.

Fairfax Crossing - Executive Series							
Ryan Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Dunkirk	\$ 319,990	1,980	3	2.5	2		\$ 161.61
Victoria	\$ 334,990	2,439	4	1.5	1		\$ 137.35
Springbrook	\$ 334,990	1,852	3	2.5	2	ranch plan	\$ 180.88
Courtland	\$ 344,990	2,877	4	2.5	2		\$ 119.91
Community Average	\$ 333,740	2,287	3-4	1.5-2.5	1-2		\$ 149.94

### Maddex Farm – Ryan Homes

Located in Shepherdstown. Opened in the fall of 2003, this stands out as a top performer in the Jefferson County new home market. Current year absorption averages 1.2 net sales monthly, off from last year's 1.9 net monthly place.

At the top end, 2007 prices were trimmed \$20,000 since the first of this year. Prices on the smaller homes were reduced \$10,000. The Halifax and Springbrook plans were added to the product mix this year. With advertised introductory prices on the Halifax beginning at \$219,990, this is the most affordable single-family community in the Jefferson County market.

Current incentives include half priced options with no limit. There are no spec homes currently in inventory.

Maddex Farm							
Ryan Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Halifax	\$ 219,990	1,665	3	1.5	1		\$ 132.13
Savoy	\$ 239,990	1,944	4	2.5	2		\$ 123.45
Zachary	\$ 259,990	2,249	4	2.5	2		\$ 115.60
Springbrook	\$ 267,990	1,852	3	2.5	2	ranch plan	\$ 144.70
Victoria	\$ 269,990	2,439	4	2.5	2		\$ 110.70
Courtland	\$ 284,990	2,877	4	2.5	2		\$ 99.06
Waverly	\$ 299,990	3,189	4	2.5	2		\$ 94.07
Avalon	\$ 309,990	2,935	4	2.5	2		\$ 105.62
Community Average	\$ 269,115	2,394	3-4	1.5-2.5	1-2		\$ 115.67

### Sheridan Estates – Richmond American Homes

Located in Harper's Ferry, this community is convenient for a commuter traveling to Maryland heading east along Route #340. Sheridan is currently selling from Huntfield, located at the south side of the Charles Town submarket.

K. Hovnanian currently offers one home for quick delivery. Resulting from a prior sale, the asking price has been reduced; upgraded features include a brick front, upgraded kitchen and hardwood flooring.

Sheridan Estates							
K. Hovnanian Homes							
Plan	Base Price	Size	# BR	# BA	Gar	Comments	Value
Thomas Jefferson	\$ 399,990	3,148	4	2.5	2	spec home	\$ 127.06
Patrick Henry	\$ 339,990	2,806	4	2.5	2		\$ 121.17
Revere	\$ 339,990	2,806	4	2.5	2		\$ 121.17
Thomas Jefferson	\$ 364,990	3,148	4	2.5	2		\$ 115.94
Andrew Jackson	\$ 372,990	3,300	4	2.5	2		\$ 113.03
James Madison	\$ 389,990	3,756	4	2.5	2		\$ 103.83
Community Average	\$ 367,990	3,161	2-3	2.5	1-2		\$ 117.03

**Letter from DNR *Breckenridge East***

**Exhibit G**



**DIVISION OF NATURAL RESOURCES**

**Wildlife Resources Section**

**Operations Center**

**P.O. Box 67**

**Elkins, West Virginia 26241-3235**

**Telephone (304) 637-0245**

**Fax (304) 637-0250**

**May 30, 2007**

**Joe Manchin III**  
*Governor*

**Frank Jezioro**  
*Director*

Ms. Annette van Hilst  
Dewberry & Davis, LLC  
P.O. Box 35  
Charles Town, WV 25414

Dear Ms. van Hilst:

We have reviewed our files for information on rare, threatened and endangered (RTE) species and sensitive habitats for the area of the proposed Breckenridge East subdivision near Halltown, Jefferson County, WV.

We have no known records of any RTE species within the project area; however the National Wetlands Inventory map indicates that wetlands are associated with Flowing Spring Run on the southern edge of the property. The Wildlife Resources Section knows of no surveys that have been conducted in the area for rare species or rare species habitat. Consequently, this response is based on information currently available and should not be considered a comprehensive survey of the area under review.

In addition, this response may fulfill your obligation for a permitting process for the presence of RTE species at the state level. This response and/or the data provided does not constitute an approval by the Division of Natural Resources (DNR) to proceed with a project without satisfying any and all additional required permits or approvals from DNR or other local, state or federal agencies.

Thank you for your inquiry, and should you have any questions please feel free to contact me at the above number, extension 2048. Enclosed please find an invoice.

Sincerely,

Barbara Sargent  
Environmental Resources Specialist  
Natural Heritage Program

enclosure

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207-515

Letter from the JC Health Department *Breckenridge East*

Exhibit H

Jefferson County Health Department

ROSEMARIE CANNARELLA, M.D., M.P.H.  
HEALTH OFFICER



1948 WILTSHIRE ROAD, SUITE 1  
KEARNEYSVILLE, WV 25430  
ENVIRONMENTAL: (304) 728-8415  
FAX: (304) 728-3314  
MEDICAL: (304) 728-8416  
FAX: (304) 728-3319

May 31, 2007

Annette van Hilst RA  
Dewberry & Davis LLC  
P O Box 35  
Charles Town, WV 25414

Dear Ms van Hilst:

The Jefferson County Health Department has received your request for information regarding contaminated wells within 1000 feet of the Breckenridge East proposed subdivision located north of Flowings Springs Run and east of Route 24 Old Country Club Road.

A review of our records indicates that there are approximately 5 wells within 1000 feet of the Beallair West property located on Old Country Club Road. This department has no documentation of ever testing any of the wells for bacteriological contamination. Breckenridge North has 21 lots supplied by wells. The department's records indicated that 17 well were tested for bacteriological contamination. All tested absent for bacteria at the time.

It is important to note that wells did not require permits from this office until July 1, 1989. For future requests of this nature a list of property owners adjacent to the development area would be appreciated. This would make the process and records search more efficient and accurate.

If you have any questions, please contact the Jefferson County Health Department at 728-8415.

Sincerely,

*Rosemarie Cannarella, MD, MPH*

Rosemarie Cannarella, MD, MPH  
Health Officer

Cc: Mason Carter, Jefferson County Planning, Zoning, & Engineering  
Richard Wheeler, District Sanitarian, WVBPH  
Arletta Lancaster, RS

Letter from the WV Health Department *Breckenridge East*

Exhibit I



Exhibit "I"

APR - 8 2003

STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

LOIEDERMAN-FREDERICK

Bob Wise  
Governor

April 3, 2003

Paul L. Nusbaum  
Secretary

Loiederman Soltesz Associates  
Attention: Michael J. Schmidt  
7 North Market Street, Suite 300  
Frederick, MD 21701

**RE: Information Request Concerning  
Ground & Surface Water Intakes, Jefferson County**

Dear Mr. Schmidt:

In response to your informational request for West Virginia Public Water Supply ground and surface water intakes, based on a review of existing data, no Public Water Supply intakes are located within an 1000 feet of your supplied area. Enclosed is a general map showing ground water intakes outside of the 1000 foot buffer area. If you have any questions on possible contamination problem, please contact Linda Keller at (304) 558- 6708.

The requested information is released to Loiederman Soltesz Associates & B.C. Partners Inc. **only** and not to be distributed to other persons or agencies. Please do not share this data with users who have not received their own authorization to use it. Neither the WV BPH nor its staff members are liable or responsible for any damage or loss resulting from the use of the database or from inaccuracies contained in the database.

This data set is provided by the West Virginia Bureau of Public Health (WV BPH). The WV BPH makes **NO** representation regarding completeness, precision, or accuracy of the data hereon. Efforts are made to verify and update the data used for this data set. However, with data sets of this size and nature, eliminating all errors are difficult. Thus, the user assumes total responsibility for verification.

The WV BPH will maintain a file and track the use of all persons allowed access to the locational data, or who are provided the data under a request. We encourage you to report any problems, inconsistencies, or errors noted in using these data to us so that we can correct them and provide even better service.

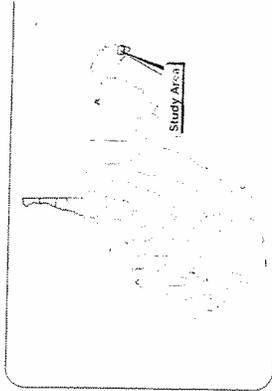
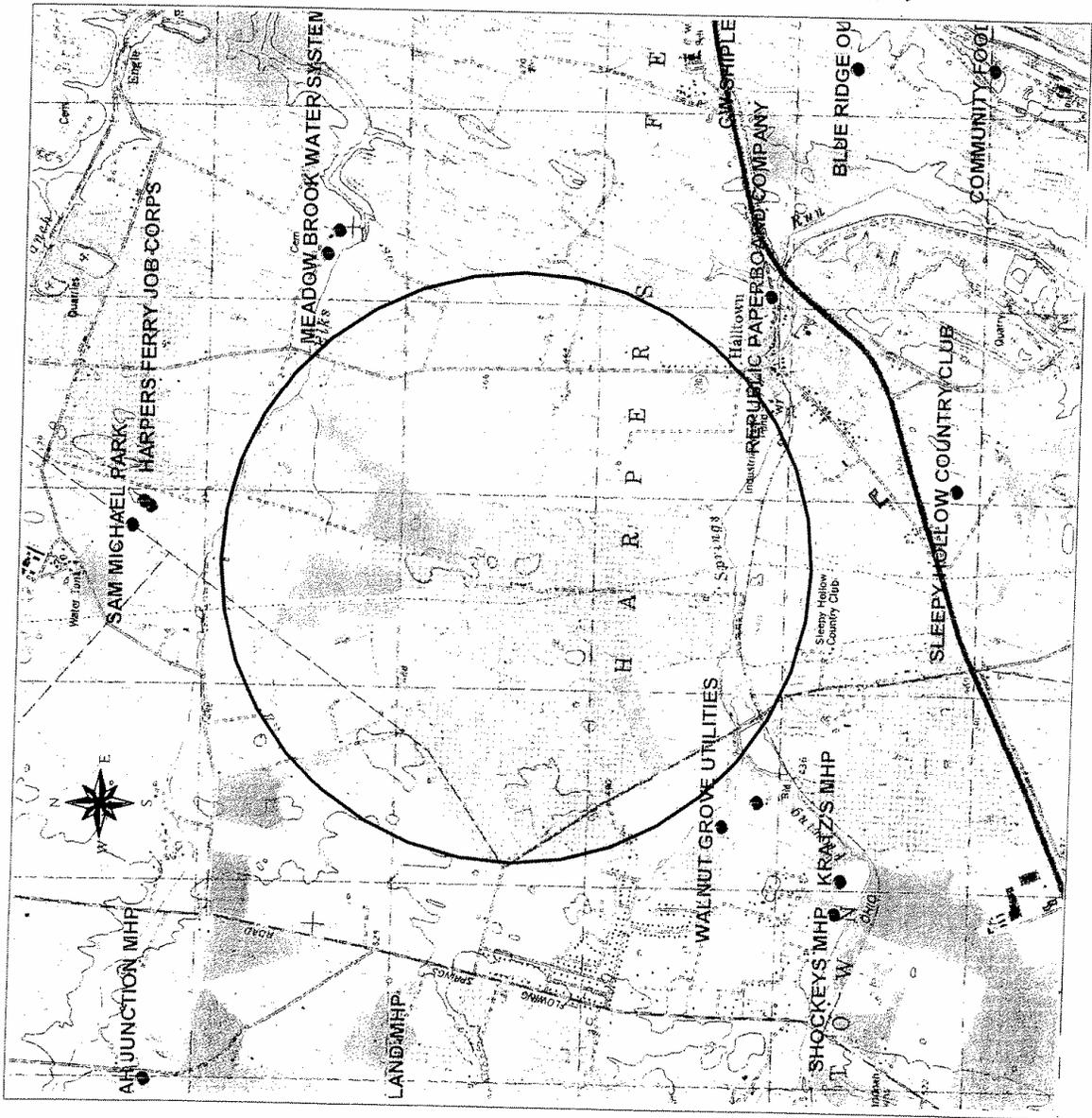
I hope the information provided helps you with the completion of this project. If you have any questions, please do not hesitate to contact me at (304) 558-6743.

Sincerely,

Aven C. Sizemore III, G.I.S Programmer Analyst I  
Source Water Assessment and Protection  
Environmental Engineering Division

Enclosure

ENVIRONMENTAL ENGINEERING DIVISION  
Source Water Assessment Program Unit  
815 Quarrier Street, Suite 418, Charleston, West Virginia 25301-2616  
Telephone: 304-558-6705 Fax: 304-558-0324



### Map Key

- Surface Water Intakes
- Ground Water Intakes
- Buffer Area



This map is provided as a public service by the West Virginia Bureau for Public Health. The Bureau makes NO representation regarding completeness or accuracy of the data hereon. Efforts are made to verify and update the data used to generate this map. However, with data sets of this size and nature, eliminating all errors is difficult. Thus, the user assumes total responsibility for verification.

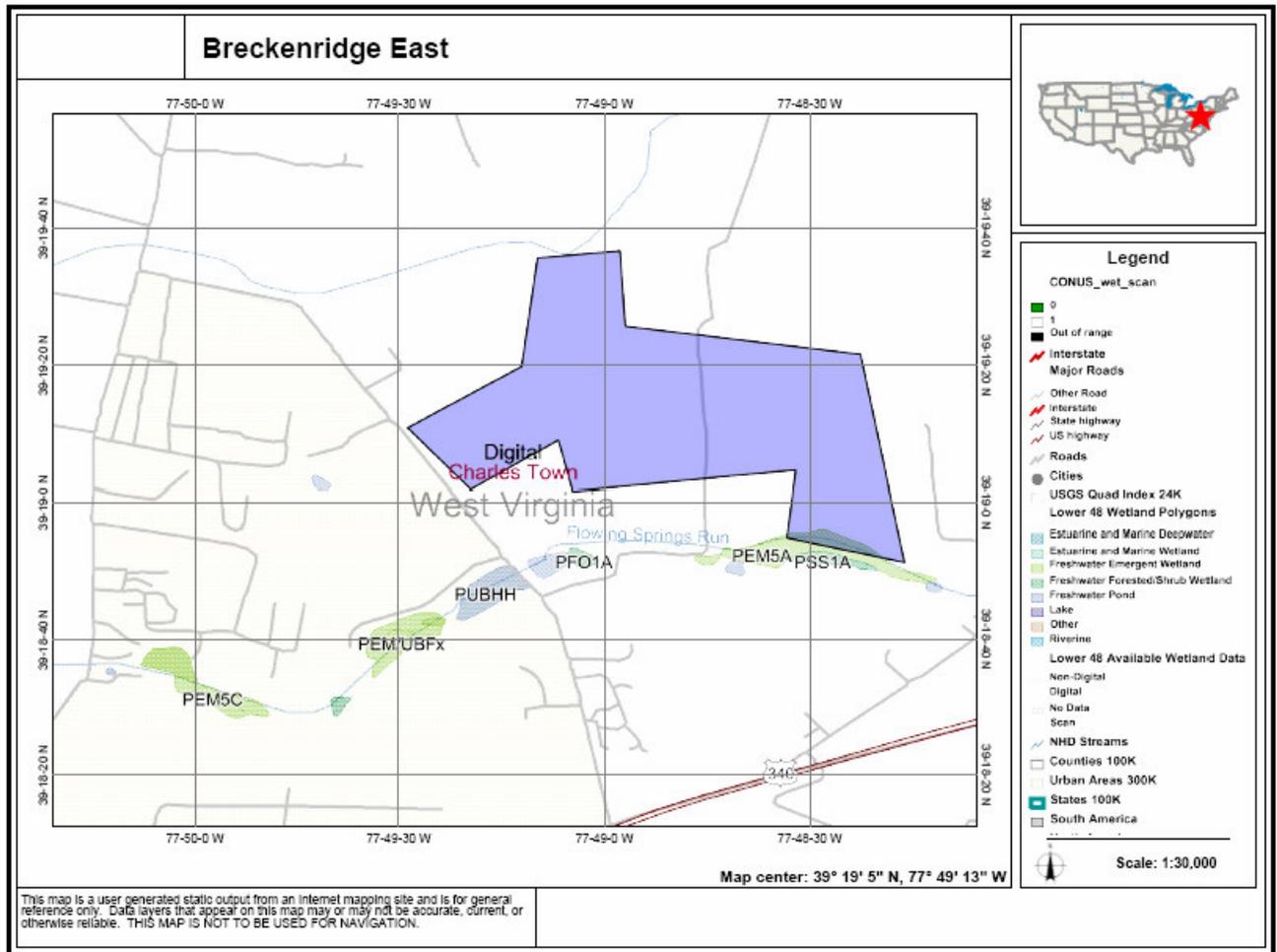
### Surface & Ground Water Intake Jefferson County

Scale: 1:24,000  
 Drawn by: ACS  
 04/03/03



Wetlands Map & Definitions *Breckenridge East*

Exhibit J



Definitions- Wetlands

PEM5C		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	P	PALUSTRINE
<b>Subsystem</b>		N/A
<b>Class</b>	EM	EMERGENT
<b>Subclass</b>		N/A
<b>Regime</b>	C	SEASONALLY FLOODED

<b>Chemistry</b>	5	MESOHALINE
<b>Soil</b>		
<b>Special Modifiers</b>		

<b>PEMUBFx</b>		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	<b>P</b>	<b>PALUSTRINE</b>
<b>Subsystem</b>		<b>N/A</b>
<b>Class</b>	<b>EM</b>	<b>EMERGENT</b>
<b>Subclass</b>		<b>N/A</b>
<b>Regime</b>	<b>B,F,U</b>	<b>SATURATED, SEMIPERMANENTLY FLOODED, UNKNOWN</b>
<b>Chemistry</b>		
<b>Soil</b>		
<b>Special Modifiers</b>	<b>x</b>	<b>EXCAVATED</b>

<b>PUBHH</b>		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	<b>P</b>	<b>PALUSTRINE</b>
<b>Subsystem</b>		<b>N/A</b>
<b>Class</b>	<b>UB</b>	<b>UNCONSOLIDATED BOTTOM</b>
<b>Subclass</b>		<b>N/A</b>
<b>Regime</b>	<b>H</b>	<b>PERMANENTLY FLOODED</b>
<b>Chemistry</b>		
<b>Soil</b>		
<b>Special Modifiers</b>		

<b>PFO1A</b>		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	<b>P</b>	<b>PALUSTRINE</b>
<b>Subsystem</b>		<b>N/A</b>
<b>Class</b>	<b>FO</b>	<b>FORESTED</b>
<b>Subclass</b>	<b>1</b>	<b>BROAD-LEAVED DECIDUOUS</b>
<b>Regime</b>	<b>A</b>	<b>TEMPORARILY FLOODED</b>
<b>Chemistry</b>		
<b>Soil</b>		
<b>Special Modifiers</b>		

<b>PSS1A</b>		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	<b>P</b>	<b>PALUSTRINE</b>
<b>Subsystem</b>		<b>N/A</b>
<b>Class</b>	<b>SS</b>	<b>SCRUB-SHRUB</b>
<b>Subclass</b>	<b>1</b>	<b>BROAD-LEAVED DECIDUOUS</b>
<b>Regime</b>	<b>A</b>	<b>TEMPORARILY FLOODED</b>
<b>Chemistry</b>		
<b>Soil</b>		
<b>Special Modifiers</b>		

<b>PEM5A</b>		
<b>Classification Level</b>	<b>Code Specified</b>	<b>Translation</b>
<b>System</b>	<b>P</b>	<b>PALUSTRINE</b>
<b>Subsystem</b>		<b>N/A</b>
<b>Class</b>	<b>EM</b>	<b>EMERGENT</b>
<b>Subclass</b>		<b>N/A</b>
<b>Regime</b>	<b>A</b>	<b>TEMPORARILY FLOODED</b>
<b>Chemistry</b>	<b>5</b>	<b>MESOHALINE</b>
<b>Soil</b>		
<b>Special Modifiers</b>		

Sinkhole Map

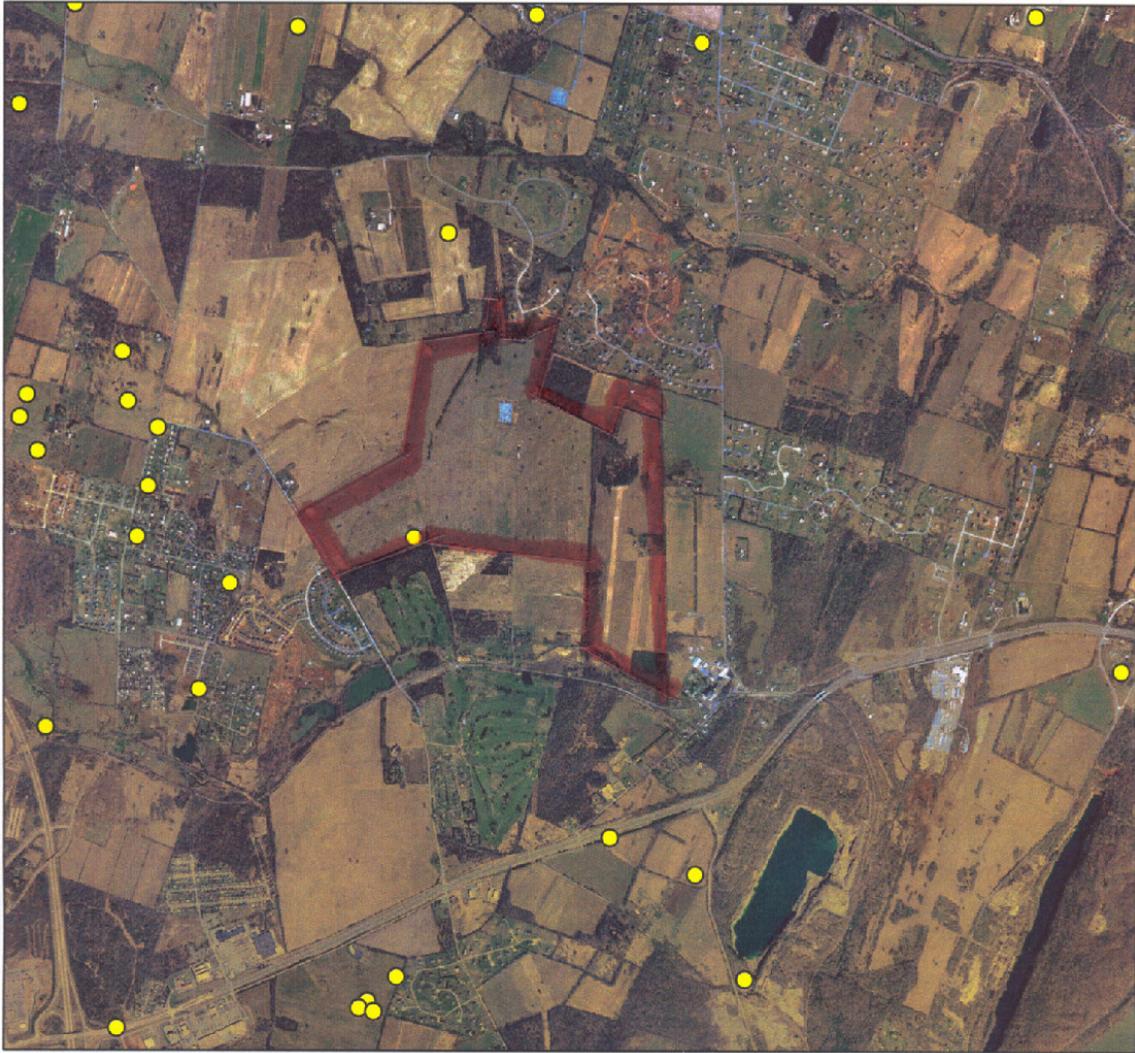
Date: 5/16/2007

District: EASTERN PANHANDLE CONSERVATION DISTRICT

Field Office: RANSON SERVICE CENTER

Agency: NRCS

Assisted By:



**Legend**

- Sink Holes

Note:  
Sinkhole locations are approximate.  
Not all sinkholes have been identified  
or located on this map.



HILLIS-CARNES ENGINEERING ASSOCIATES OF FREDERICK, INC.

Exhibit "K"

May 27, 2003

Mr. Jon Soule  
B.C. Partners, Inc.  
24024 Frederick Road  
Clarksburg, Maryland 20871

Re: Sink Hole Observation  
**Breckenridge East**  
Jefferson County, West Virginia  
Hillis-Carnes Project Number 09203A

Dear Mr. Soule:

On May 20, 2003 Hillis-Carnes Engineering Associates, Inc. (Hillis-Carnes) was asked to visit the Breckenridge East site in an attempt to locate a sinkhole which was depicted on an inventory map B.C. Partners, Inc. provided to Hillis-Carnes prepared by the Ranson NRCS and USDA.

The map indicated that the sinkhole was located on the southern border of Breckenridge East, approximately 1,500 feet east of Country Club Road. Upon visiting the site, the Hillis-Carnes representative was met by Dan Snyder, who is the project manager for the site development. Both the Hillis-Carnes representative and Mr. Snyder searched the general location indicated on the map for the sinkhole. The general site location was heavily covered with vegetation. Hillis-Carnes was unable to locate the sink hole at the location indicated by the map.

Similar to other agricultural land practices, the sink hole may have been small and simply backfilled with rock and sand by the farmer. Additionally, the mapped location of the sinkhole did not include any water bodies or other apparent connections to groundwater.

We appreciate the opportunity to be of service to you for this project. If you have any questions regarding information in this letter or if we can be of further assistance, please contact the undersigned at (301) 631-3960.

Sincerely,  
Hillis-Carnes Engineering Associates of Frederick, Inc.

  
Bradley Blumenauer  
Environmental Scientist

  
Jeremy D. Cooper, P.E.

PO. Box 647 • New Market, MD 21774-0647  
10120 C Old National Pike • Ijamsville, MD 21754  
Washington: (301) 607-6328 • Frederick: (301) 631-3960 • Fax (301) 631-2166

**Letters to JCBOE *Breckenridge East***

**Exhibit L**



**Dewberry**

411 S. Fairfax Boulevard  
Ranson, WV 25438-1611

304 725 4572  
304 725 6896 fax  
www.dewberry.com

May 21, 2007

Superintendent Steven Nichols  
Jefferson County Board of Education  
PO Box 987  
Charles Town WV 25414

**Subject: Breckenridge East Residential Subdivision**

Dear Superintendent Nichols:

As part of the process of developing a Community Impact Statement for the subject project, we develop a section on the proposed impact of the development upon the Jefferson County School System. Attached, please find a summary of the proposed development and the draft of the section dealing with school impact.

Please review this material and provide this office with any comments that you would want included or presented to the Jefferson County Planning Commission.

I thank you for your cooperation.

Sincerely

**Dewberry & Davis LLC**

A handwritten signature in black ink, appearing to read "Annette G. van Hilst".

Annette G. van Hilst RA  
Senior Land Planner  
Land Design & Survey Division

Attachments: Project Summary  
Site location Map  
Excerpt, Draft CIS, "Demand for Schools" section

Dewberry & Davis LLC

# *B. C. PARTNERS, INC.*

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September 26, 2007

Susan K. Wall, Superintendent  
Jefferson County Board of Education  
110 Mordington Avenue  
Charles Town, West Virginia 25414

Re: Breckenridge East School Site Offer

Dear Ms. Wall:

I'm writing today to express our continued support for the construction of a new elementary school in Jefferson County. As previously presented to the Jefferson County Board of Education, we are willing to donate a 15 acre school site and construct associated infrastructure improvements. Future impact fee credits would only be sought for actual infrastructure costs associated with the school site. The 15 acre school site itself is a gift from us to the Board of Education and citizens of Jefferson County.

The proposed school site is located on the south side of Job Corp Road approximately ¼ mile from its intersection with Flowing Springs Road. Per my discussions with your predecessor, Dr. Nichols, we would be willing to construct infrastructure site improvements in anticipation of future impact fee credits. These would include items such as the entrance roadway, rough grading of the building pad and play areas, storm water management ponds and site paving of parking areas. Our goal would be to provide the Board of Education with a suitable, pad ready site. Our construction of these improvements and subsequent carry should help minimize the upfront dollars needed by the BOE to construct an elementary school.

Additionally, public water is immediately available to the south in Phase II of the Breckenridge North community and we would propose extending service to the new school site. As for sewer, we have designed and permitted with DEP a new waste water treatment plant (WWTP) within our Breckenridge East project. When designing the plant, we anticipated flows from a future elementary school. It is still unclear at this time whether we or the Jefferson County Public Service District (PSD) will construct the WWTP. The WWTP plant location is now designated as a preferred location for a county regional plant and has the support of the West Virginia Infrastructure and Jobs Development Council. Additionally, PSD recently received a loan commitment from the West Virginia DEP in the amount of 18.2 million dollars for the construction of the WWTP. No matter who builds the treatment plant, B.C. Partners would propose extending sewer service to the school site.

The site of the future elementary school was previously agricultural land. To our knowledge, no orchards were ever present on this site. We would however, expect the Board of Education to prepare an updated Phase I Environmental Study to confirm the suitability of the site. If objectionable conditions are found, B.C. Partners would work to satisfactorily mitigate them as required by the appropriate governing agency(s).

I look forward to working with you and your staff as well as the Board of Education to advance the educational infrastructure in Jefferson County and to further define the details of our offer. If you should have any questions or require further information, please don't hesitate to contact me.

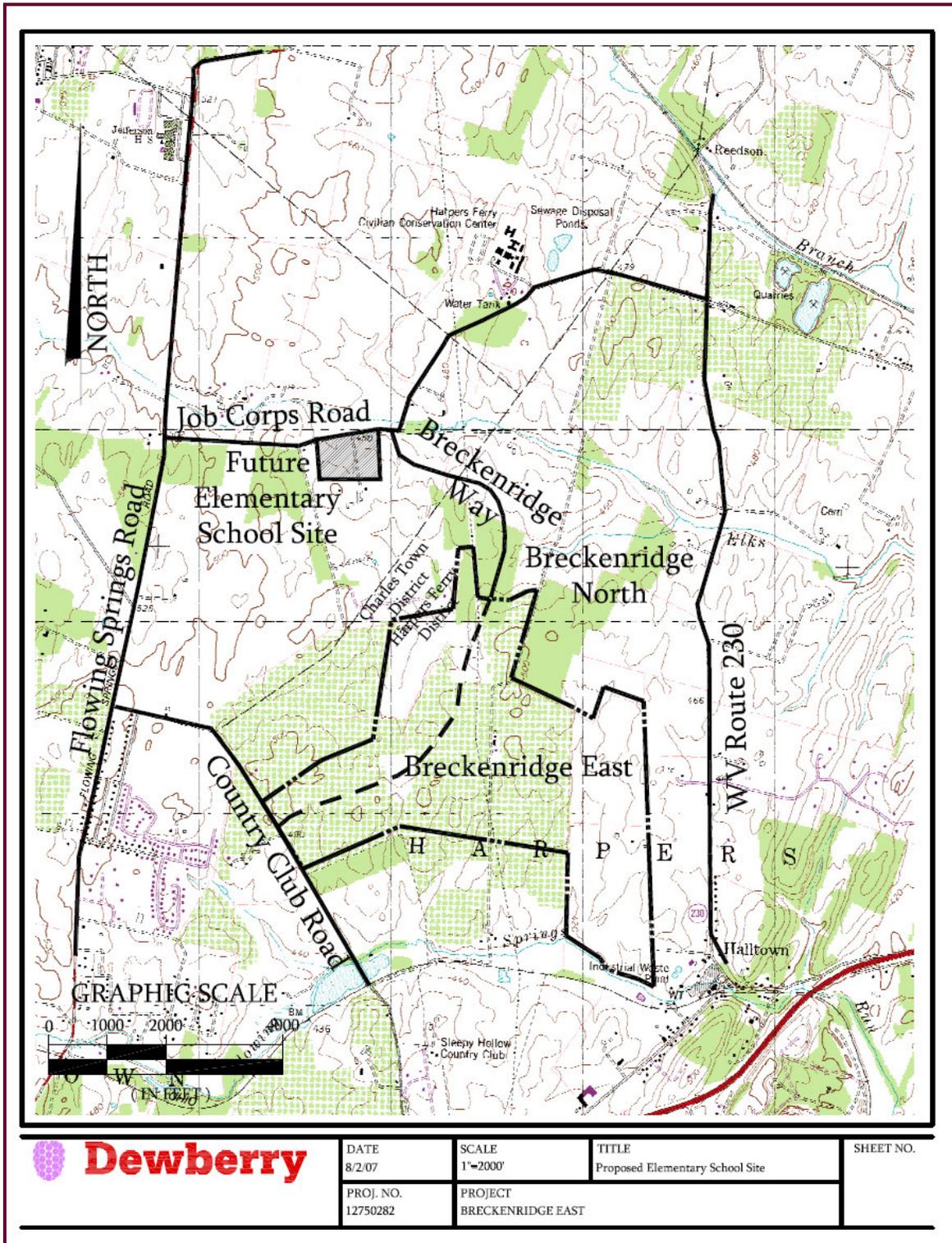
Sincerely,



Jerry Connelly  
Vice President

Proposed School site *Breckenridge East*

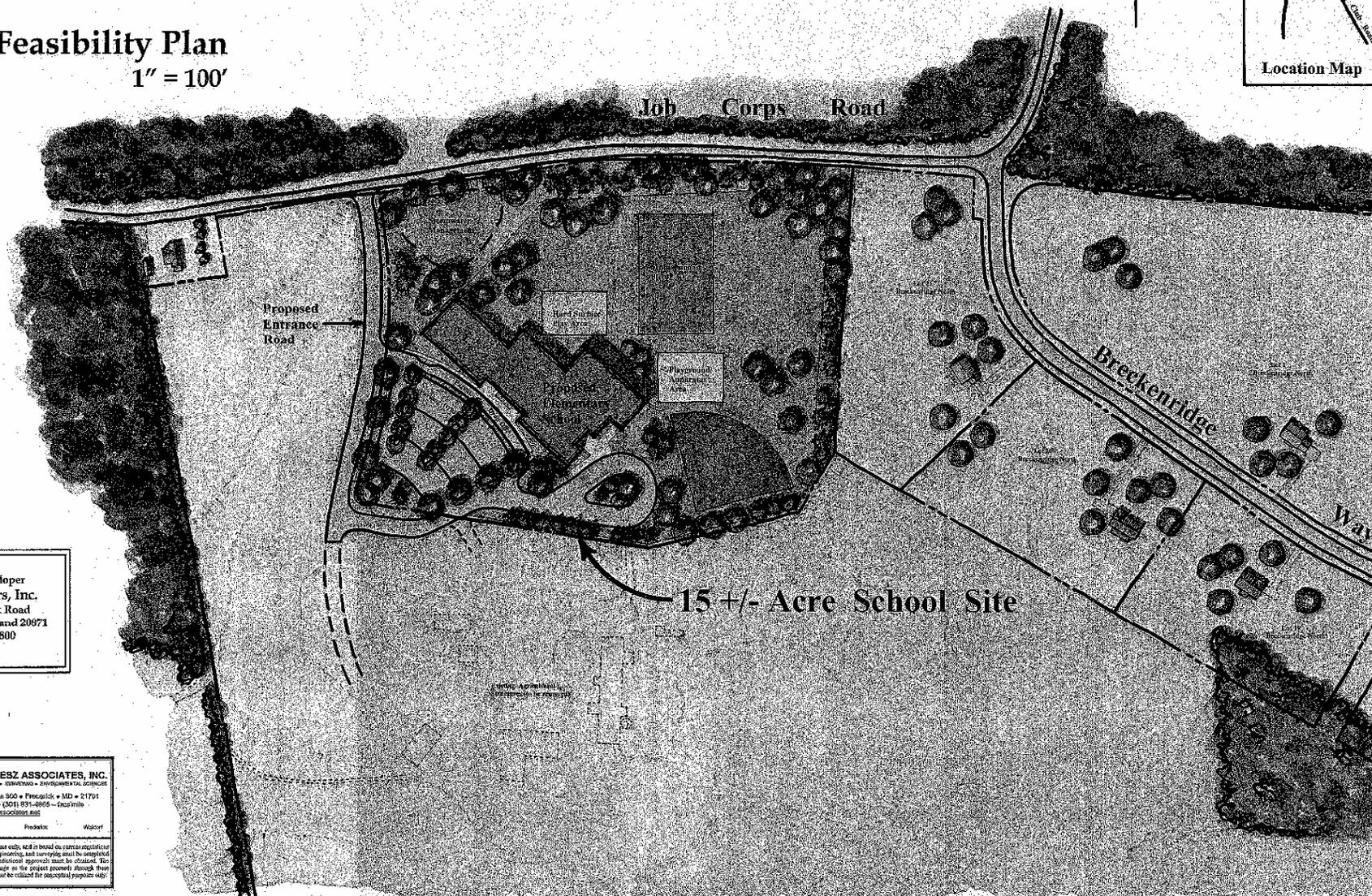
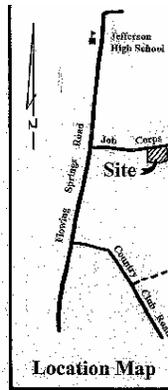
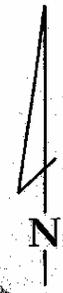
Exhibit L1



DATE 8/2/07	SCALE 1"=2000'	TITLE Proposed Elementary School Site	SHEET NO.
PROJ. NO. 12750282	PROJECT BRECKENRIDGE EAST		

# Proposed Elementary School Site Jefferson County, West Virginia

Concept Feasibility Plan  
June, 2003 1" = 100'



Owner / Developer  
B. C. Partners, Inc.  
24012 Frederick Road  
Clarksburg, Maryland 20871  
301 - 428 - 0800

**LOIEDERMAN SOLTESZ ASSOCIATES, INC.**  
CIVIL ENGINEERING • LAND PLANNING • SURVEYING • ENVIRONMENTAL SCIENCE  
 7 North Market Street • Suite 300 • Frederick • MD • 21701  
 (301) 698-1340 • voice • (301) 671-8885 • fax •  
[www.LSAS.com](http://www.LSAS.com)

Reston    Lanham    Frederick    Waldorf

The information provided herein is for conceptual purposes only, and is based on current information and existing information available. Detailed planning, engineering, and surveying shall be completed during the normal plan preparation process and all jurisdictional approvals must be obtained. No contractual obligations, claims, liens or other charges shall be created by this information. Therefore, all information contained herein shall be utilized for conceptual purposes only.