

PUBLIC OFFERING STATEMENT  
FOR  
CORNERSTONE AT JAMES RIVER  
CONDOMINIUM

1. The Declarant is Cornerstone Contractors, Inc., P. O. Box 725, Proctorville, Ohio 45669.

2. The name of the Condominium is Cornerstone at James River Condominium. It is a Condominium as that term is used in the Uniform Common Interest Ownership Act, Chapter 36B of the West Virginia Code, as amended. Its address is 1783 James River Turnpike, Culloden, West Virginia 25510.

3. Cornerstone at James River Condominium is situate within Cornerstone at James River Subdivision. Cornerstone at James River Subdivision is a subdivision which may eventually contain 57.246 acres of real estate. It will include Cornerstone at James River Condominium, which currently contains 7.66 acres and which eventually may contain up to 16.407 acres. It will include a 12.838 acre parcel of real estate to the south to be developed jointly by Cornerstone Contractors, Inc. and Cornerstone Properties, LLC. The balance of the property which may be included in the subdivision is situate south of that 12.838 acre parcel and is owned by Cornerstone Contractors, Inc. Owners of Units in Cornerstone at James River Condominium will be subject to the provisions of the Declaration of Restrictive Covenants For Cornerstone at James River Subdivision and members of and subject to assessment by Cornerstone at James River Subdivision

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Homeowners Association, Inc. Cornerstone at James River Subdivision Homeowners Association, Inc. will be responsible for the maintenance of certain of the roads in the subdivision, including Foundation Drive but, not other roads in the Condominium, for the lighting along those roads, for the entrance to the subdivision at the intersection of James River Turnpike and Foundation Drive, and for the maintenance of the sewage treatment plant. All other common expenses for the Condominium will be the responsibility of the Cornerstone at James River Condominium Association, Inc. Owners of Units in Cornerstone at James River Condominium will be members of and subject to assessment by Cornerstone at James River Condominium Association, Inc.

4. All Units to be constructed in the Condominium will be one of two general types of Units. Each will be either the same general type as Unit No. 2 or Unit No. 84. Two additional types of Unit are variations of the general types. These will be like Unit No. 4 or Unit No. 86. Each Unit will be designated as a type of Unit as follows:

Units like Unit 84      Type A

Units like Unit 86      Type B

Units like Unit 14      Type C

Units like Unit 4      Type D

These Units will be constructed in up to 30 buildings, each containing 2 Units.

These Units will be constructed as sales warrant. The Declarant is not obligated to construct additional Units.

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5. There are 28 Units in the initial phase of the Condominium. There may eventually be as many as 60 Units.

6. A copy of the Declaration of Condominium For Cornerstone at James River Condominium is attached hereto as EXHIBIT NO. 1. A copy of the First Set of Amendments To Declaration of Condominium For Cornerstone At James River Condominium is attached hereto as EXHIBIT NO. 1A. A copy of the Second Set of Amendments To Declaration of Condominium For Cornerstone At James River Condominium is attached hereto as EXHIBIT NO. 1B. A copy of the Third Set of Amendments To Declaration of Condominium For Cornerstone At James River Condominium is attached hereto as EXHIBIT NO. 1C. A copy of the Fourth Set of Amendments To Declaration of Condominium For Cornerstone At James River Condominium is attached hereto as EXHIBIT NO. 1D a copy of the Fifth set of Amendments To The Declaration of Condominium as EXHIBIT NO. 1E. The Declaration submits the Condominium property to the provisions of the Uniform Common Interest Ownership Act, Chapter 36B of the West Virginia Code, as amended. It allocates percentages of undivided interests in the Common Elements, percentage share of the common expenses of the Association, and portion of votes in the Association according to type of Unit. It provides for Cornerstone at James River Condominium Association, Inc. to be organized as the governing body for the maintenance, repair and replacement of Common Elements and the administration and operation of the Condominium. It reserves

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to the Declarant the right to appoint and remove officers and members of the Executive Board for most of the marketing period. It reserves to the Declarant the right to maintain a sales office, a management office, sales models and signs on the Condominium property. It reserves to the Declarant the right to add additional real estate to the Condominium and to create 32 additional Units on that property. It provides for amendment of the Declaration. It restricts the use of Units and Common Elements as follows:

(a) Units shall be used for single-family residential purposes only, provided , however, that the Declarant may use Units as sales models.

(b) No unlawful, noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(c) All vehicles shall be parked in the driveway adjoining the Unit occupied by the owner of the vehicle, provided, however, that occasional and temporary use of the Common Elements may be made by guests. The Association may promulgate rules and regulations restricting the parking of vehicles on the Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(d) No Unit or part thereof shall be rented or used for transient or hotel purposes which is defined as: (i) rental under which occupants are provided customary hotel services

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such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No lease shall be for a period of less than one year. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof and to the rules and regulations promulgated from time to time by the Association and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Association in writing of the name or names of the tenants or tenants and the time during which the lease term shall be in effect. The Association shall not normally have the right to approve or disapprove leases and it shall not normally require the approval of the Association to lease Units. However, in the event that 10% or more of the Units are leased, or if a lease would bring the percentage of leased Units to 10% or more, then no lease shall be entered into without the approval of the Association.

(e) Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(f) Except as hereinafter provided , no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial

purposes, may be maintained in a Unit, provided that they are reasonable in size and in number and are kept inside the Unit. The Association may provide such rules and regulations further restricting the keeping of animals.

(g) In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Association may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interest of the Unit Owners as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Association to the owners of each Unit prior to the time when the same shall become effective.

7. A copy of the Declaration of Restrictive Covenants For Cornerstone at James River Subdivision is attached hereto as EXHIBIT NO. 2.

8. Bylaws of Cornerstone at James River Condominium Association, Inc. are attached hereto as EXHIBIT NO. 3.

9. A copy of the contract to be signed by purchasers is attached hereto as EXHIBIT NO. 4.

10. A copy of the proposed form of deed is attached hereto as EXHIBIT NO. 5.

11. The Cornerstone at James River Condominium Association, Inc. initially has no assets and no balance sheet. Any current balance sheet is attached hereto as

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EXHIBIT NO. 6.

12. The projected budget for the Cornerstone at James River Condominium Association, Inc. is attached hereto as EXHIBIT NO. 7.

13. The following initial assessments will be due from each purchaser at closing:

a. \$225.00 to the Cornerstone at James River Subdivision Homeowners Association, Inc. This assessment is made equally against all purchasers in the subdivision. The purpose of this assessment is to obtain funds to operate the sewage treatment plant and to defray other expenses of Cornerstone at James River Subdivision Homeowners Association, Inc. Excess funds may be placed in a reserve account.

b. The following amounts to Cornerstone at James River Condominium Association, Inc.:

Type A Units	\$245.00
Type B Units	\$280.00
Type C Units	\$315.00
Type D Units	\$350.00

This assessment is based upon the type of Unit. The purpose of this assessment is to obtain funds for maintenance of the Common Areas of the Condominium and to defray other expenses of Cornerstone at James River Condominium Association, Inc., Excess funds may be placed in a reserve account. The Declarant may participate in the arrangement of financing for purchasers through outside lending institutions.

14. There are no liens, defects or encumbrances on or affecting the title to the

Condominium property except real estate taxes and deeds of trust securing loans for development costs which will be released prior to or at the time of closing.

15. The following express warranties of quality may exist by reason of the provisions of W. Va. Code §36B-4-113:

Express warranties made by any seller to a purchaser of a unit, if relied upon by the purchaser, are created as follows:

(a) Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit and related rights and uses will conform to the affirmation or promise;

(b) Any model or description of physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will conform to the model or description.

(c) Any description of the quantity or extent of the real estate comprising the common interest community, including plats or surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances.

16. The following implied warranties of quality exist by reason of the provisions of W. Va. Code §36B-4-114

(a) A declarant and any dealer warrants that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant and any dealer impliedly warrants that a unit and the common elements in the common interest community are suitable for the ordinary uses of real estate of its type and that any improvements

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made or contracted for by him, or made by any person before the creation of the common interest community, will be:

- (1) Free from defective materials; and
  - (2) Constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.
- (c) In addition, a declarant and any dealer warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

17. All purchasers shall execute a separate instrument, attached hereto as EXHIBIT NO. 8, known as an "Agreement and Waiver". This Agreement and Waiver between the Declarant and Purchaser waives Purchaser's statutory right to a six (6) year statute of limitations for the commencement of legal action for breach of implied or expressed warranties of quality. In its place shall be substituted a statute of limitations requiring the commencement of any legal action by Purchaser for breach of warranty within two (2) years of the date the Purchaser enters into possession. Purchasers should consult EXHIBIT NO. 8 for more detailed information about the Agreement and Waiver.

18. Rules and regulations adopted by the Cornerstone at James River Condominium Association, Inc. are attached hereto as Exhibit No. 9.

19. (a) Within fifteen days after receipt of a public offering statement a purchaser, before conveyance, may cancel any contract for purchase of a Unit from a

declarant;

(b) If a declarant fails to provide a public offering statement to a purchaser before conveying a Unit, that purchaser may recover from the declarant ten percent of the sales price of the Unit plus ten percent of the share, proportionate to his Common Expense liability, of any indebtedness of the Association secured by security interests encumbering the Condominium; provided, that purchaser is required to show that he or she has been actually damaged as a result of the failure to provide such offering statement and that his or her action to recover such damage and the penalty provided in this paragraph is instituted within three years form the date on which purchaser's right of action shall be accrued; and

(c) If a purchaser receives the public offering statement more than fifteen days before signing a contract, he cannot cancel the contract.

20. There are no unsatisfied judgments or pending suits against the Association and no pending suits material to the Condominium of which the Declarant has actual knowledge.

21. Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to his right described in Paragraph 18 (a) of this Public Offering Statement. The escrow agent is First Sentry Bank, 823 Eighth Street, Huntington, West Virginia 25701.

22. (a) The Cornerstone at James River Condominium Association shall maintain:

(1) Property insurance on the Common Elements.

(2) Liability insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

(b) These insurance policies will provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

(2) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(3) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(c) An insurance policy issued to the Association does not prevent a Unit

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Owner from obtaining insurance for his own benefit.

23. There are no current or expected fees charged for the use of the Common Elements. The Association has the right to impose such fees if circumstances warrant.

24. Financial arrangements have been provided for completion of all improvements that the Declarant is obligated to build.

25. There are no zoning or other land use requirements affecting the Condominium.

26. A maximum of 60 Units, approximately 3.65 per acre, may be created in Cornerstone at James River Condominium, pursuant to the right reserved by the Declarant to add up to 8.747 acres of real estate to the Condominium and to construct up to 32 additional Units, Common Elements and Limited Common Elements thereon. All additional Units shall be restricted exclusively to residential use. There are no limitations upon the Declarant's right to expand except as set forth herein.

27. Each Unit's percentage of undivided interests in the Common Elements, percentage share of the common expenses of the Association, and portion of votes in the Association may decrease, as the result of the expansion of the Condominium, to as little as 44% of the current allocation.

28. Any buildings or other improvements that may be erected in any part of the Condominium will be compatible with existing buildings and improvements in the Condominium in terms of architectural style, quality of construction, and size.

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29. No assurances are made regarding the location of buildings.

30. Any Limited Common Elements created by the Declarant will be of the same general types and sizes as the Limited Common Elements within other parts of the Condominium.


31. The proportion of Limited Common Elements to Units created by the Declarant will be approximately equal to the proportion existing within other parts of the Condominium.

32. All restrictions in the Declaration affecting use and occupancy of Units will apply to all units created in the Condominium.

Dated this 7th day of October, 2008.

CORNERSTONE CONTRACTORS, INC.

BY: \_\_\_\_\_

  
Stephen Marns  
Its President

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CABELL COUNTY CLERK  
DEED Clerk 21  
Date/Time: 02/25/2005 15:26  
Inst #: 209744  
Book/Page: 1135- / 735-  
Recd/Tax: 21.00 .00

DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, does hereby create a Condominium and does hereby submit the real estate described herein to the provisions of the Uniform Common Interest Ownership Act, Chapter 36B of the West Virginia Code, as amended.

1. The name of the Condominium is Cornerstone At James River Condominium. The Condominium is located entirely in Cabell County, West Virginia.

2. The real estate included in the Condominium is as follows:

All that certain parcel of real estate situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

Beginning at a 5/8" rebar and cap in the south line of James River Turnpike at the northeasterly corner of William F. Champe (D. B. 501, Pg. 5), thence, leaving said Champe, with said James River Turnpike, North 74° 29' 17" East, 504.77 feet to a point, thence, leaving said James River Turnpike, South 15° 26' 24" East, 172.33 feet to a point on the southerly line of Cornerstone Circle, thence, with said Cornerstone Circle, South 74° 33' 36" West, 218.02 feet to a point of curvature, thence, leaving said Cornerstone Circle, curving to the left 25.82 feet, having a radius of 15.00 feet, and a chord of which bears, South 25° 14' 53" West, 22.75 feet to a point in the easterly line of Foundation Drive, thence, with said Foundation Drive, curving to the left 90.52 feet, having a radius of 498.00 feet, and a chord of which bears, South 29° 16' 15" East, 90.39 feet to a point of curvature, thence, leaving said Foundation Drive, curving to the left 17.31 feet, having a radius of 10.00 feet, and a chord of which bears, South 84° 04' 13" East, 15.23 feet to a point of tangency, thence, North 46° 20' 14" East, 74.74 feet to a point, thence, South 43° 39' 46" East, 126.53 feet to a point, thence, South 07° 31' 07" West, 110.33 feet to a point in the northeasterly transition of the southerly intersection of Cornerstone Circle and Foundation Drive, thence, curving to the right 21.63 feet, having a radius of 25.00 feet, and a chord of which bears, North 57° 41' 57"

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EXHIBIT NO. !

West, 20.96 feet to a point in the easterly line of said Foundation Drive, thence, with said Foundation Drive, curving to the left 39.50 feet, having a radius of 202.00 feet, and a chord of which bears, North 38° 31' 08" West, 39.44 feet, thence, crossing said Foundation Drive, South 45° 52' 45" West, 22.00 feet to a point in the westerly line of said Foundation Drive, thence, with said Foundation Drive, curving to the left 16.54 feet, having a radius of 180.00 feet, and a chord of which bears, North 46° 45' 11" West, 16.53 feet to a point of reverse curvature, thence, curving to the right 229.13 feet, having a radius of 520.00 feet, and a chord of which bears, North 36° 45' 44" West, 227.28 feet to a point of curvature, thence, leaving said Foundation Drive, curving to the left 35.47 feet, having a radius of 25.00 feet, and a chord of which bears, North 64° 47' 22" West, 32.57 feet to a point of tangency in the southerly line of said Cornerstone Circle, thence, South 74° 33' 36" West, 48.42 feet to a point of curvature, thence, curving to the left 93.61 feet, having a radius of 80.00 feet, and a chord of which bears, South 41° 02' 22" West, 88.36 feet, thence, crossing said Cornerstone Circle, North 82° 28' 53" West, 20.00 feet to a point in the westerly line of said Cornerstone Circle, thence, leaving said Cornerstone Circle, North 74° 51' 42" West, 162.49 feet to a point in the easterly line of said William F. Champe, thence, with said Champe, North 07° 25' 36" East, 141.12 feet to the BEGINNING, containing 2.639 acres, be the same, more or less. SUBJECT, HOWEVER, to an easement for the construction and maintenance of an entrance for Cornerstone at James River Subdivision at or near the intersection of James River Turnpike and Foundation Drive. SUBJECT FURTHER, to an easement over Foundation Drive for ingress and egress between James River Turnpike and the 12.838 acre parcel of real estate adjoining to the South owned by Cornerstone Contractors, Inc. and Cornerstone Properties, LLC, and for ingress and egress between James River Turnpike and the parcel of real estate adjoining to the South the said 12.838 acre parcel of real estate, which said parcel of real estate is owned by Cornerstone Contractors, Inc. SUBJECT FURTHER to an easement 50 feet in width, being 25 feet on each side of the physical center line of Foundation Drive, for the installation and maintenance of all utilities serving the said 12.838 acre parcel of real estate and the said parcel of real estate adjoining to the South said 12.838 acre parcel and owned by Cornerstone Contractors, Inc. TOGETHER with an easement over, under and through both of said parcels to the South for the use of the sewage treatment plant and for the installation and maintenance of a sewer line to the sewer treatment plant and an effluent line from the sewer treatment plant.

3. There are eight Condominium Units situate on the real estate described in Paragraph 2.

Declarant reserves the right to create a maximum of 60 Units.

4. The plat attached to this Declaration as EXHIBIT A, and plats which may be attached to subsequent Amendments adding Units to the Condominium, designate the exterior boundaries of

the Units. Also shown are adjoining areas designated "Rear Yard Limitation" and "Driveway Limitation." These are hereby designated as Limited Common Elements for the exclusive use of the Units to which they adjoin. All areas not designated as units or Limited Common Elements are Common Elements. Each Unit constitutes a single freehold estate and consists of the space in the building designated by that Unit's designation on the Plats that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary, by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(a). The decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(b.) All windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(c). All fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, hot water



heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(d). All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(e). All interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(f). The portion of fireplaces actually within the interior of a Unit, and fireplace vents or chases;

(g). The space in the attached garage;

(h). In the case of a Unit with an attached porch or veranda, the space in that attached porch or veranda; and

(i). The attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(a). Any supporting element of the building contained in interior walls;

(b). All plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

5. The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association

allocated to each unit are as follows:

Unit 2	Type C	13.0%
Unit 4	Type D	14.5%
Unit 6	Type D	14.5%
Unit 8	Type D	14.5%
Unit 80	Type A	10.15%
Unit 82	Type B	11.6%
Unit 84	Type A	10.15%
Unit 86	Type B	11.6%

The formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70- 80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

6. Units shall be used for single-family residential purposes only, provided, however, that the Declarant may use Units as sale models.

7. No unlawful, noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

8. All vehicles shall be parked in the driveway adjoining the Unit occupied by the owner

of the vehicle, provided, however, that occasional and temporary use of the Common Elements may be made by guests. The Association may promulgate rules and regulations restricting the parking of vehicles on the Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

9. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (a) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (b) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No lease shall be for a period of less than one year. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Association and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Association in writing of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. The Association shall not normally have the right to approve or disapprove leases and it shall not normally require the approval of the Association to lease units. However, in the event that 10% or more of the Units are leased, or if a lease would bring the percentage of leased Units to 10% or more, then no lease shall be entered into without the approval of the Association.

10. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common

Elements, which may impair the structural integrity of any improvement.

11. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that they are reasonable in size and in number and are kept inside the Unit.

12. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Association may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Association to the owners of each Unit prior to the time when the same shall become effective.

13. The Cornerstone at James River Condominium Association, Inc., herein referred to as the Association, a non-profit corporation, is organized as and shall be the governing body for the maintenance, repair and replacement of Common Elements and the administration and operation of the Condominium. The Executive Board of the Association may act in all instances on behalf of the Association. The Declarant hereby reserves the right to appoint and remove the officers and members of the Executive Board until the earlier of (a) Sixty days after conveyance of seventy-five percent of the Units that may be created to Unit Owners other than the Declarant; (b) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or (c) two years after any right to add new Units was last exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination

of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Not later than sixty days after conveyance of twenty-five percent of the Units that may be created to Unit Owners other than the Declarant, at least one member and not less than twenty-five percent of the members of the Executive Board must be elected by Unit Owners other than the Declarant. Not later than sixty days after conveyance of fifty percent of the Units that may be created to Unit owners other than the Declarant, not less than thirty-three and one-third percent of the members of the Executive Board must be elected by Unit owners other than the Declarant. Every person or entity who is an owner of a fee interest in any Unit, shall by reason of ownership, automatically be a Member of Cornerstone at James River Condominium Association, Inc. and be subject to the rules, regulations, covenants and restrictions of this Declaration, the Articles of Incorporation, the Bylaws of the Association and further subject to Rules and Regulations adopted by the Association in accordance with this Declaration. Ownership of a Unit is the sole qualification for membership in the Association. Regardless of the foregoing, there is excluded from membership any person or entity having an interest in such a Unit merely as security for performance of an obligation.

The Association shall have the Powers set forth in this Declaration, its Articles of Incorporation, and the Common Interest Ownership Act, Chapter 36 B of the West Virginia Code, as Amended. Its affairs shall be regulated by this Declaration, its Articles of Incorporation, its Bylaws, and the Common Interest Ownership Act, Chapter 36B of the West Virginia Code, as

Amended.

The initial purchaser of a Unit in the Condominium shall, on the date of purchase, pay to the Association an initial assessment in the following amount:

Type A Units	\$ 245.00
Type B Units	\$ 280.00
Type C Units	\$ 315.00
Type D Units	\$ 350.00

14. The Condominium property is subject to an easement for the construction and maintenance of an entrance for Cornerstone of James River Subdivision at or near the intersection of James River Turnpike and Foundation Drive, and to easements for ingress and egress and utilities over and under Foundation Drive. The Condominium property is served by an easement to use the sewage treatment plant on real estate situate to the South of the Condominium Property. Portions of the real estate which may be added to the Condominium are subject to easements for ingress and egress and utilities and for an effluent line from the sewage treatment plant. Some of these easements are described in Paragraph 2 of this Declaration. Some of these easements are described in a deed from Cornerstone Contractors, Inc. to Cornerstone Properties, LLC, dated July 1, 2004 and recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book NO. 1126, at Page 428.

15. The Declarant reserves the right to maintain one Sales Office, which shall not exceed 312 square feet, and shall be located in the clubhouse.

16. The Declarant reserves the right to maintain one management office, which shall not exceed 134 square feet, and shall be located in the clubhouse.

17. The Declarant reserves the right to use four entire Units as models. The Declarant reserves the right to use any Unit in the Condominium as a model and to use different Units at different times, so long as it uses only four Units as models at any given time.

18. The Declarant reserves the right to maintain signs advertising the Condominium on the Common Elements.

19. The Declarant reserves the right to add real estate to the Condominium and to create up to 52 additional Units, Common Elements and Limited Common Elements thereon. The real estate which Declarant reserves the right to add is the real estate designated on the plat attached hereto and made a part hereof as EXHIBIT B, as "Residual 13.828 Acres Need Not Be Built." The Condominium may thereby be expanded to include the entire 16.467 acre parcel of real estate shown on said EXHIBIT B. The Declarant must exercise this right, if at all, within ten years from the date this Declaration is filed for record. The Declarant may add different portions of this real estate at different times. No assurances are made regarding the order in which different portions of the real estate shall be added. The Declarant is not obligated to add any real estate to the Condominium. If the Declarant adds part of this real estate to the Condominium, it is not thereby obligated to add any other part of this real estate. There are no conditions or limitations upon Declarant's right to add real estate to the condominium other than those stated herein. The Declarant may amend this Declaration from time to time in order to exercise its right to add real estate to the Condominium and create Units, Common Elements and Limited Common Elements thereon.

20. This Declaration may be amended by agreement of Unit Owners of Units to which at least 75% of the votes in the Association are allocated. Any such amendment shall be executed by

the president of the Association and recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia.

21. If any provision of this Declaration or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

22. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Declaration.

CORNERSTONE CONTRACTORS, INC.

By *Stephen Manns*  
Stephen Manns

Its President

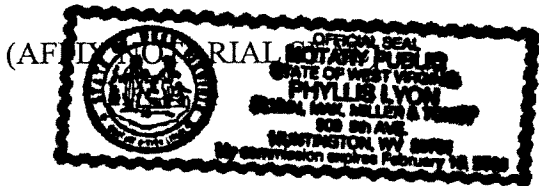
STATE OF West Virginia,

COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2005, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

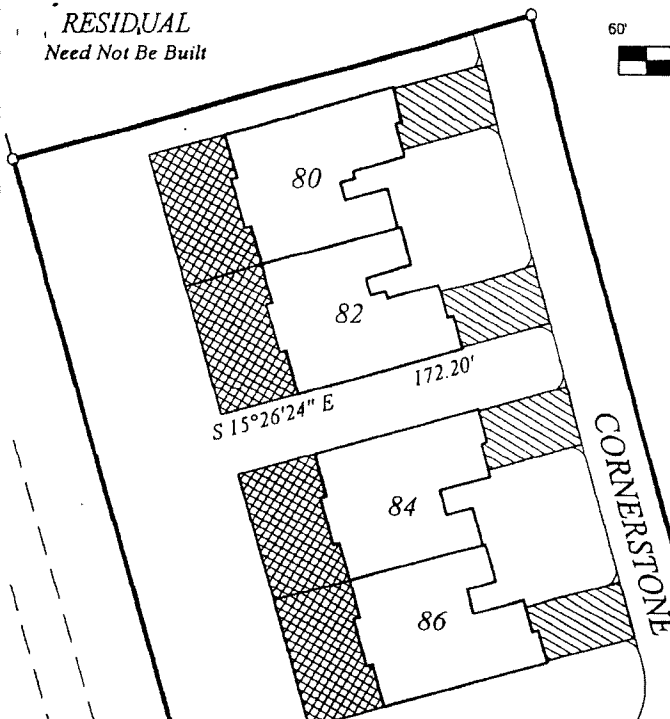
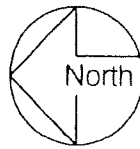
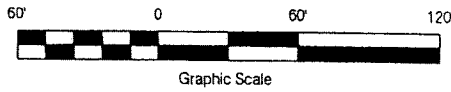
My commission expires February 19, 2006.

*Phyllis Lyon*  
NOTARY PUBLIC

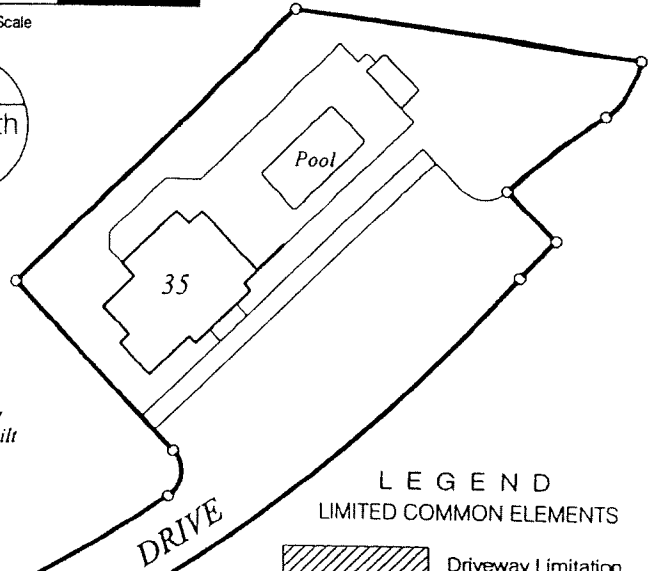




RESIDUAL  
Need Not Be Built



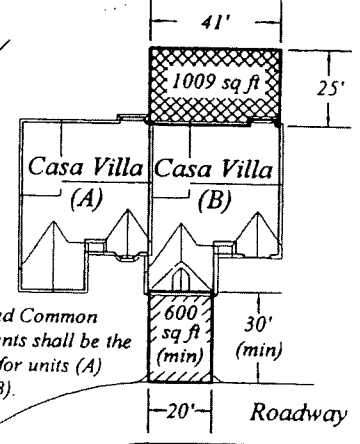
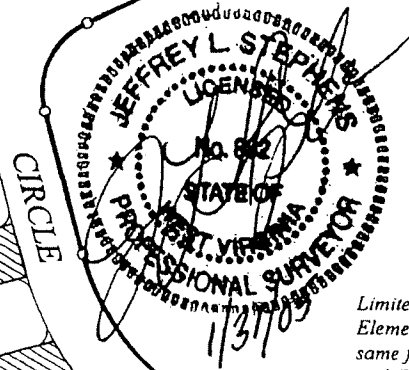
RESIDUAL  
Need Not Be Built



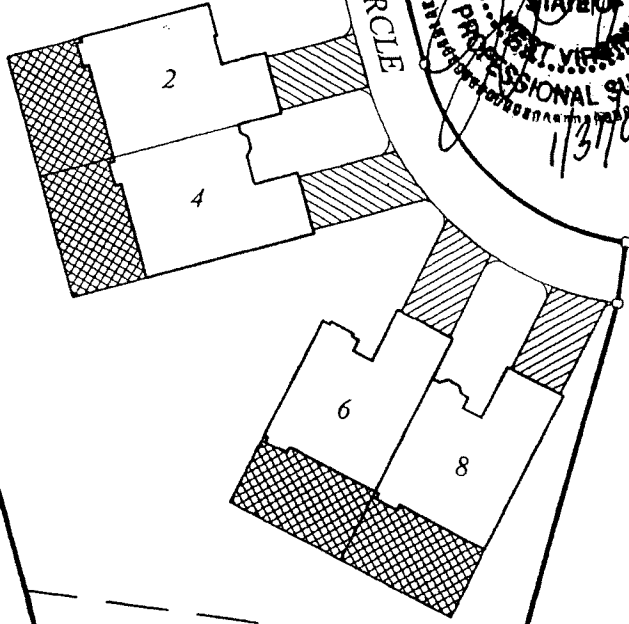
**LEGEND**  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

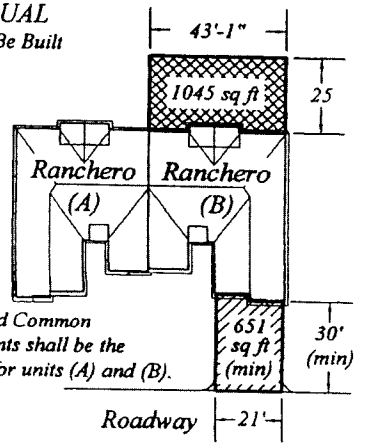
FOUNDATION DRIVE



James River Turnpike  
WVDOT R/W



RESIDUAL  
Need Not Be Built



**NOTE:**

All areas and improvements not designated by limited common areas or unit designations are common areas.

William F. Champe  
D.B. 501, Pg. 5

Project No : 03-209  
File Name : phase1a-plan.dwg  
Issue Date : January, 2005

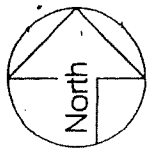
SHEET 2 of 2

**LIVING UNIT KEY**

2	Casa Villa (B)	80	Rancharo (B)
4	Casa Villa (A)	82	Rancharo (A)
6	Casa Villa (B)	84	Rancharo (B)
8	Casa Villa (A)	86	Rancharo (A)
35	Club House		

Prepared By:  
**GeoSAM**  
Geographic Surveying and Mapping  
J.L. Stephens, PS  
J.L. Stephens & Associates, Inc.  
1038 Sixth Avenue  
Huntington, WV 25701  
(304) 522-0811

Common Interest Community Plan For  
*Phase One*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia



BASIS OF BEARINGS:

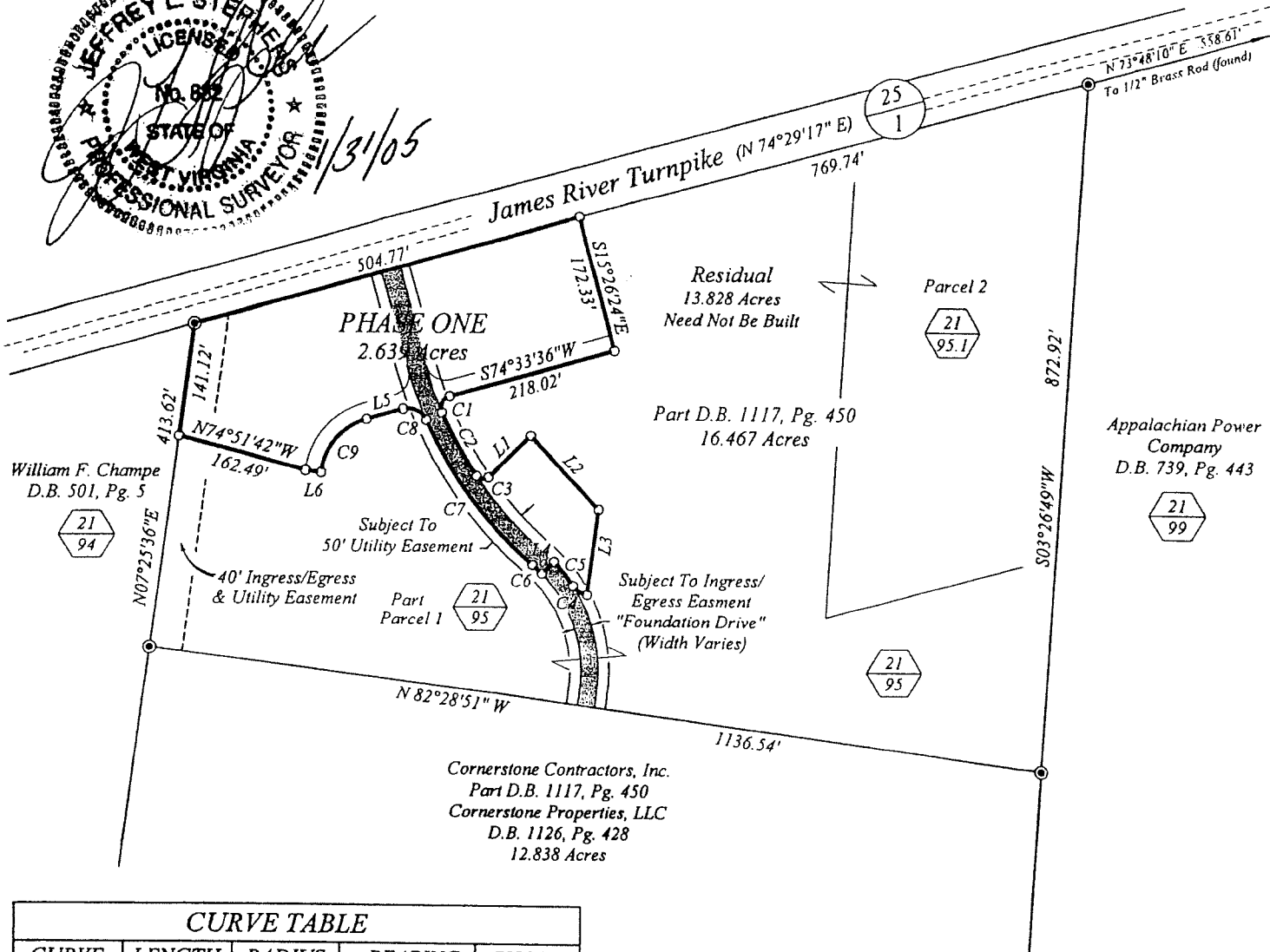
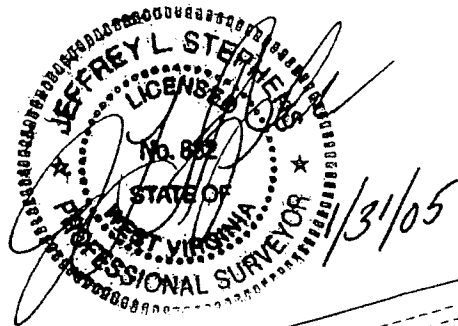
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald L. Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 1.582 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1117, at Page 450.

LEGEND

- 5/8" rebar and plastic cap stamped "JL Stephens" (set this survey)
- Point, identified as noted.



CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	25.82	15.00	S25°14'53"W	22.75
C2	90.52	498.00	S29°16'15"E	90.39
C3	17.31	10.00	S84°04'13"E	15.23
C4	21.63	25.00	N57°41'57"W	20.96
C5	39.50	202.00	N38°31'08"W	39.44
C6	16.54	180.00	N46°45'11"W	16.53
C7	229.13	520.00	N36°45'44"W	227.28
C8	35.47	25.00	N64°47'22"W	32.57
C9	93.61	80.00	S41°02'22"W	88.36

LINE	BEARING	LENGTH
L1	N46°20'14"E	74.74
L2	S43°39'46"E	126.53
L3	S07°31'07"W	110.33
L4	S45°52'45"W	22.00
L5	S74°33'36"W	48.42
L6	N82°28'53"W	20.00

Project No : 03-209  
 File Name : phase1a-plat.dwg  
 Issue Date : August, 2004  
 REVISIONS

FLOOD PLAIN NOTE:  
 Subject property lies within the area designated as Zone X (area determined to outside 500-year flood plain) as depicted upon the FEMA Flood Insurance Rate Map: Cabell County, Community-Panel Number 540016-0015 A, effective date September 30, 1987.

SHEET 1 of 2

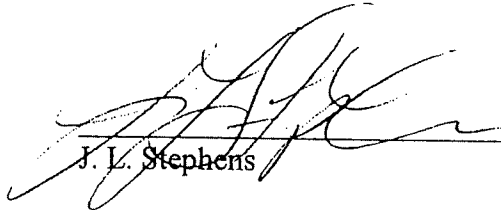
Prepared By:  
**GeOSAM**  
 Geographic Surveying and Mapping  
 J.L. Stephens, PS  
 J.L. Stephens & Associates, Inc.  
 1038 Sixth Avenue  
 Huntington, WV 25701  
 (304) 522-0811

DECLARATION OF CONDOMINIUM  
*Phase One*  
 of  
**Cornerstone at James River**  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 2, 4, 6, 8, 80, 82, 84 and 86, of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

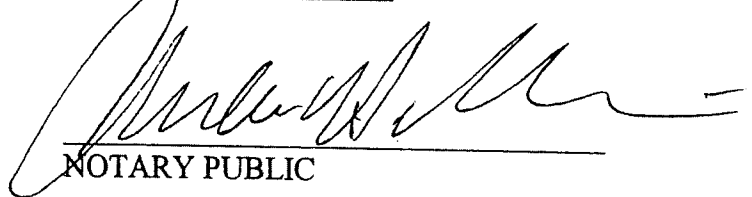
Dated this 1<sup>st</sup> day of February, 2005.

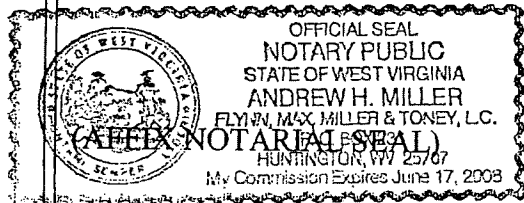
  
\_\_\_\_\_  
J. L. Stephens

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2005,  
by J. L. Stephens.

My commission expires June 17, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC



BY-LAWS OF CORNERSTONE AT JAMES RIVER CONDOMINIUM  
ASSOCIATION, INC.

Article I

OFFICES

The principal office of the Corporation in the State of West Virginia shall be located in the County of Cabell.

The registered office of the Corporation, required by the West Virginia Corporation Act to be maintained in the State of West Virginia may be, but need not be, identical with the principal office in the State of West Virginia, and the address of the registered office may be changed from time to time by the Executive Board.

Article II

MEMBERS

§2.1 MEMBERSHIP. Owners of Units in Cornerstone at James River Condominium shall be members of the corporation.

§2.2 VOTES. Each member shall have the vote allocated to the Unit owned by such member. If a Unit is owned by multiple members, such members shall collectively have the vote allocated to such Unit.

§2.3 ANNUAL MEETING. The annual meeting of the Members shall be held on the third Saturday in the month of January in each year, beginning with the year 2005 at the hour of 6:00 o'clock P.M., or such other time on such other day within such month as shall be fixed by the Executive Board, for the purpose of electing the Executive Board and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of West Virginia, such meeting shall be held on the next succeeding business day. If the election of the Executive Board shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Executive Board shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

§2.4 SPECIAL MEETING. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Executive Board, and shall be called by the President at the request of not less than one-tenth of the Members.

§2.5 PLACE OF MEETING. All meetings shall be held at the principal office of the Corporation in the State of West Virginia.

Prepared by:  
LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 528-2591

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§2.6 NOTICE OF MEETING. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than seven nor more than thirty days before the date of meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officer or other persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Corporation, with postage thereon prepaid.

§2.7 QUORUM. Members representing ownership of a majority of the Units, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than a majority of the Members are represented at the meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

§2.8 PROXIES. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

### Article III

#### EXECUTIVE BOARD

§3.1 GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Executive Board. The Executive Board shall be the same as the entity referred to in the Articles of Incorporation and in the West Virginia Corporation Act as the Board of Directors and in the Uniform Common Interest Ownership Act as the Executive Board.

§3.2 DECLARANT CONTROL OF EXECUTIVE BOARD. Notwithstanding any other provision of these Bylaws, Cornerstone Contractors, Inc., hereinafter called Declarant, shall have the right to appoint and remove the officers and members of the Executive Board until the earlier of (a) Sixty days after conveyance of seventy-five percent of the Units that may be created to Unit Owners other than the Declarant; (b) two years after the Declarants has ceased to offer units for sale in the ordinary course of business; or (c) two years after any right to add new units was last exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded

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MILLER & TONEY, L.C.  
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instrument executed by the Declarant, be approved by the Declarant before they become effective.

Not later than sixty days after conveyance of twenty-five percent of the Units that may be created to Unit Owners other than the Declarant, at least one member and not less than twenty-five percent of the members of the Executive Board must be elected by Unit Owners other than the Declarant. Not later than sixty days after conveyance of fifty percent of the units that may be created to unit owners other than the Declarant, not less than thirty-three and one-third percent of the members of the Executive Board must be elected by unit owners other than the Declarant.

§3.3 NUMBER, TENURE AND QUALIFICATIONS. The number of Executive Board Member, shall be three. Each Executive Board Member shall hold office until the next annual meeting of Members and until his successor shall have been elected and qualified. Executive Board Members must be members of the Corporation or officers or employees of corporations, limited liability companies, partnerships or other business organizations which are Members of the corporation.

§3.4 REGULAR MEETINGS. A regular meeting of the Executive Board shall be held without other notice than this By-law immediately after, and at the same place as, the annual meeting of Members. The Executive Board may provide, by resolution, the time and place, either within or without the State of West Virginia, for the holding of additional regular meetings without other notice than such resolution.

§3.5 SPECIAL MEETINGS. Special meetings of the Executive Board may be called by or at the request of the President or any two Executive Board Members. The person or persons authorized to call special meetings of the Executive Board may fix any place, either within or without the State of West Virginia, as the place for holding any special meeting of the Executive Board.

§3.6 NOTICE. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each Executive Board Member at his business address, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. Any Executive Board Member may waive notice of any meeting. The attendance of an Executive Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Executive Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the notice or waiver of notice of such meeting.

§3.7 QUORUM. A majority of the number of Executive Board Members fixed by Section 3 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Executive Board, but if less than such majority is present at a meeting, a

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majority of the Executive Board Members present may adjourn the meeting from time to time without further notice.

§3.8 MANNER OF ACTING. The act of the majority of the Executive Board Members present at a meeting at which a quorum is present shall be the act of the Executive Board.

§3.9 ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Executive Board at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Executive Board Members.

§3.10 VACANCIES. Any vacancy occurring in the Executive Board may be filled by the affirmative vote of a majority of the remaining Executive Board Members though less than a quorum of the Executive Board. An Executive Board Member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Executive Board Members may be filled by election by the Executive Board for a term of office continuing only until the next election of Executive Board Members by the Members.

§3.11 PRESUMPTION OF ASSENT. An Executive Board Member who is present at a meeting of the Executive Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Executive Board Member who voted in favor of such action.

#### Article IV

#### OFFICERS

§4.1 NUMBER. The Officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom shall be elected by the Executive Board. One or more Vice-Presidents, a Chairman, and such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Executive Board. Any two or more offices may be held by the same person, except the Offices of President and Secretary. None of the Officers of the Corporation need be a member of the Executive Board.

§4.2 ELECTION AND TERM OF OFFICE. The Officers of the Corporation to be elected by the Executive Board shall be elected annually by the Executive Board at the first meeting of the Executive Board held after each annual meeting of the Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as

Prepared by:  
LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2591

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conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

§4.3 REMOVAL. Any Officer or agent may be removed by the Executive Board whenever in its judgment the best interests of the Corporation will be served thereby.

§4.4 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Executive Board for the unexpired portion of the term.

§4.5 PRESIDENT. The President shall be the Principal Executive Officer of the Corporation and, subject to the control of the Executive Board, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the Members and of the Executive Board in the absence of a Chairman. The President may prepare, execute, certify, and record amendments to the Declaration of Condominium on behalf of the corporation.

§4.6 THE VICE-PRESIDENT. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

§4.7 THE SECRETARY. The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Executive Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member.

§4.8 THE TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Executive Board. If required by the Executive Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Executive Board shall determine.



§4.9 ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Executive Board.

§4.10 CHAIRMAN. The Chairman of the Executive Board, if one be elected, shall preside at all meetings of the Executive Board and shall have and perform such other duties as from time to time may be assigned to him by the Executive Board.

#### Article V

#### CONTRACTS, LOANS, CHECKS AND DEPOSITS

§5.1 CONTRACTS. The Executive Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

§5.2 LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Board. Such authority may be general or confined to specific instances.

§5.3 CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Treasurer.

§5.4 DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the Credit of the Corporation in such banks, trust companies or other depositories as the Executive Board may select.

§5.5 MANAGEMENT. The Executive Board may delegate any of its powers and any of the powers of the officers of the corporation to a managing agent.

#### Article VI

#### CORPORATE SEAL

The Executive Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal".

Prepared by:  
LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2591

24.01.WV

Article VII

WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or Executive Board Member under the provisions of these By-laws or under the provisions of the Articles of Incorporation or under the provisions of the West Virginia Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article VIII

AMENDMENTS

These By-laws may be altered, amended or repealed and new By-laws may be adopted by the Members.

Prepared by:  
LAW OFFICE

FLYNN, MAX,  
HILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

24.01.WV

CORNERSTONE AT JAMES  
RIVER CONDOMINIUM  
PURCHASE AGREEMENT

Date \_\_\_\_\_, 200\_\_

Purchaser(s)  
\_\_\_\_\_

Purchaser's Address  
\_\_\_\_\_

Unit No. \_\_\_\_\_ (same floor plan as Model Unit No. \_\_\_\_\_)

Deposit \$ \_\_\_\_\_ (payable to First Sentry Bank)

Purchase price (excluding options selected on Exhibit A) \$ \_\_\_\_\_

1. Public Offering Statement. Purchaser acknowledges receipt of Public Offering Statement.
2. Purchase of Condominium Unit. Cornerstone Contractors, Inc., hereinafter called "Seller," hereby agrees to sell and Purchaser hereby agrees to purchase the Condominium Unit which is or will be designated as the Unit No. designated above, Cornerstone at James River Condominium, hereinafter called the "Unit." The Unit will be served by AWHR water heater unless Purchaser elects otherwise.
3. Purchase Price and Deposit. Purchaser agrees to pay for the Unit the amount shown above as purchase price. The amount shown above as Deposit will be held in escrow by First Sentry Bank until (a) applied to the purchase price at closing; or (b) returned to Purchaser if Purchaser exercises any right to cancel under Paragraph 14 of this Agreement; or (c) paid to Seller as liquidated and agreed damages if Purchaser fails or refuses to perform

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Purchaser's part of this Agreement.

4. Initial Assessments. Purchaser agrees to pay the following initial assessments at closing:

\$ \_\_\_\_\_ to Cornerstone at James River Condominium Association, Inc.

\$225.00 to Cornerstone at James River Subdivision Homeowners Association, Inc.

5. Water Tap. Purchaser agrees to pay the sum of \$300.00 to Seller at closing to reimburse Seller for water tap fee advanced to West Virginia American Water Company.

6. Sewer Usage. Purchaser agrees to enter into a Sewer Usage Agreement with Culloden Public Service District and to pay \$300.00 tap fee and deposit charged by it.

7. Financing Contingency. This Agreement is expressly conditioned and contingent upon Purchaser obtaining a firm commitment for a deed of trust loan within the thirty (30) calendar days from the date of this Agreement. Purchaser shall apply for such financing within seven (7) calendar days from the date of this Agreement, or this contingency shall be waived. Time shall be of the essence for this financing contingency.

If the financing contingency is not applicable to Purchaser because the purchase of this Unit does not necessitate deed of trust financing by Purchaser to complete the purchase of the Unit, Purchaser so indicates waiver of this contingency by placing Purchaser's initials in the following space \_\_\_\_\_.

8. Completion Date. Seller currently estimates, but cannot guarantee, that the improvements will be substantially complete and the Unit ready for occupancy during or near the month of \_\_\_\_\_, 200\_\_, subject to unexpected delays caused by war, weather, material or labor shortages, acts of God, or other causes beyond the

reasonable control of Seller. However, Seller shall not be obligated to make, provide, or compensate for any accommodations to Purchaser as a result of construction delays or any other delays in completion of the Unit or closing of this sale. Further, such delays shall not serve to cancel, amend, or diminish any of Purchaser's obligations hereunder.

9. Closing; Possession. At such time as the Unit is substantially complete, Purchaser shall be notified and closing shall be held as soon as reasonably convenient after Purchaser has been so notified, but, in any event within seven (7) calendar days after Purchaser receives such notice. Purchaser shall be given the right and opportunity to inspect the Unit after notice and before closing. Purchaser shall have no right of access to the Unit prior to such inspection. Purchaser acknowledges that some details shall not be completed until after closing. Additionally, some exterior finish items may not be completed at such time. This is especially likely to occur during winter months or unseasonable weather. Notwithstanding the remaining items to be completed after the time of closing, Purchaser and Seller agree no funds will be placed in escrow therefor. Purchaser shall be entitled to possession of the Unit from and after the time of closing. Time shall be of the essence for this closing provision. For each day after such seven (7) calendar day period that Purchaser fails to close, Purchaser shall pay \$50.00 to Seller to compensate Seller for its damages occasioned by such delay, which are substantial but not capable of determination with mathematical precision.

10. Taxes. Taxes for the current year shall be prorated on a calendar year basis.

11. Conveyance. Seller agrees to convey said real estate to Purchaser by good and sufficient deed with covenants of GENERAL WARRANTY, unencumbered except as to restrictive covenants and easements of record; to the Declaration of Condominium For Cornerstone at James River Condominium, and to the Declaration of Restrictive Covenants

For Cornerstone at James River Subdivision.

12. Agreement and Waiver. Purchaser, at closing, will execute Agreement and Waiver in the form attached to the Public Offering Statement as EXHIBIT NO. 8.

13. Electricity. Seller reserves the right and temporary easement to use electricity from the Unit, after closing, to construct additional buildings adjacent to the Unit. Seller shall remit to Purchaser the cost of electricity which Seller reasonably estimates that it uses. This provision shall survive closing.

14. Cancellation. Unless you were given the Public Offering Statement more than fifteen days before execution of this Agreement, you may cancel this agreement within fifteen days after you first received the Public Offering Statement, by hand delivering cancellation notice to Seller or by mailing cancellation notice to Seller at P. O. Box 725, Proctorville, Ohio 45669.

15. Satisfied Customers. It is a highly important part of Seller's marketing plan that it has satisfied customers. It therefore employs what it believes to be appropriate practices to achieve customer satisfaction. Seller reserves the right in its sole discretion to terminate this Agreement at any time prior to closing and to return Purchaser's total deposit amount if Seller feels, in its sole discretion, that it is or will be unable to please Purchaser. Upon such termination, Seller shall have no further obligation to Purchaser, whether for damages or any other cause.

16. Other Agreements. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS: The following signatures:

\_\_\_\_\_ CORNERSTONE CONTRACTORS, INC.

\_\_\_\_\_ By \_\_\_\_\_

PURCHASER(S)

SELLER

This Agreement is subject to review by the President of Cornerstone Contractors, Inc. and is not binding until approved by him. This Agreement will be approved, if at all, within 48 hours.

Approved:

\_\_\_\_\_  
Stephen Manns, President  
Cornerstone Contractors, Inc.

THIS DEED, made this, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between CORNERSTONE CONTRACTORS, INC., A CORPORATION, party of the first part, and \_\_\_\_\_, party of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto the said party of the second part, the following described real estate:

Unit No. \_\_\_\_\_, Cornerstone at James River Condominium, Cabell County, West Virginia, together with appurtenant rights, obligations and interests created by the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

Being part of the same property conveyed to Cornerstone Contractors, Inc., by Raylyn Jordan, by deed dated December 22, 2003, and recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book No. 1117, at page 450.

This conveyance is made subject to any and all covenants, restrictions, easements and reservations which may be a matter of record in the Clerk's office aforesaid and running with the land.

This conveyance is made subject to the Declaration of Condominium For Cornerstone at James River Condominium.

This conveyance is made subject to the Declaration of Restrictive Covenants For Cornerstone at James River Subdivision.

And the said party of the first part does hereby covenant to and with the said party of the second part that it will WARRANT GENERALLY the title to the property hereby conveyed, except as to taxes for the current year, which are to be pro-rated by and



between the parties hereto.

The grantor herein does hereby declare that the total consideration paid for the property transferred by this document is \$\_\_\_\_\_.

IN WITNESS THEREOF, the said Cornerstone Contractors, Inc., a corporation, has caused this writing to be signed by its proper officer thereunto duly authorized:

CORNERSTONE CONTRACTORS, INC.,  
A CORPORATION

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Cornerstone Contractors, Inc., a corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

This instrument was prepared by  
Flynn, Max, Miller & Toney, L.C.  
pl/cornerstone.contractors.Inc.

Prepared by:  
LAW OFFICE

FLYNN, MAX,

MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

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PROJECTED BUDGET  
CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.  
FIRST YEAR OF OPERATION

EXPENSES PROJECTIONS

1. Administration		
a. Management	\$ 7,500.00	
b. Legal and Accounting	400.00	
c. Miscellaneous and Office Expenses	500.00	
2. Operating Expenses		
a. Building Repair and Maintenance	2,500.00	
b. Grounds Upkeep	30,000.00	
c. Snow Removal	1,000.00	
d. Amenity Facilities	5,000.00	
3. Fixed Expenses		
Insurance	<u>3,500.00</u>	
Total		\$50,400.00

Projected Monthly Assessment

Type A	\$176.00
Type B	144.00
Type C	162.00
Type D	180.00

Notes

1. Budget prepared by Cornerstone at James River Condominium Association, Inc.
2. Budget assumes 24 Units will be sold during the first year.
3. Budget assumes inflation will be moderate.
4. Declarant may make up shortfalls in income during first year.

AGREEMENT AND WAIVER

THIS AGREEMENT AND WAIVER, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between CORNERSTONE CONTRACTORS, INC., hereinafter called Seller, party of the first part and \_\_\_\_\_, hereinafter called Purchasers, parties of the second part.

WITNESSETH

WHEREAS, Seller is the developer of Cornerstone at James River Condominium; and  
WHEREAS, Purchasers have agreed to purchase a Unit in the Condominium; and  
WHEREAS, under the provisions of West Virginia Code Chapter 36B, "Uniform Common Interest Ownership Act" (specifically Section 36B-4-113 and 36B-4-114), Seller is subject to a six (6) year statute of limitation for both express and implied warranties of quality; and

WHEREAS, the provisions of the Code (specifically Section 36B-4-116) further provide that the parties hereto may agree to reduce the statute of limitation to not less than two (2) years; and

WHEREAS, as part of the consideration for the purchase, Purchasers have agreed to execute this Agreement and Waiver.

THEREFORE, WITNESS the following:

1. Purchasers waive and release Seller from the maximum time period of the statute of limitation for commencement of a legal action against Seller for breach of either implied or expressed warranties of quality.

2. Purchasers shall, in accordance with the terms of the Uniform Common Interest Ownership Act, be subject to the reduction of the statute of limitations for the commencement of a judicial proceeding against Declarant/Developer for breach of warranties of quality, either

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expressed or implied, to two (2) years.

3. The commencement of a cause of action for breach of warranty of quality, either express or implied, shall accrue to the Purchasers beginning at the time the Purchasers enter into possession of the Unit.

WITNESS: The following signatures:

\_\_\_\_\_

CORNERSTONE CONTRACTORS, INC.

\_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

PURCHASERS

SELLER

Prepared by:

LAW OFFICE

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RULES AND REGULATIONS  
FOR CORNERSTONE AT JAMES  
RIVER CONDOMINIUM  
REVISED MAY, 2010

These Rules and Regulations are adopted by Cornerstone at James River  
Condominium Association, Inc., hereinafter called the Association.

1. Personal Property

All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the patio or porch area or the garage.

Grills can be restored on the patio and may be moved to the grass for cooking purposes only, after which they must be returned to the patio. Care must be taken not to damage the grass area.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Executive Board.

2. Decorative Items

Display of any of the following is prohibited:

Wreaths (door or wall), provided, however, that wreaths shall be permitted on the front door with the approval of the Executive Board

Bird feeders or bird baths (tree-hanging or freestanding) except during the period of November 1, through March 1. However, bird feeders or bird baths shall be permitted on porches, patios or the unit's mulched beds any time.

Flower/plant pots shall be permitted in the 1 ½ story unit's mulched bed only along either side of the front walk and in the 2 story unit's mulch bed only in front of the windows and along the walkway.

Flowers/plant pots must conform to the existing landscaping. Such flowers, in pots or ground, may not grow taller than the bottom sill of the windows. One potted flower or plant shall be allowed on the driveway. All flowers/plants added by the homeowner in accordance with these rules are the sole responsibility of the homeowner and are subject to the approval of the Executive Board. Any item considered to be nonconforming or objectionable by the Executive Board will be subject to removal at the homeowner's

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expense. The landscape contractor and the Association are held harmless for any damage that may occur. Further, existing shrubs planted by the landscape contractor or the Association are the sole responsibility of the Association to maintain, prune and replace.

Garden hose hangers

Ground/landscape lights or stepping stones, provided ground/landscaping lights are solar powered and the bulbs are clear or white lights only. Such ground/landscaping lights or stepping stones shall be permitted on porches, patios or the unit's mulched beds."

Wall plaques, provided that wall plaques are adhered to porch or patio area only, in such a manner that the homeowner can easily remove the plaques and return the wall surface to its original condition.

Windssocks/wind chimes/decorative flags, provided that they do not exceed 16 inches in width and 30 inches in height, and are placed in the mulched areas only."

#### A. Holiday Decorations

Christmas lights and decorations are permitted to be placed in the limited common areas and/or on building exteriors provided the decorations do not damage limited common area, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7<sup>th</sup> of the following year. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

#### B. The American Flag

The American Flag may be flown or displayed at any time following normal flag protocol.

All decorative additions made by the homeowner in accordance with the rules and regulations are subject to the approval of the Executive Board. Any item considered to be nonconforming or objectionable by the Executive Board will be subject to removal at the homeowner's expense.

### 3. Landscape Plants

All landscaping plans must be approved by the Executive Board.

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#### 4. Prohibited Items

Except as permitted by the Executive Board, the following items will be strictly prohibited in any common area of the Condominium: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any patio fence (swim suits, towels, rugs, etc., included).

Statue, statuette, yard or lawn ornament, ornamental rocks or stones shall be allowed in the unit's mulched beds. Such items shall be limited in number to three, and must not exceed the height of the bottom of the window sill.

#### 5. Alterations

No alterations may be made to exterior surface of the building without the approval of the Executive Board. No material shall be applied to porch floors without the written consent of the Executive Board, provided, however, that it shall be permissible to apply aggregate wash gravel as in Unit 4, epoxy sealant, and ceramic or stone tiles without such consent. Any addition must closely match the color of the unit's exterior walls or the original concrete surface. Edging, bricks or pavers used to protect the outer edge of the surface shall not exceed 8 inches from edge of patio. All such surfaces or edging are subject to prior approval of the Executive Board. The installation, care and repair of the addition are the sole responsibility of the homeowner. The landscape contractor and the Association are held harmless for any damage that may occur.

#### 6. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige or light gray on the exterior side.

#### 7. Signs

Except as permitted by the Executive Board, nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. No real estate signs are permitted in any common area, but shall be permitted in the unit's mulched beds.

#### 8. Animals

A. No more than one household domestic pet, not bred or maintained for commercial purposes, may be kept in any one home.

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Pets shall be limited to dogs or cats. However, if an owner has more than one pet when he or she moves into the condominium; and, such pets comply with the requirements of the Declaration of Condominium, up to two (2) pets may be kept by the owners.

B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up of all pet litter.

C. No pet shall be tethered outside in the lawn or common area.

D. Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Executive Board.

#### 9. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a 3/4 ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in limited common area (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks when in the area to perform service or repair work are an authorized exception.

All parking by residents or guests must be: (a) within the garage, (b) in the limited common area in front of the garage door, (c) in the parking spaces at the Clubhouse area, or (d) on the side drive in such a manner so as not to block any other residents access to the garage or street. No vehicle may be parked in the clubhouse parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed at owner's expense.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any common or limited common area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in limited common or common areas except for short-term emergency work (flat tire, battery charge, etc.).

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No vehicle shall be parked in any manner, which blocks any street or driveway, or the ingress/egress to any garage other than the owners. The speed limit within the community is 15 mph.. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

10. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.

C. Guests are limited to three (3) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present. Pool passes may be required.

D. The following are prohibited in the pool area:

- Animals or pets
- Glass or other breakable items
- Running, diving or disruptive behavior
- Excessive noise, splashing or radios without headphones
- Private pool parties
- Electrical Devices

E. Swimming is permitted only in garments sold as swim wear. Infants must also wear swimsuits - no diapers are permitted in the water.

F. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use.

G. The pool will be open daily during swimming season until 10:00 p.m.

H. Wet swim wear is not permitted in the Clubhouse lounge area.

I. The gas grill is to be operated by adult residents only and cleaned up after use.

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## 11. Clubhouse

The Clubhouse is for the private use of the residents. It is available for residents only for non-profit parties or meetings. The following policy applies:

- A. Reservations are granted on a first request basis.
- B. The renting resident is responsible for all clean-up and trash removal. Clean-up must be done (completely) the day of the party.
- C. Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be billed to the resident.

## 12. Trash Collection

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids are permitted.

All trash for collection must be set out at the street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

## 13. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the Condominium. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Executive Board as a planned community activity.

## 14. Condominium Sales

Any owner who sells his or her Condominium Unit is responsible for:

- A. Making certain the Association is aware of ownership changes at the time a closing date is established.
- B. Making certain all Condominium assessments are current.
- C. Making certain that all real estate personnel and/or contractor's sales agents present copies of Covenants, Public Offering Statement, Declaration of Condominium Rules and

Regulations prior to contract signing. This shall include a summary of assessment fees due at time of closing and cost of monthly Association dues.

15. Amendments

These policies and guidelines may be subject to change from time to time by the Executive Board.

Prepared by:

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①

FIRST SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

All that certain parcel of real estate situate on the waters of Indian Fork, Grant District, Cabell County, and being more particularly bounded and described as follows:

BEGINNING at a point in the south line of James River Turnpike, at the northeasterly corner of Cornerstone at James River Condominium, Phase One, said point being South 74°29'17" West, 504.77 feet from the northwesterly corner of Cornerstone Contractors, Inc. (D.B. 1117, Pg. 450) and the northeasterly corner of William F. Champe (D. B. 501, Pg. 5), thence, leaving said Phase One, with said Turnpike, North 74°29'17" East, 105.93 feet to a point, thence, leaving said Turnpike, South 15°26'24" East, 172.46 feet to a point on the south side of Cornerstone Circle, thence, with said Cornerstone Circle, South 74°33'36" West, 85.58 feet to a point, thence, leaving said Cornerstone Circle, South 15°26'24" East, 137.48 feet to a point, thence, South 46°20'15" West, 104.10 feet to a point at a corner of said Phase One, thence, with said Phase One, North 43°39'45" West, 126.53 feet to a point, thence, South 46°20'15" West, 74.74 feet to a point of curvature, thence, curving to the right, 17.31 feet, having a radius of 10.00 feet, and a chord of which bears, North 84°04'13" West, 15.23 feet to a point in the east side of Foundation Drive, thence, continuing with said Phase One, with said Foundation Drive, curving to the right 90.52 feet, having a radius of 498.00 feet, and a chord of which bears, North 29°16'15" East, 90.39 feet to a point, thence, leaving said Foundation Drive, with said Cornerstone Circle, curving to the right 25.82 feet, having a radius of 15.00 feet, and a chord of which bears, North 25°14'53" East, 22.75 feet to a point of tangency, thence, North 74°33'36" East, 218.02

CABELL COUNTY CLERK  
COVENANT  
Date/Time: 07/13/2005 15:44  
Inst #: 219388  
Book/Page: 339- / 500-  
Recd/Tax: 9.00 .00  
Clerk 23

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feet to a point, thence, crossing and leaving said Cornerstone Circle, continuing with said Phase One, North 15°26'24" West, 172.33 feet to the BEGINNING, containing 1.149 acres, to be the same, more or less, SUBJECT, HOWEVER, to a part of an easement 50 feet in width, being 25 feet on each side of the physical centerline of Foundation Drive, for the installation and maintenance of utilities serving the 12.838 acre parcel of real estate adjoining to the south owned by Cornerstone Contractors, Inc. and Cornerstone Properties, LLC. TOGETHER with, an easement over, under and through both parcels to the south for the use of the sewage treatment plant and for the installation and maintenance of a sewer line to the treatment plant and the effluent line from the pump station.

2. Paragraph 3 is hereby amended by replacing the word "eight" with the word "twelve."

3. Paragraph 4 is hereby amended by deleting the first sentence thereof and replacing the same with the following:

"The plat attached to the Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A, and the plat attached to the First Set of Amendments To Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A, and plats which may be attached to subsequent Amendments adding Units to the Condominium, designate the exterior boundaries of the Units. The dimensions of Unit 80, Unit 84, Unit 76 and Unit 77 shall be as shown on the document attached to the First Set of Amendments To Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT B, as RANCHERO (B). The dimensions of Unit 82, Unit 86, Unit 78 and Unit 79 shall be as shown on the document attached to the First Set of Amendments To Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT B, as RANCHERO (A)."

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage

share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type C	9.1%
Unit 4	Type D	10.1%
Unit 6	Type D	10.1%
Unit 8	Type D	10.1%
Unit 80	Type A	7.07%
Unit 82	Type B	8.08%
Unit 84	Type A	7.07%
Unit 86	Type B	8.08%
Unit 76	Type A	7.07%
Unit 78	Type B	8.08%
Unit 77	Type A	7.07%
Unit 79	Type B	8.08%

The formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

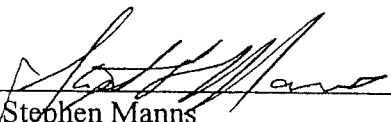
5. Paragraph 19 is hereby amended as follows: In the first sentence thereof, the number "52" is hereby replaced by the number "48." The second sentence thereof is deleted

in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the First Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT C as "Residual 12.679 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT D.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this First Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

By   
Stephen Manns  
Its President

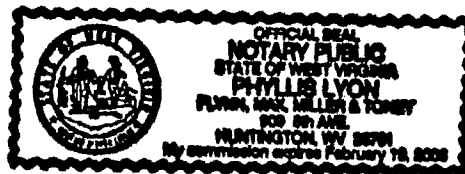
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

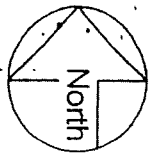
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2005, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires February 19, 2006.

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)





WV DOT R/W

James River Turnpike

25  
1

RESIDUAL  
Need Not Be Built

PHASE ONE

78 76

CIRCLE

FOUNDATION

CORNERSTONE

RESIDUAL  
Need Not Be Built

PHASE TWO

79 77

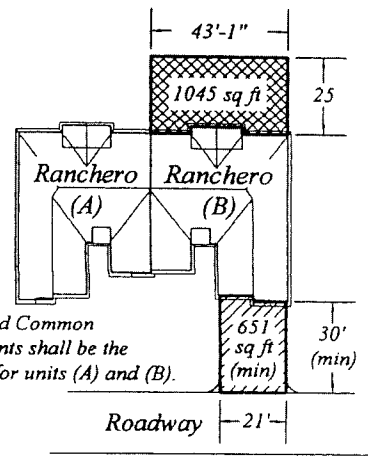
NOTE:  
All areas and improvements  
not designated by limited  
common areas or unit  
designations are common  
areas.

DRIVE

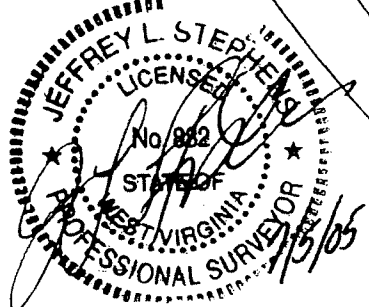
RESIDUAL  
Need Not Be Built

PHASE ONE

RESIDUAL  
Need Not Be Built



Limited Common  
Elements shall be the  
same for units (A) and (B).



Project No : 03-209  
File Name : phase2a-plan.dwg  
Issue Date : July 2005

LIVING UNIT KEY

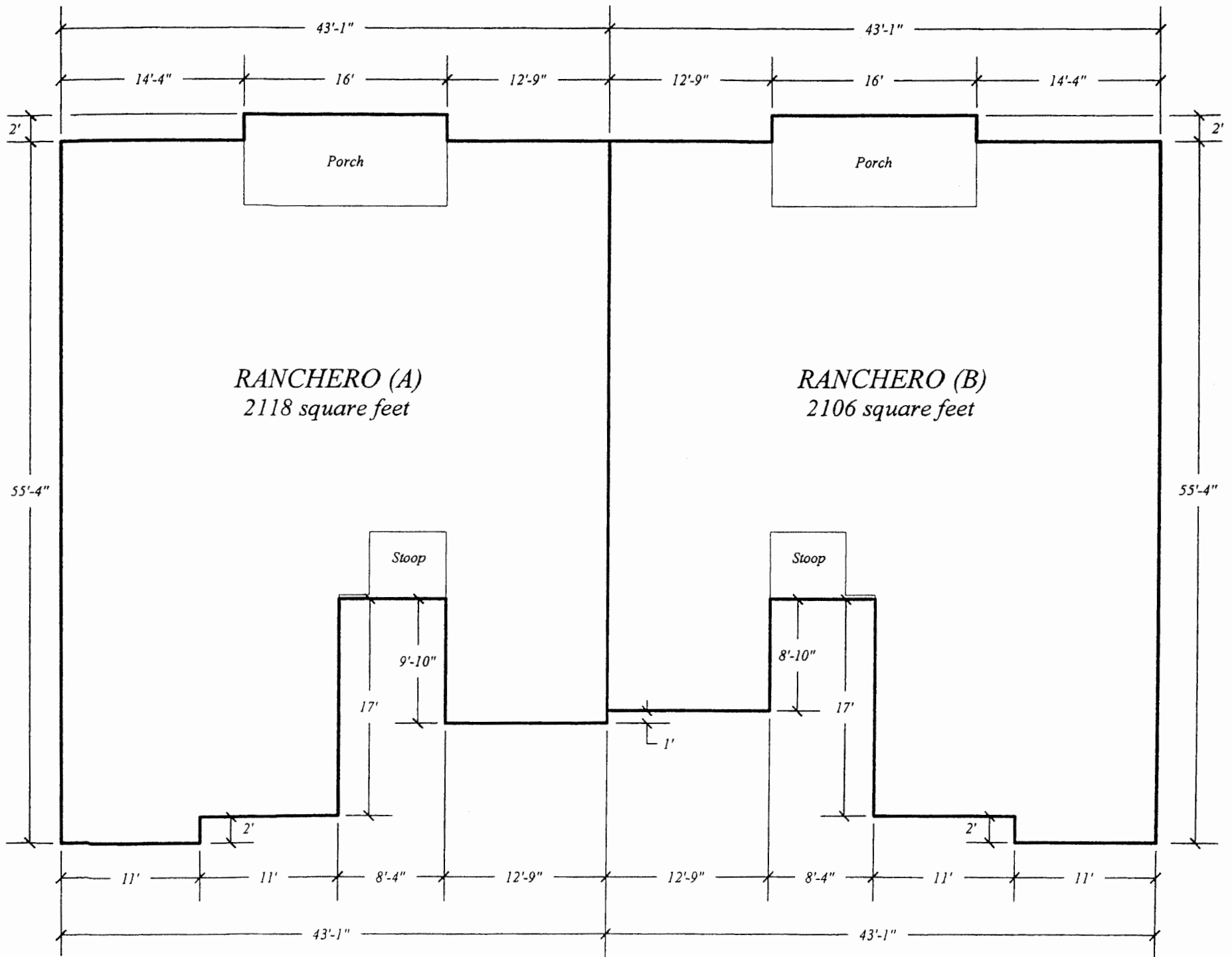
- 76 Ranchero (B)
- 77 Ranchero (A)
- 78 Ranchero (A)
- 79 Ranchero (B)

SHEET 2 of 2

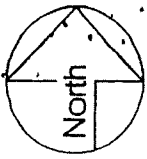
Prepared By:  
**GeOSAM**  
Geographic Surveying and Mapping  
J.L. Stephens, PS  
J.L. Stephens & Associates, Inc.  
1038 Sixth Avenue  
Huntington, WV 25701  
13041 522-0811

Common Interest Community Plan For  
*Phase Two*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia





THE RANCHERO



BASIS OF BEARINGS:

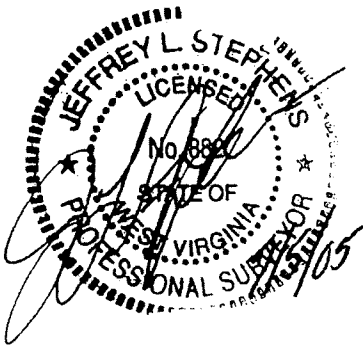
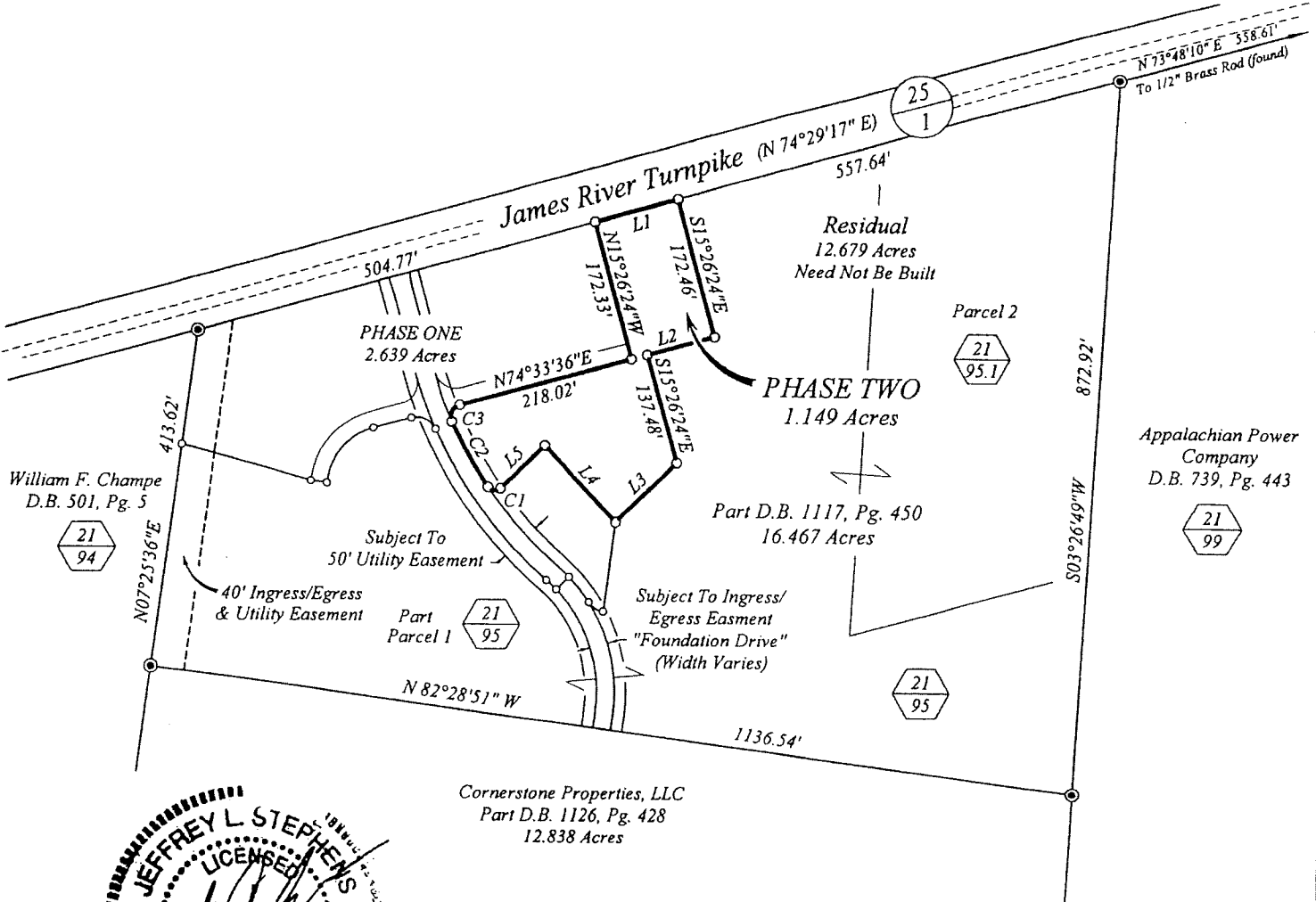
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald L. Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 1.149 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1117, at Page 450.

LEGEND

- 5/8" rebar and plastic cap stamped "JL Stephens" (set this survey)
- Point, identified as noted.



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	17.31	10.00	N84°04'13"W	15.23
C2	90.52	498.00	N29°16'15"W	90.39
C3	25.82	15.00	N25°14'53"E	22.75

LINE TABLE

LINE	BEARING	LENGTH
L1	N74°29'17"E	105.93
L2	S74°33'36"W	85.58
L3	S46°20'15"W	104.10
L4	N43°39'45"W	126.53
L5	S46°20'15"W	74.74

Project No : 03-209  
File Name : phase2a-plat.dwg  
Issue Date : July, 2005  
REVISIONS

FLOOD PLAIN NOTE:  
Subject property lies within the area designated as Zone X (area determined to outside 500-year flood plain) as depicted upon the FEMA Flood Insurance Rate Map: Cabell County, Community-Panel Number 540016-0015 A, effective date September 30, 1987.

SHEET 1 of 2

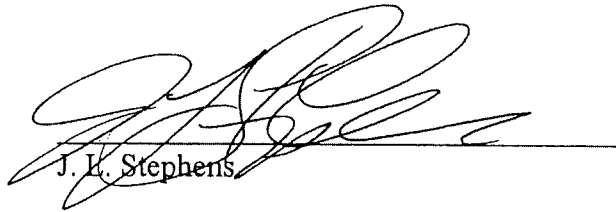
Prepared By:  
**GeOSAM**  
Geographic Surveying and Mapping  
J.L. Stephens, PS  
J.L. Stephens & Associates, Inc.  
1036 Sixth Avenue  
Huntington, WV 25701  
(304) 522-0811

DECLARATION OF CONDOMINIUM  
*Phase Two*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 76, 78, 77, and 79 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 1<sup>st</sup> day of July, 2005.

  
J. L. Stephens

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 1st day of July, 2005, by  
J. L. Stephens.

My commission expires February 19, 2006.

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 12/07/2005 14:57  
Inst #: 229232  
Book/Page: 341- / 660-  
Recd/Tax: 8.00 .00

SECOND SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM

FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real

estate:

All that certain parcel of real estate situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia and being more particularly bounded and described as follows:

PARCEL A:

**BEGINNING** at a point in the southeasterly corner of Phase One of Cornerstone Condominiums, on the easterly line of William Champe (DB 501 PG 5), from which a 5/8" rebar and plastic cap at the northeasterly corner of said Champe, in the southerly line of James River Turnpike bears, North 07° 25' 36" East, 141.12 feet; thence South 74° 51' 42" East, 162.50 feet to a point; thence South 82° 28' 53" East, 20.00 feet to a point; thence South 07° 31' 59" West, 28.63 feet to a point, thence curving to the left 45.21 feet, having a radius of 79.93 feet, and a chord of which bears South 08° 40' 20" East, 44.61 feet; thence South 65° 08' 14" West, 228.71 feet to a point on the easterly line of said Champe; thence North 07° 25' 36" East, 215.51 feet to the **BEGINNING**, containing 0.613 acres, to be the same more or less. **SUBJECT, HOWEVER**, to a 40 foot ingress/egress and utility easement contiguous with and along the westerly line.

PARCEL B:

**BEGINNING** at a point at an easterly corner of Phase Two of Cornerstone Condominiums, in the southerly line of Cornerstone Circle; thence with said Cornerstone Circle, North 74° 33' 36" East, 106.18 feet to a point; thence

Return to:  
Flynn, Max, Miller & Toney, L.C.  
P. O. Box 236  
Huntington, WV 25707  
DS-2857

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

leaving said Cornerstone Circle, South 15° 26' 24" East, 137.48 feet to a point; thence South 74° 33' 36" West, 106.17 feet to a point at the southeasterly corner of said Phase Two; thence with said Phase Two, North 15° 26' 24" West, 137.48 feet to the **BEGINNING**, containing 0.335 acres, to be the same, more or less

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

“There are sixteen Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.”

3. Plats adding additional real estate and Units 10, 12, 73, and 75 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	7.35%
Unit 4	Type D	7.35%
Unit 6	Type D	7.35%
Unit 8	Type D	7.35%
Unit 10	Type D	7.35%
Unit 12	Type D	7.35%
Unit 73	Type B	5.88%
Unit 75	Type B	5.88%

CARROLL COUNTY CLERK  
 CLERK 23  
 DEPARTMENT  
 Date/Time: 12/07/2005 14:57  
 Inst #: 229232  
 Book/Page: 341 / 681  
 Recd/Tax: 9.00 .00

Unit 76	Type A	5.15%
Unit 77	Type A	5.15%
Unit 78	Type B	5.88%
Unit 79	Type B	5.88%
Unit 80	Type A	5.15%
Unit 82	Type B	5.88%
Unit 84	Type A	5.15%
Unit 86	Type B	5.88%

The formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 44 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Second Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residential 11.731 Acres Need Not Be Built."

CARROLL COUNTY CLERK  
 CLERK 23  
 COVENANT  
 Date/Time: 12/07/2005 14:57  
 Inst #: 229232  
 Book/Page: 341 - / 682  
 Rent/Tax: 9.00  
 .00

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Second Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

By *Stephen Manns*  
Stephen Manns  
Its President

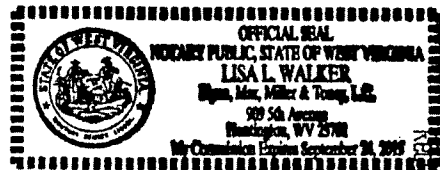
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2005, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

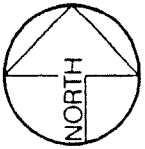
My commission expires September 24, 2015.

*Lisa L. Walker*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

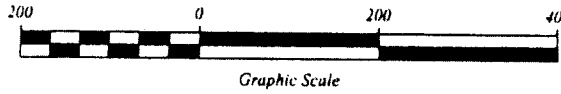


CABELL COUNTY CLERK  
CLERK 23  
Date/Time: 12/07/2005 14:57  
Inst #: 229232  
Book/Page: 341- / 683-  
Net/Tax: 8.00 .00



**BASIS of BEARINGS:**

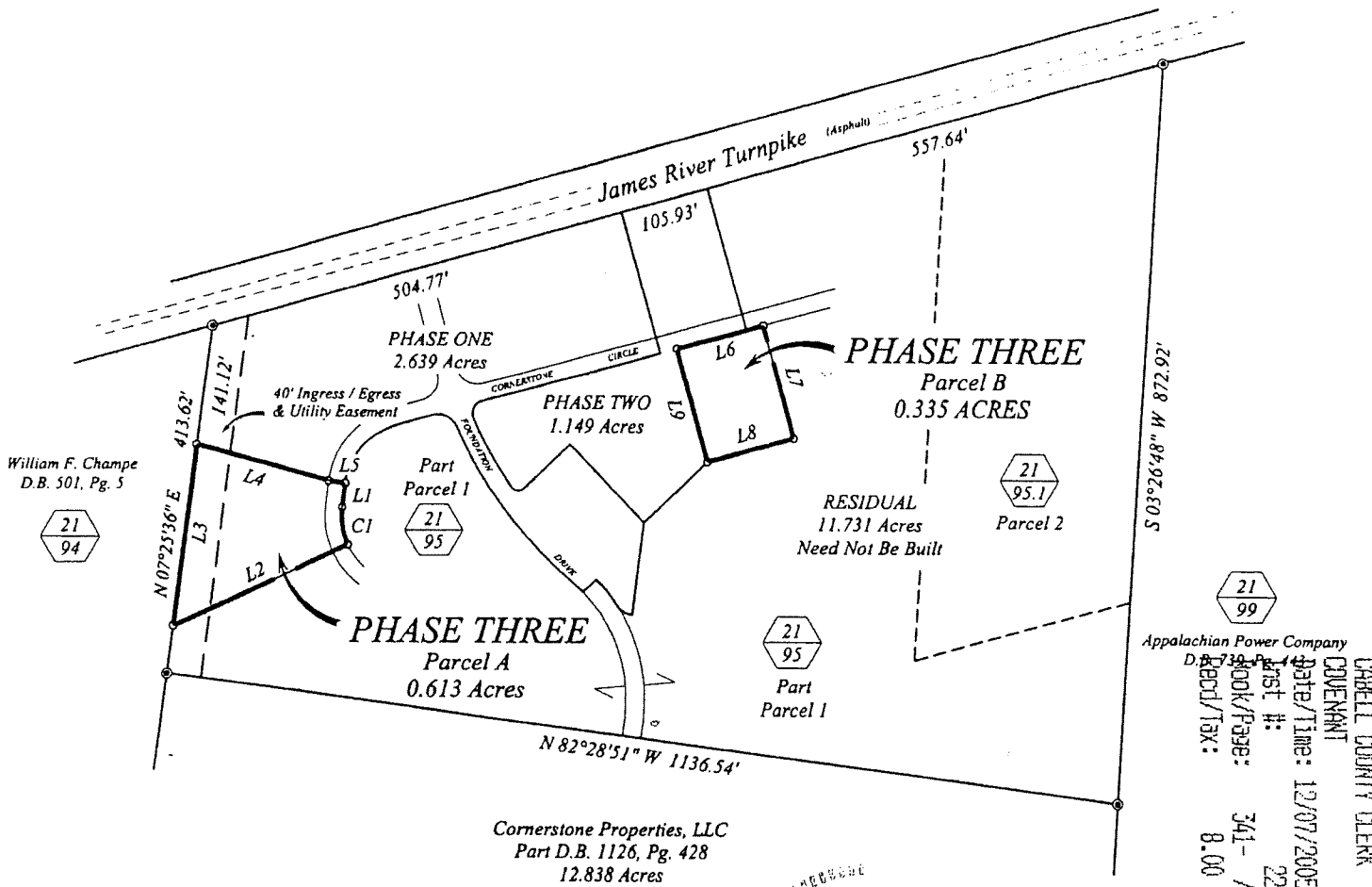
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronuls Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.948 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



21  
94

21  
95

21  
95

21  
95.1

21  
99

COVENANT  
Date/Time: 12/07/2005 14:57  
Inst #: 229222  
Book/Page: 341 - / 684 -  
Paid/Tax: 8.00

CABELL COUNTY CLERK  
Clerk 23

LINE	BEARING	DISTANCE
L1	S 07°31'59" W	28.63'
L2	S 65°08'14" W	228.71'
L3	N 07°25'36" E	215.51'
L4	S 74°51'42" E	162.50'
L5	S 82°28'33" E	20.00'
L6	N 74°33'36" E	106.17'
L7	S 15°26'25" E	137.48'
L8	S 74°33'35" W	106.18'
L9	N 15°26'24" W	137.48'

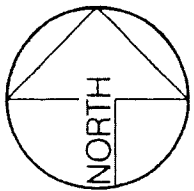
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	45.21'	80.00'	N 08°40'20" W	44.61'

JEFFREY L. STEPHENS  
LICENSED PROFESSIONAL SURVEYOR  
No. 882  
STATE OF WEST VIRGINIA  
12/15/05

DECLARATION OF CONDOMINIUM  
Phase Three  
Cornerstone at James River  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeoSAM  
JL Stephens & Associates  
537 Washington Avenue  
Huntington, WV 25701  
304.522.0811

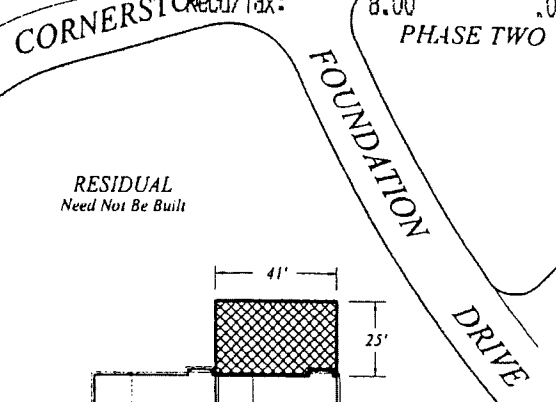
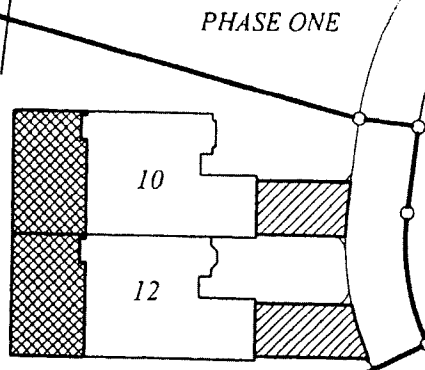




- LEGEND**  
LIMITED COMMON ELEMENTS
- Driveway Limitation
  - Rear Yard Limitation

William F. Champe  
D.B. 301, Pg. 5

40' Ingress / Egress  
& Utility Easement



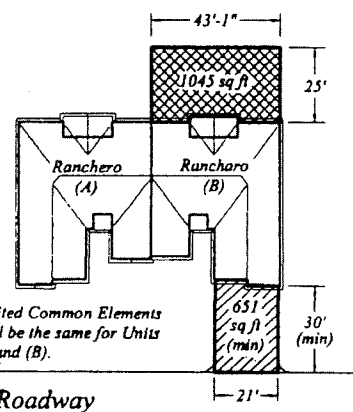
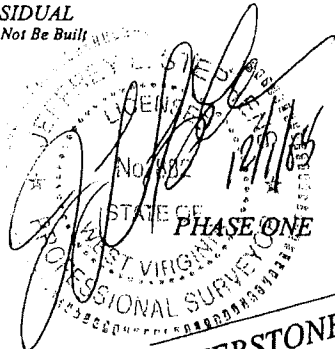
Limited Common Elements shall be the same for Units (A) and (B).

**PHASE THREE**  
Parcel A

RESIDUAL  
Need Not Be Built

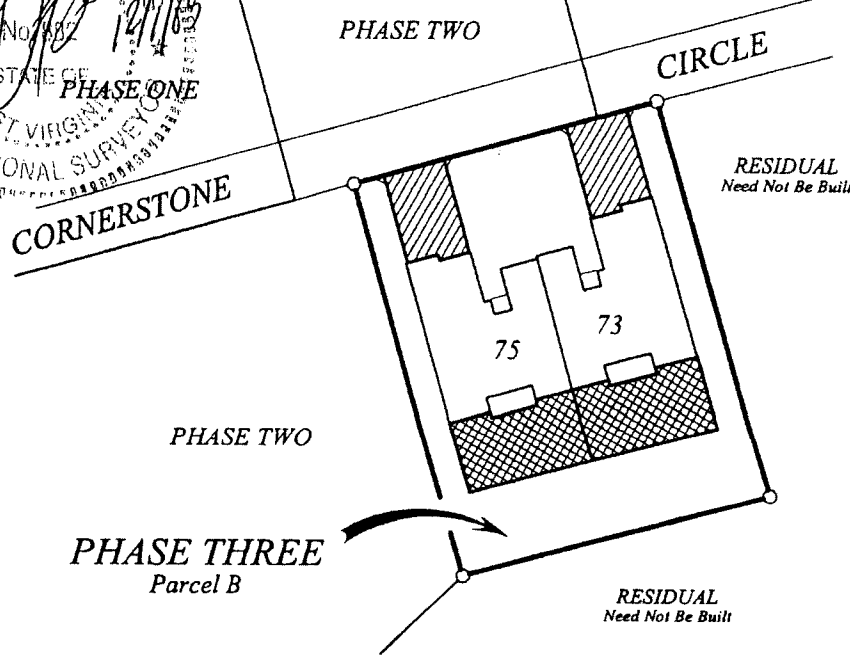
RESIDUAL  
Need Not Be Built

**NOTE:**  
All areas and improvements not designated by limited common areas or unit designations are common areas.



Limited Common Elements shall be the same for Units (A) and (B).

Roadway



RESIDUAL  
Need Not Be Built

RESIDUAL  
Need Not Be Built

**LIVING UNIT KEY**

- 10 Casa Villa (B)
- 12 Casa Villa (A)
- 73 Ranchero (A)
- 75 Ranchero (B)

Common Interest Community Plan For

*Phase Three*  
*of*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

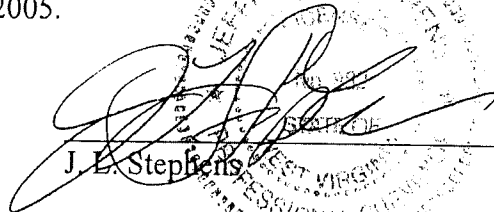
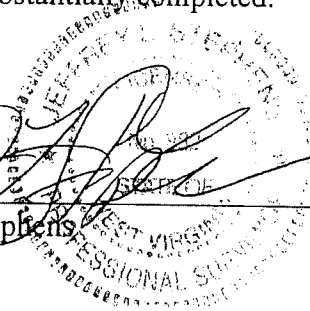
**GeoSAM**

JL Stephens  
& Associates  
537 Washington Avenue  
Huntington, WV 25701  
204.882.0911

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 10,12,73, and 75 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 5<sup>th</sup> day of December, 2005.

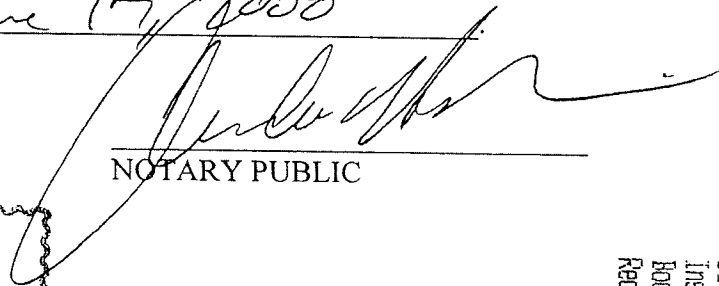
  
\_\_\_\_\_  
J. L. Stephens  


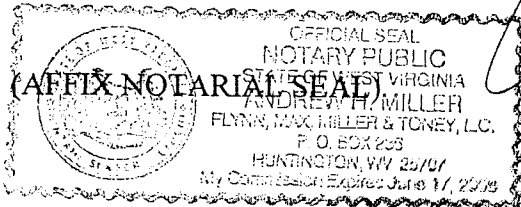
STATE OF WEST VIRGINIA,

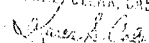
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2005, by J. L. Stephens.

My commission expires June 17, 2008

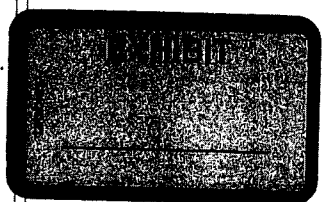
  
\_\_\_\_\_  
NOTARY PUBLIC



WEST VIRGINIA COMPLETION CLERK, CABELL COUNTY COURT  
RECORDING AND RETURN TO THE CLERK'S OFFICE  
1501 1/2 BROADWAY, HUNTINGTON, WV 25701  
PHONE: (304) 529-2591  
FAX: (304) 529-2592  
E-MAIL: COMPLETION@CLERK.CABELLCOUNTY.WV.GOV  
DATE: (WITH SIGNATURE) CLERK, CABELL COUNTY COURT  
**DEC 07 2005**  


CABELL COUNTY CLERK  
CLERK 23  
COVENANT  
Date/Time: 12/07/2005 14:57  
Inst #: 229232  
Book/Page: 341 - / 688 -  
Recd/Tax: 9.00  
0.00

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
LER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591



THIRD SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

All that certain parcel of real estate on the waters of Indian Fork, Grant District, Cabell County, West Virginia and being more particularly bounded and described as follows:

**BEGINNING** at a point in the southerly line of James River Turnpike, from which the northeasterly corner of the grantor herein bears N 74°29'16" East, 451.22 feet,

Thence, leaving said Turnpike, severing the lands of the grantor herein, South 15°26'24" East, 152.60 feet to a point in the northerly line of Cornerstone Circle,

Thence, with said Cornerstone Circle, North 74°33'36" East, 20.35 feet to a point,

Thence, crossing said Cornerstone Circle, South 15°26'24" East, leaving said Cornerstone Circle at 20 feet, in all, 157.48 feet to a point,

Thence, South 74°33'37" West, 106.18 feet to a point at the southeasterly corner of Phase Three, Parcel B of Cornerstone Condominiums,

Thence, with said Phase Three, Parcel B, North 15°26'25" West, 137.48 feet to a point in the southerly line of said Cornerstone Circle,

CABELL COUNTY CLERK  
 CONDEMNANT  
 Date/Time: 03/07/2006 14:27  
 Inst #: 234896  
 Book/Page: 343- / 266-  
 Recd/Tax: 8.00 .00  
 Clerk 23

Return to:  
 Flynn, Max, Miller & Toney, L.C.  
 P. O. Box 236  
 Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

Thence, with said Cornerstone Circle, South 74°33'36" West, 20.59 feet to a point at the southeasterly corner of Phase Two of said Cornerstone Condominiums,

Thence, leaving said Phase 3, crossing said Cornerstone Circle, with said Phase Two, North 15°26'24" West, leaving said Cornerstone Circle at 20 feet, in all, 172.46 feet to a point in the southerly line of said James River Turnpike,

Thence, leaving said Phase Two, with said Turnpike, North 74°29'16" East, 106.42 feet to the **BEGINNING**, containing 0.766 acres, to be the same, more or less, as depicted on the attached plat of Declaration of Condominium, Prepared by JL Stephens, PS, dated March 2, 2006, and made a part hereof.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are twenty (20) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units."

3. Plats adding additional real estate and Units 69, 71, 72, and 74 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	5.95%
Unit 4	Type D	5.95%
Unit 6	Type D	5.95%
Unit 8	Type D	5.95%
Unit 10	Type D	5.95%
Unit 12	Type D	5.95%
Unit 69	Type B	4.76%

GABELL COUNTY CLERK  
 COVENANT  
 Date/Time: 03/07/2006 14:27  
 Inst #: 234896  
 Book/Page: 343- / 267-  
 Recd/Tax: 8.00 .00  
 Clerk 23

CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 03/07/2006 14:27  
Inst #: 234896  
Book/Page: 343- / 268-  
Recd/Tax: 8.00 .00

Unit 71	Type B	4.76%
Unit 72	Type B	4.76%
Unit 73	Type B	4.76%
Unit 74	Type B	4.76%
Unit 75	Type B	4.76%
Unit 76	Type A	4.17%
Unit 77	Type A	4.17%
Unit 78	Type B	4.76%
Unit 79	Type B	4.76%
Unit 80	Type A	4.17%
Unit 82	Type B	4.76%
Unit 84	Type A	4.17%
Unit 86	Type B	4.76%

The formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 40 additional Units, Common Elements and Limited

Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 10.965 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

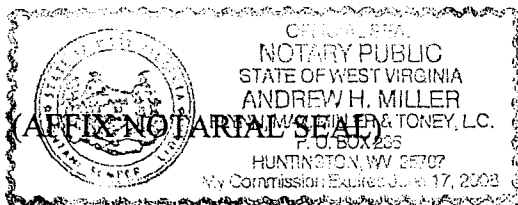
By *Stephen Manns*  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2006, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires June 17, 2008

*Andrew H. Miller*  
NOTARY PUBLIC



CABELL COUNTY CLERK  
COMENANT  
Date/Time: 03/07/2006 14:27  
Inst #: 234896  
Book/Page: 343- / 269-  
Rec'd Tax: 8.00 .00



**BASIS of BEARINGS:**

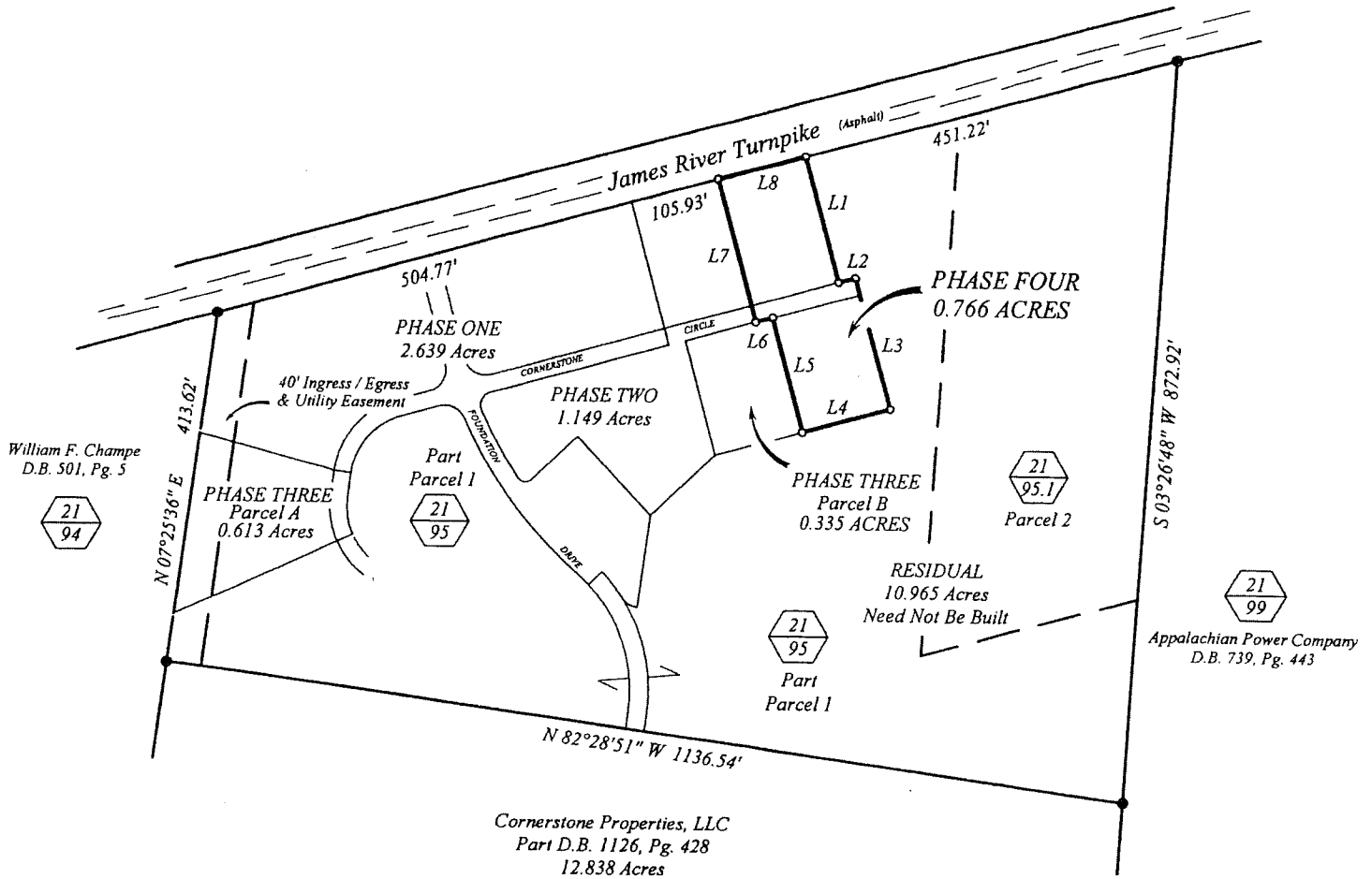
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronals Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



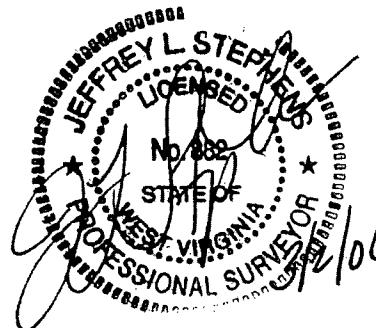
Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.948 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

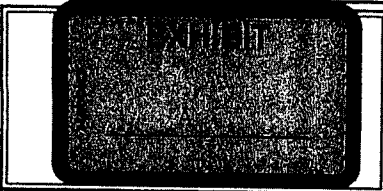
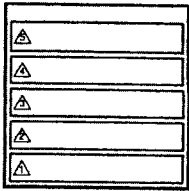


LINE TABLE		
LINE	BEARING	LENGTH
L1	S15°26'24"E	152.60
L2	N74°33'36"E	20.35
L3	S15°26'24"E	157.48
L4	S74°33'37"W	106.18
L5	N15°26'25"W	137.48
L6	S74°33'36"W	20.59
L7	N15°26'24"W	172.46
L8	N74°29'16"E	106.42

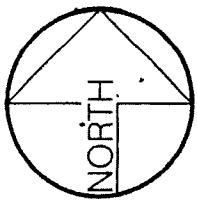


CABELL COUNTY  
 DEED  
 DATE/TIME: 03/01/06  
 INST. #: 2006-04-01  
 BOOK/PAGE: 2006-04-01  
 RECD/TAX: 2006-04-01  
 8.00  
 Stephens  
 Ronals Eastham &  
 Associates  
 537 West  
 Huntington, WV 25701  
 304.522.0811

Sheet No.  
 1 of 1  
 THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
 Project No. 05-197  
 File Name Phase 4.dwg(jls)  
 Issue Date March 2, 2006



DECLARATION OF CONDOMINIUM  
 Phase Four  
 of  
*Cornerstone at James River*  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia



NOTE:  
All areas and improvements not designated by limited common areas or unit designations are common areas.

**LEGEND**  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

James River Turnpike

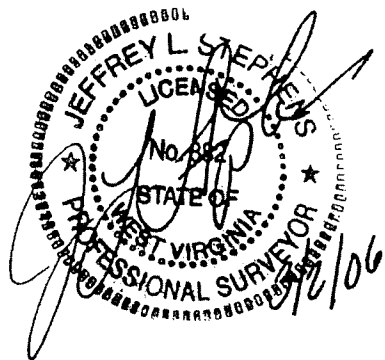
PHASE TWO

CORNERSTONE

CIRCLE

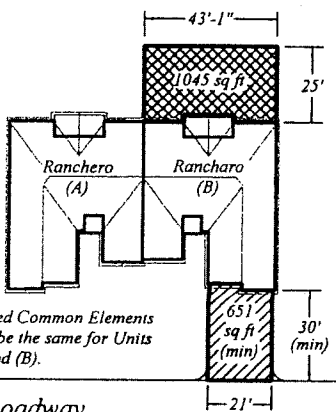
PHASE THREE  
Parcel B

PHASE FOUR



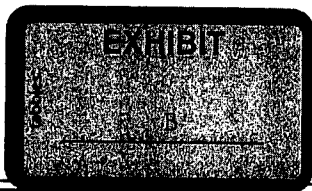
RESIDUAL  
Need Not Be Built

RESIDUAL  
Need Not Be Built



Limited Common Elements shall be the same for Units (A) and (B).

Roadway



CABELL COUNTY  
CIVIL ENGINEER  
Date/Time: 03/02/06  
Inst #: 255  
Book/Page:  
Recd/Tax:

Sheet No.  
1 of 1  
THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
Project No. 05-197  
File Name Phase 4.dwg(jls)lrs  
Issue Date March 2, 2006


**LIVING UNIT KEY**

72	Ranchero (B)
74	Ranchero (A)
69	Ranchero (A)
71	Ranchero (B)

Common Interest Community Plan For  
Phase Four  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

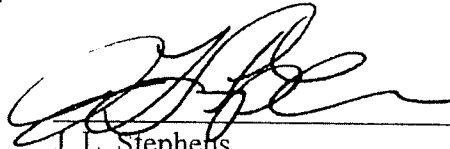
8.00  
GeosAM  
255 Stephens  
Associates  
1000  
537 West  
Huntington, WV 25701  
304.522.0811



CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 69, 71, 72, and 74 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 3<sup>rd</sup> day of March, 2006.

  
\_\_\_\_\_  
J. L. Stephens

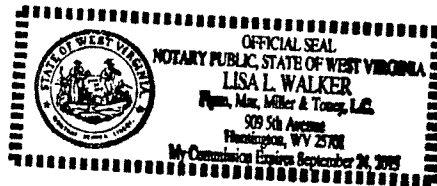
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 3rd day of March, 2006, by J. L. Stephens.

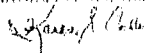
My commission expires September 24, 2015.

  
\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



CABELL COUNTY CLERK  
CONSENT  
Date/Time: 03/07/2006 14:27  
Inst #: 234896  
Book/Page: 343- / 272-  
Recd/Tax: 8.00 .00  
Clerk 23

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY FILED IN MY OFFICE AND THEREUPON TOGETHER WITH THE OTHER INSTRUMENTS ANNEXED, IS ADMITTED TO RECORD.  
MAR 07 2006  
TESTE: (WITH SIGNATURE) CLERK, CABELL COUNTY COURT  


Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
ER & TONEY, L.C.  
INGTON, WEST VIRGINIA  
(304) 529-2591



CABELL COUNTY CLERK  
COVENANT Clerk 03  
Date/Time: 06/28/2006 10:27  
Tract #: 243045  
Book/Page: 765- 77-7  
9.00 .00

FOURTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real

estate:

All those certain parcels of real estate on the waters of Indian Fork, Grant District, Cabell County, West Virginia and being more particularly bounded and described as follows:

PARCEL A

BEGINNING at a 5/8" rebar and plastic cap stamped "JL Stephens" in the easterly line of William F. Champe (D.B. 501, PG. 5) and at the northwesterly corner of Cornerstone Properties, LLC (D.B. 1126, Pg. 428), thence, leaving said Cornerstone Properties, with said Champe, North 07°25'36" East, 56.99 feet to a point at the southwest corner of Phase Three, Parcel A of Cornerstone Condominiums, thence, leaving said Champe, with said Phase Three, North 65°08'14" East, 228.71 feet to a point on the easterly side of Cornerstone Circle, thence, leaving said Phase Three, with said Cornerstone Circle, curving to the left 60.90 feet, having a radius of 80.00 feet, and a chord of which bears, South 46°40'19" East, 59.44 feet to a point, thence, crossing said Cornerstone Circle, South 21°31'09" West, 20.00 feet to a point on the southerly side of said Cornerstone Circle, thence, leaving said Cornerstone Circle, South 45°24'53" West, 158.78 feet to a point on the northerly line of said Cornerstone Properties, thence, with said Cornerstone Properties, North 82°28'51" West, 138.90 feet to the BEGINNING, containing 0.543 acres, to be the same, more or less, as depicted on the attached plat of Declaration of Condominium, Prepared by J. L. Stephens, PS, dated June 25, 2006, and made a part hereof.

Return to:  
Flynn, Max, Miller & Toney, L.C.  
P. O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

EXHIBIT NO. 1D

PARCEL B

BEGINNING at a point in the southerly line of James River Turnpike, from which the northeasterly corner of the grantor herein bears N 74°29'16" East, 347.59 feet, thence, leaving said Turnpike, severing the lands of the grantor herein, South 15°26'24" East, 172.73 feet to a point in the southerly line of Cornerstone Circle, thence, with said Cornerstone Circle, South 74°33'36" West, 83.28 feet to a point, thence, crossing said Cornerstone Circle, North 15°26'24" West, 20.00 feet to a point on the northerly side of said Cornerstone Circle at a corner of Phase Four of Cornerstone Condominiums, thence, with said Cornerstone Circle and said Phase Four, South 74°33'36" West, 20.35 feet to a point, thence, leaving said Cornerstone Circle, with said Phase Four, North 15°26'24" West, 152.60 feet to a point in the southerly line of said James River Turnpike, thence, leaving said Phase Four, with said Turnpike, South 74°29'16" West, 103.63 feet to a point at the BEGINNING, containing 0.401 acres, to be the same, more or less, as depicted on the attached plat of Declaration of Condominium, Prepared by JL Stephens, PS, dated June 25, 2006, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being portions of the same real estate conveyed to Cornerstone contractors, Inc. By Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are twenty-four (24) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units."

3. Plats adding additional real estate and Units 14, 16, 68, and 70 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	4.95 %
--------	--------	--------

Unit 4	Type D	4.95%
Unit 6	Type D	4.95%
Unit 8	Type D	4.95%
Unit 10	Type D	4.95%
Unit 12	Type D	4.95%
Unit 14	Type C	4.46%
Unit 16	Type D	4.95%
Unit 68	Type B	3.96%
Unit 69	Type B	3.96%
Unit 70	Type A	3.47%
Unit 71	Type B	3.96%
Unit 72	Type B	3.96%
Unit 73	Type B	3.96%
Unit 74	Type B	3.96%
Unit 75	Type B	3.96%
Unit 76	Type A	3.47%
Unit 77	Type A	3.47%
Unit 78	Type B	3.96%
Unit 79	Type B	3.96%
Unit 80	Type A	3.47%
Unit 82	Type B	3.96%
Unit 84	Type A	3.47%
Unit 86	Type B	3.96%

The formula used to establish these allocations is as follows:

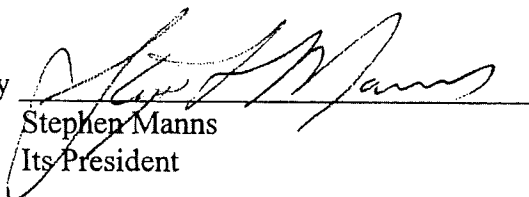
All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 36 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 10.011 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

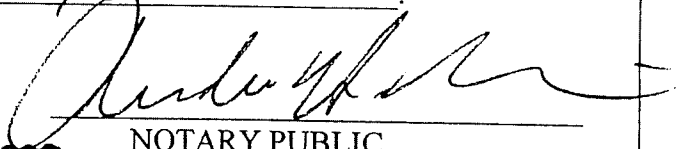
By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

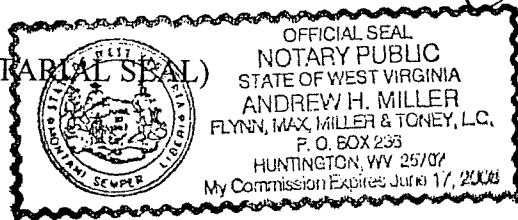
The foregoing instrument was acknowledged before me this 26th day of June, 2006, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires June 17, 2008



NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



Prepared by:  
LAW OFFICE

FLYNN, MAX,  
ER & TONEY, L.C.

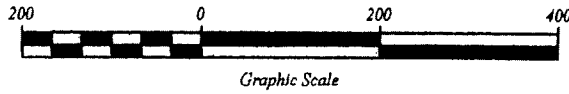
HUNTINGTON, WEST VIRGINIA

(304) 529-2591



**BASIS of BEARINGS:**

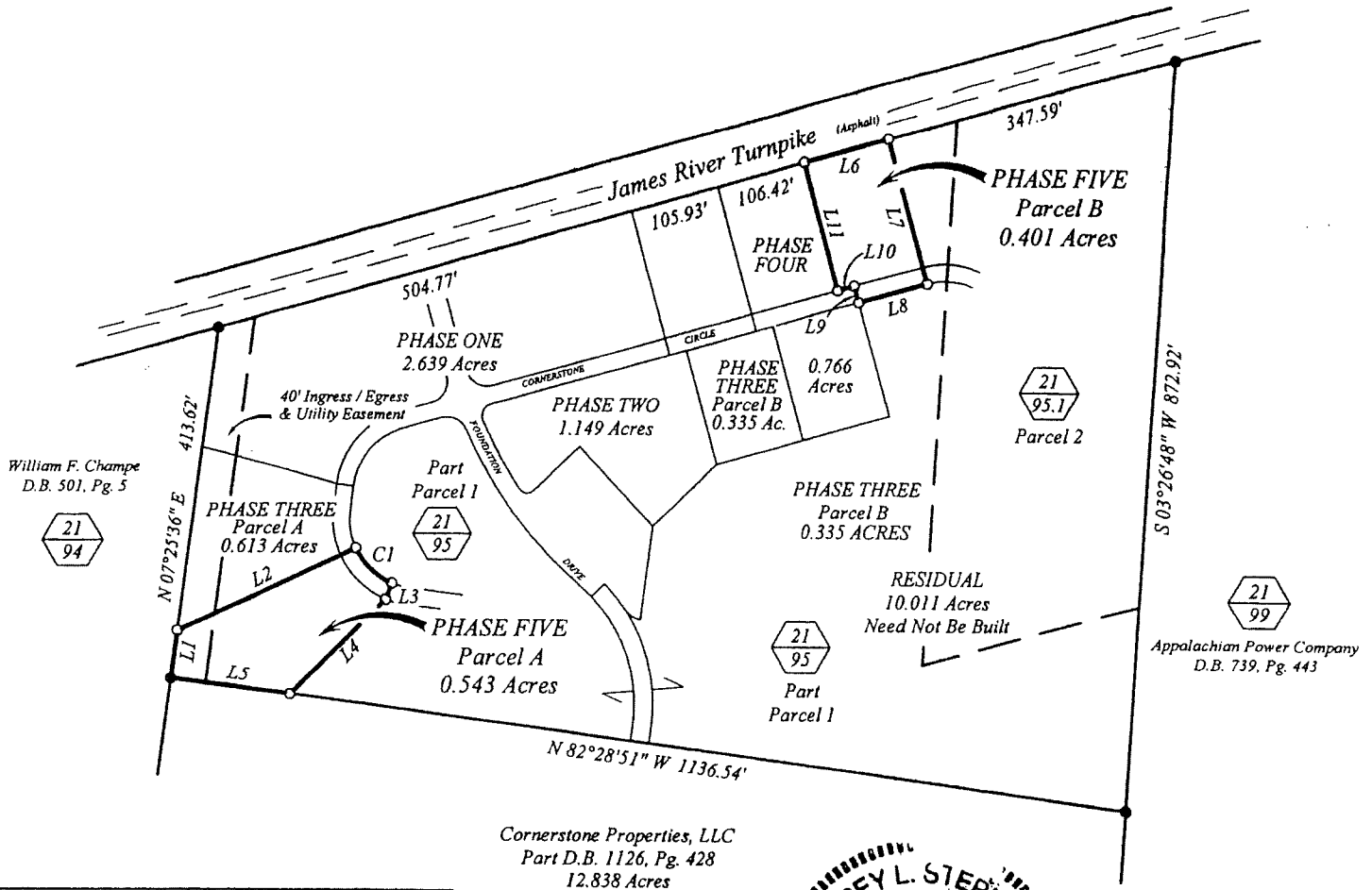
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.944 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



**LINE TABLE**

LINE	LENGTH	BEARING
L1	56.99	N07°25'36"E
L2	228.71	S65°08'14"W
L3	20.00	N21°31'09"E
L4	158.78	N45°24'53"E
L5	138.90	S82°28'51"E
L6	103.63	S74°29'16"W
L7	172.73	S15°26'24"E
L8	83.28	N74°33'36"E
L9	20.00	S15°26'24"E
L10	20.35	N74°33'36"E
L11	152.60	S15°26'24"E

**CURVE TABLE**

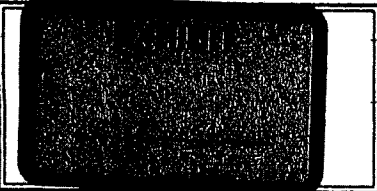
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	60.90	80.00	S46°40'19"E	59.44



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

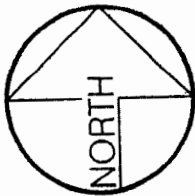
Sheet No.  
1 of 1  
THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
Project No. 05-197  
File Name Phase 5.dwg(146)  
Issue Date June 25, 2006

▲
▲
▲
▲
▲
▲



DECLARATION OF CONDOMINIUM  
*Phase Five*  
of  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

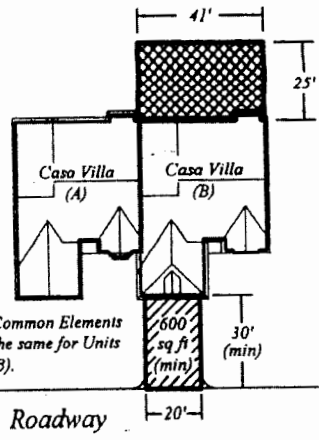
**GeoSAM**  
JL Stephens  
& Associates  
637 Washington Avenue  
Huntington, WV 25701  
304.532.0811



Graphic Scale

LEGEND  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation



Limited Common Elements shall be the same for Units (A) and (B).

Roadway

William F. Champe  
D.B. 501, Pg. 5

40' Ingress / Egress  
& Utility Easement

PHASE THREE  
Parcel A

PHASE FIVE  
Parcel A

14

16

CORNERSTONE CIRCLE

RESIDUAL  
Need Not Be Built

NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.

Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428

James River Turnpike  
(Asphalt)

PHASE FIVE  
Parcel B

RESIDUAL  
Need Not Be Built

PHASE FOUR

70

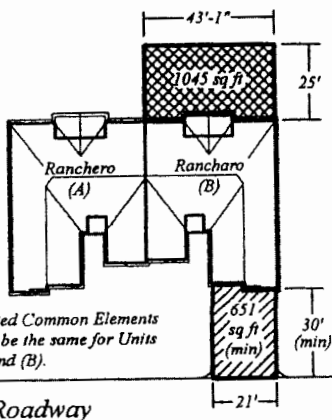
68

CIRCLE

RESIDUAL  
Need Not Be Built

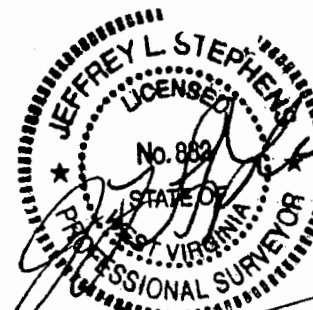
CORNERSTONE

PHASE FOUR



Limited Common Elements shall be the same for Units (A) and (B).

Roadway



Sheet No.

1 of 1

THIS DRAWING HAS BEEN ISSUED:

- For Review Only
- For Permitting Only
- For Bidding Only
- For Construction Only

Project No. GS-197  
File Name Phase 5.dwg  
Issue Date June 25, 2006

LIVING UNIT KEY

- 14 Casa Villa (B)
- 16 Casa Villa (A)
- 68 Rancharo (B)
- 70 Rancharo (A)

Common Interest Community Plan For

Phase Five

Cornerstone at James River

On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeoSAM

JL Stephens  
& Associates

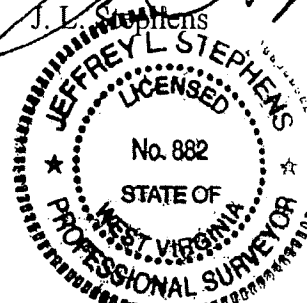
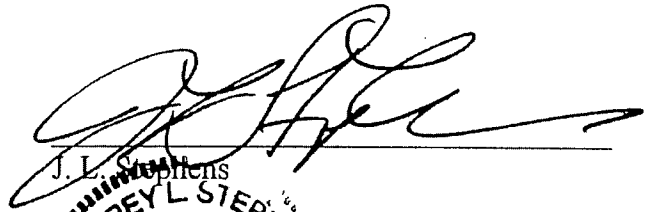
537 Westington Avenue  
Huntington, WV 25701  
204.622.2811



CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 14, 16, 68 and 70 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 26<sup>th</sup> day of June, 2006.



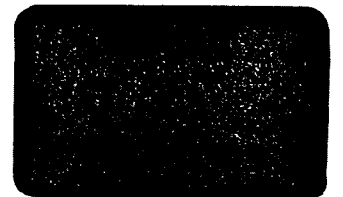
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2006, by  
J. L. Stephens.

My commission expires September 24, 2015

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



FIFTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

That certain parcel of real estate situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of James River turnpike, from which a 5/8" rebar and plastic cap stamped "JL Stephens" at the northwesterly corner of Appalachian Power Company (D.B. 739, Pg. 443) bears, North 74°29'15" East, 21.41 feet, thence, leaving said Turnpike, severing the property of the grantor herein, South 36°44'46" West 332.89 feet to a point on the southerly edge of Cornerstone Circle, thence, with the southerly edge of said Cornerstone Circle, curving to the right 79.66 feet, having a radius of 80.00 feet, and a chord of which bears, South 24°43'43" East, 76.41 feet to a point, thence, leaving said Cornerstone Circle, South 70°55'43" West, 62.76 feet to a point, thence, South 74°33'36" West, 43.09 feet to a point, thence, South 47°28'41" West, 59.62 feet to a point at the southeasterly corner of Cornerstone Condominiums, Phase Four, thence, with said Phase Four, North 15°26'24" West, 137.48 feet to a point on the southerly edge of said Cornerstone Circle, said point being the southwestly corner of Cornerstone Condominiums, Phase Five, Parcel B, thence, leaving said Phase Four, with the southerly edge

APR 02 2007

Return to:  
Flynn, Max Miller & Toney, L.C.  
P. O. Box 238  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 03/27/2007 14:00  
Inst #: 260109  
Book/Page: 348- / 106-  
Recd./Tax: 9.00 .00

of said Cornerstone Circle and said Phase Five, North 74°33'36" East, 83.28 feet to a point, thence, crossing said Cornerstone Circle, North 15°26'24" West, 172.73 feet to a point in the southerly line of said James River Turnpike, thence, leaving said Phase Five, with said Turnpike, North 74°29'15" East, 326.18 feet to the BEGINNING, containing 1.274 acres, to be the same, more or less, as depicted on the attached plat of Declaration of Condominium, Prepared by JL Stephens, PS, dated March 21, 2007, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. By Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are twenty-eight (28) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 62, 64, 65 and 67 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	4.29%
Unit 4	Type D	4.29%

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 03/27/2007 14:00  
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Unit 6	Type D	4.29%
Unit 8	Type D	4.29%
Unit 10	Type D	4.29%
Unit 12	Type D	4.29%
Unit 14	Type C	3.86%
Unit 16	Type D	4.29%
Unit 62	Type A	3.01%
Unit 64	Type B	3.43%
Unit 65	Type B	3.43%
Unit 66	Type B	3.43%
Unit 68	Type B	3.43%
Unit 69	Type B	3.43%
Unit 70	Type A	3.01%
Unit 71	Type B	3.43%
Unit 72	Type B	3.43%
Unit 73	Type B	3.43%
Unit 74	Type B	3.43%
Unit 75	Type B	3.43%
Unit 76	Type A	3.01%
Unit 77	Type A	3.01%
Unit 78	Type B	3.43%
Unit 79	Type B	3.43%
Unit 80	Type A	3.01%

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 03/27/2007 14:00  
Inst #: 260109  
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Recd/Tax: 9.00 .00

Unit 82	Type B	3.43%
Unit 84	Type A	3.01%
Unit 86	Type B	3.43%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 32 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 8.747 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

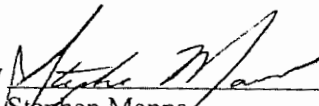
IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President,

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

CABELL COUNTY CLERK  
Clerk 23  
COVENANT  
Date/Time: 03/27/2007 14:00  
Inst #: 260109  
Book/Page: 348- / 109-  
Recd/Tax: 9.00 .00

duly authorized, does hereby execute this Fifth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

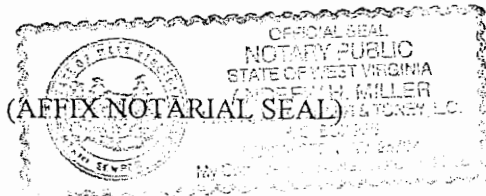
CORNERSTONE CONTRACTORS, INC.

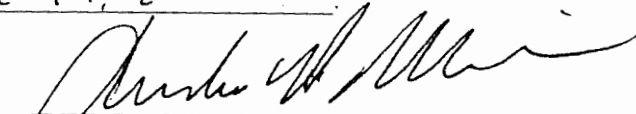
By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2007, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

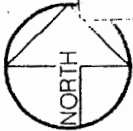
My commission expires June 17, 2008



  
NOTARY PUBLIC

Prepared by  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

CABELL COUNTY CLERK  
COMENANT Clerk 23  
Date/Time: 03/27/2007 14:00  
Inst #: 260109  
Book/Page: 348- / 110-  
Recd/Tax: 9.00 .00



**BASIS of BEARINGS:**

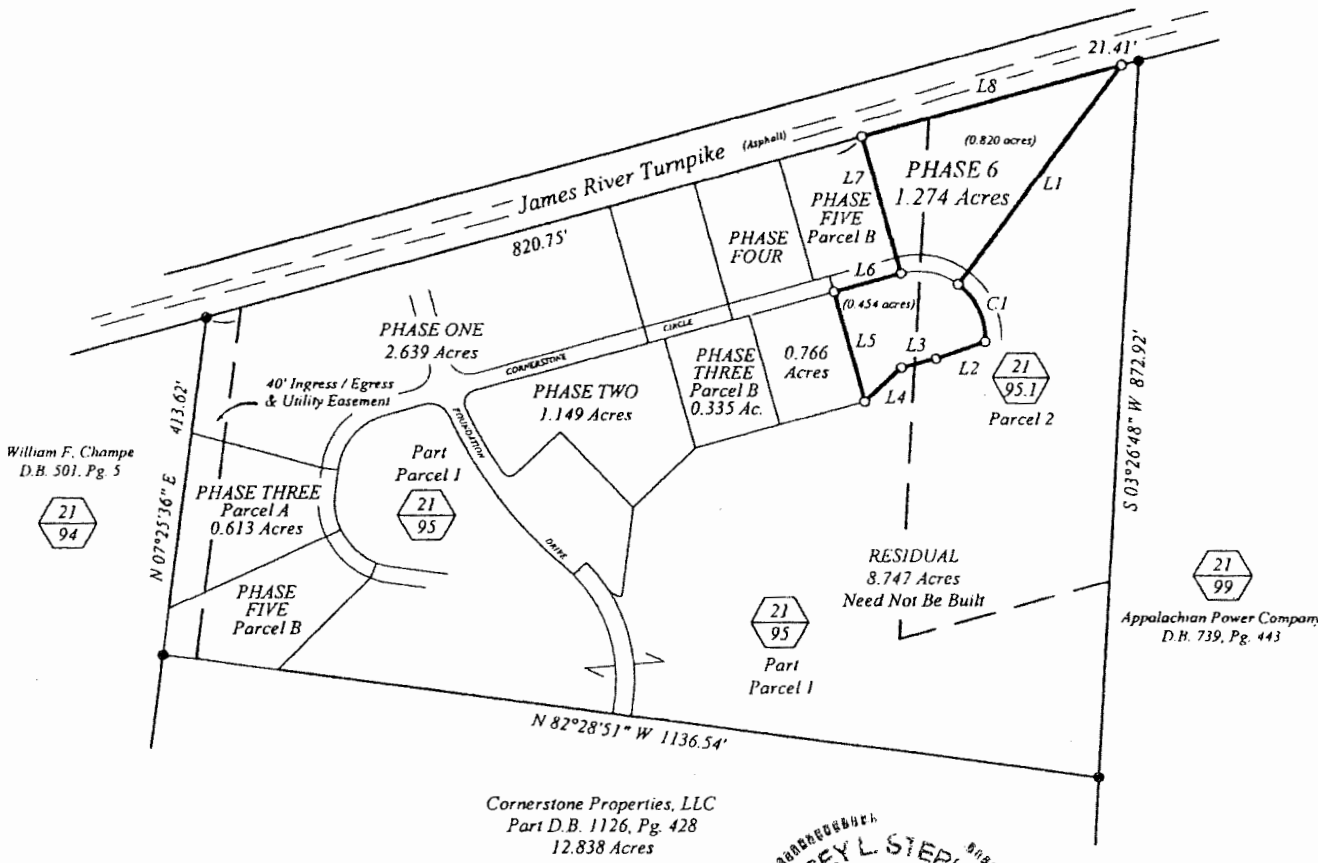
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



**LEGEND**

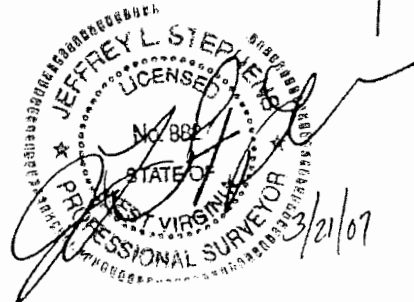
- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.944 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

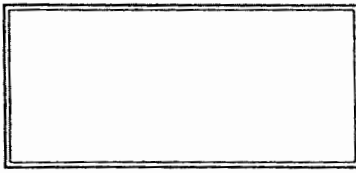


LINE TABLE		
LINE	LENGTH	BEARING
L1	332.89	S 36°44'46" W
L2	62.76	S 70°55'43" W
L3	43.09	S 74°33'36" W
L4	59.62	S 47°28'41" W
L5	137.48	N 15°26'24" W
L6	83.28	N 74°33'36" E
L7	172.73	N 15°26'24" W
L8	326.18	N 74°29'15" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	79.66	80.00	S 24°43'43" E	76.41

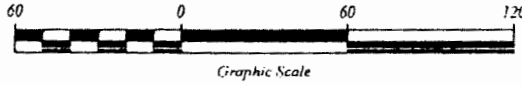


CABELL COUNTY DEED RECORDS  
 COVENANT  
 Date/Time: 03/21/07  
 Inst #: 1117  
 Book/Page: 450  
 Recd./Tax: 19.00



DECLARATION OF CONDOMINIUM  
*Phase Six*  
 of  
*Cornerstone at James River*  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

GeosAM  
 Stephens  
 1117  
 450  
 19.00



LEGEND  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.

James River Turnpike

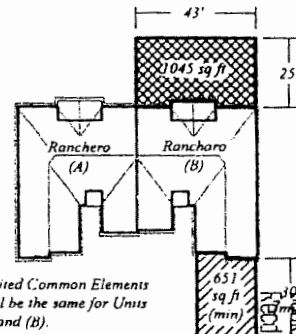
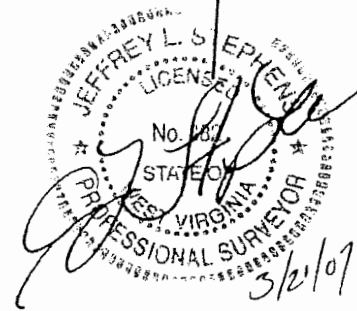
PHASE FIVE  
Parcel B

CORNERSTONE

CIRCLE

PHASE FOUR

RESIDUAL  
Need Not Be Built



Limited Common Elements shall be the same for Units (A) and (B).

Roadway

COVENANT  
Inst #: \_\_\_\_\_  
Date/Time: 03/21/07  
Book Page: \_\_\_\_\_  
RECORD/FILED: \_\_\_\_\_



LIVING UNIT KEY

62	Rancharo (A)
64	Rancharo (B)
65	Rancharo (B)
67	Rancharo (B)

Common Interest Community Plan For  
Phase Six  
of  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

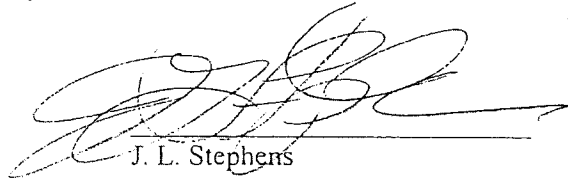
9:00  
100  
Geoffrey S. Stephens  
Professional Surveyor  
No. 181  
State of Virginia  
3/21/07



CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 62, 64, 65 and 67 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

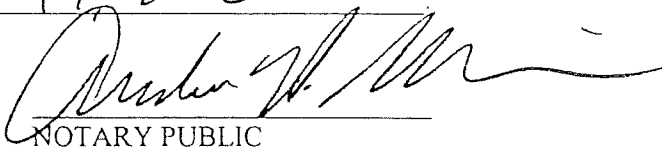
Dated the 26th day of March, 2007.

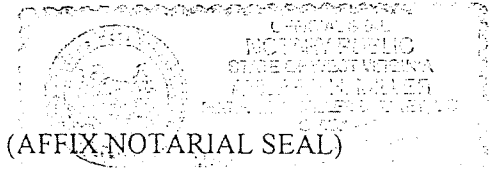
  
J. L. Stephens

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

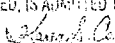
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2007, by J. L. Stephens.

My commission expires June 17, 2008

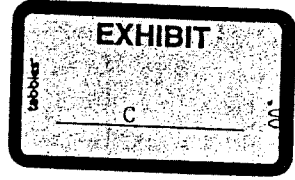
  
NOTARY PUBLIC



Prepared by  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2591

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE THEREOF ANNEXED, IS ADMITTED TO RECORD. MAR 27 2007  
TESTE:  CLERK, CABELL COUNTY COURT

CABELL COUNTY CLERK  
COVENANT  
Date/Time: 03/27/2007 14:00  
Inst #: 260109  
Book/Page: 348- / 113-  
Recd./Tax: 9.00  
Clerk 23



CABELL COUNTY CLERK  
GOVERNMENT CENTER  
Date/Time: 09/22/2006 14:14  
Inst #: 31773  
Book/Page: 359- 7  
Rent/Tax: 11.00

SIXTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point at the most easterly corner of Phase One and the most southerly corner of Phase Two of Cornerstone Condominiums;

Thence, leaving said Phase One, with said Phase Two, North 46°19'59" East, 104.10 feet to a point at the southwesterly corner of Phase Three of said Cornerstone Condominiums;

Thence, leaving said Phase Two, with said Phase Three, North 74°33'27" East, 53.81 feet to a point;

Thence, leaving said Phase Three, severing the grantor herein, South 7°31'07" West, 232.44 feet to a point in the southerly side of Cornerstone Drive;

Thence, with said Cornerstone Drive, North 82°28'53" West, 91.07 feet;

Thence, curving to the left 22.25 feet, having a radius of 15.00 feet, and a chord of which bears, South 55°01'05" West, 20.27 feet to a point in the easterly line of Foundation Drive;

Thence, crossing said Foundation Drive, South 71°31'28" West, 22.00 feet to a point on the westerly side of Foundation Drive;

Thence, with the West line of said Foundation Drive, curving to the left 80.57

Return to:  
Flynn, Max, Miller & Toney, L.C.  
P. O. Box 236  
Huntington, WV 25707

Prepared by:  
AW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

feet, having a radius of 18.00 feet, and a chord of which bears, North 31°17'54" West, 79.90 feet to a point at the most southerly corner of said Phase One;

Thence, with said Phase One, crossing said Foundation Drive, North 45°53'04" East, 22.00 feet to a point in the easterly line of said Foundation Drive;

Thence, with said Foundation Drive, curving to the right 39.19 feet, having a radius of 202.00 feet, and a chord of which bears, South 38°33'47" West, 39.13 feet;

Thence curving to the left 21.94 feet, having a radius of 25.00 feet, and a chord of which bears, South 57°20'53" East, 21.24 feet to a point on said Cornerstone Drive;

Thence, leaving said Cornerstone Drive, North 7°31'07" East, 110.33 feet to the BEGINNING, containing 0.557 acres, to be the same, more or less, as depicted on the attached plat of Condominium, Prepared by JL Stephens, PS, dated July 18, 2009, and made a part hereof.

Subject to all legal easements and right-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. By Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

“There are thirty (30) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 29 and 31 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	4.02%
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Unit 4	Type D	4.02%
Unit 6	Type D	4.02%
Unit 8	Type D	4.02%
Unit 10	Type D	4.02%
Unit 12	Type D	4.02%
Unit 14	Type C	3.61%
Unit 16	Type D	4.02%
Unit 29	Type B	3.21%
Unit 31	Type B	3.21%
Unit 62	Type A	2.81%
Unit 64	Type B	3.21%
Unit 65	Type B	3.21%
Unit 66	Type B	3.21%
Unit 68	Type B	3.21%
Unit 69	Type B	3.21%
Unit 70	Type A	2.81%
Unit 71	Type B	3.21%
Unit 72	Type B	3.21%
Unit 73	Type B	3.21%
Unit 74	Type B	3.21%
Unit 75	Type B	3.21%
Unit 76	Type A	2.81%
Unit 77	Type A	2.81%

Prepared by:

LAW OFFICE

FLYNN, MAX,  
ELER & TONEY, L.C.

INGTON, WEST VIRGINIA

(304) 529-2591

Unit 78	Type B	3.21%
Unit 79	Type B	3.21%
Unit 80	Type A	2.81%
Unit 82	Type B	3.21%
Unit 84	Type A	2.81%
Unit 86	Type B	3.21%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

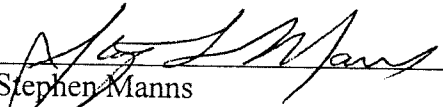
5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 30 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 8.190 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly

authorized, does hereby execute this Sixth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

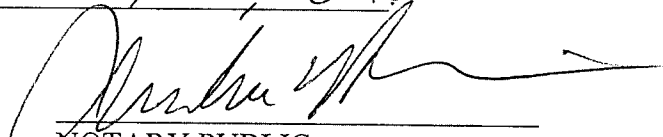
CORNERSTONE CONTRACTORS, INC.

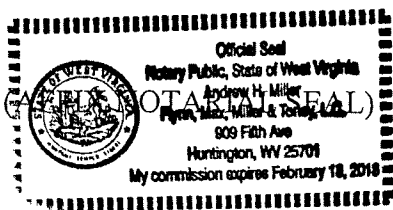
By   
Stephen Manns  
Its President

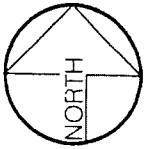
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2009, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires February 18, 2018

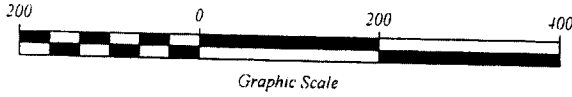
  
NOTARY PUBLIC





**BASIS of BEARINGS:**

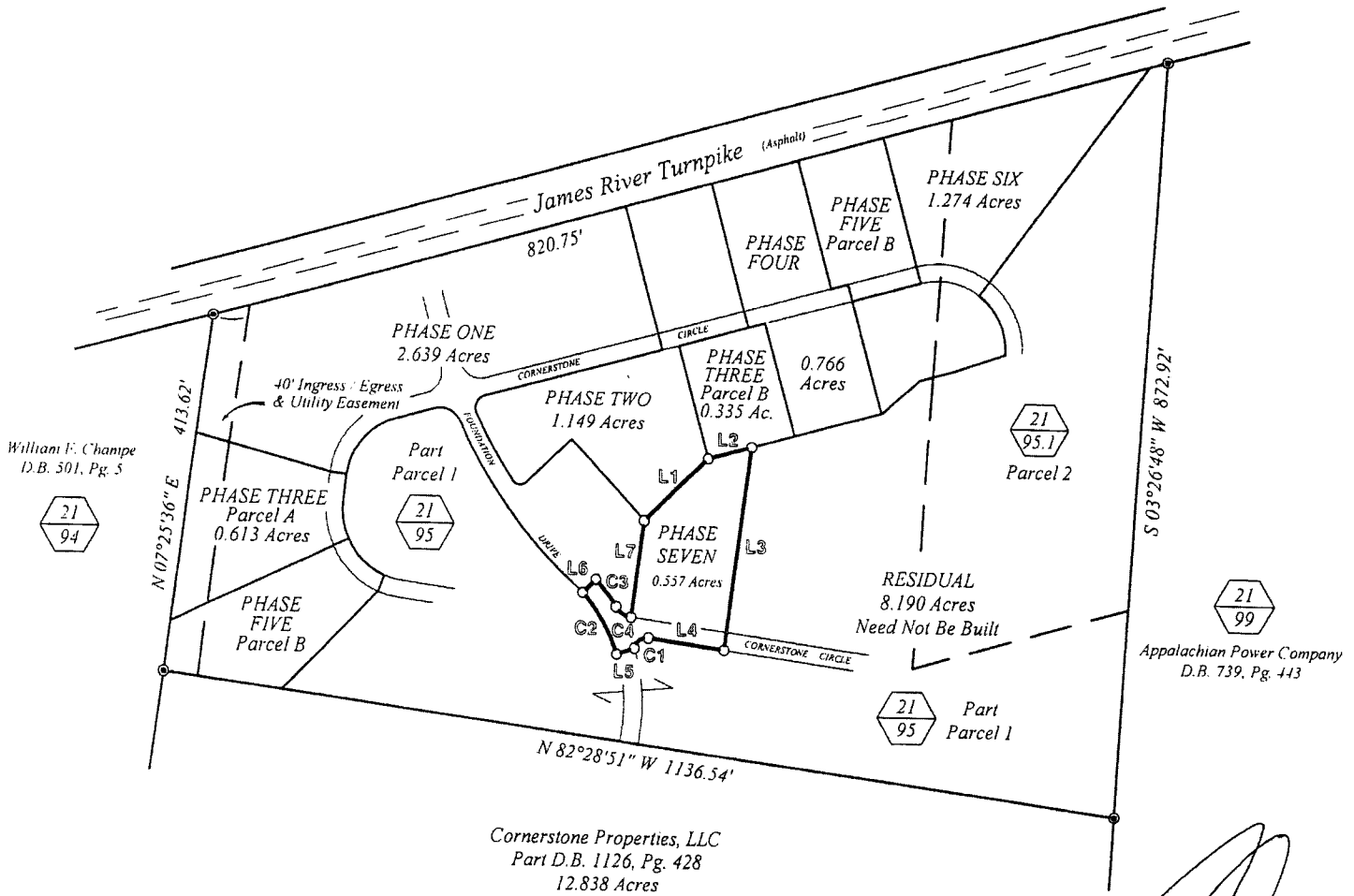
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronals Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



**LEGEND**

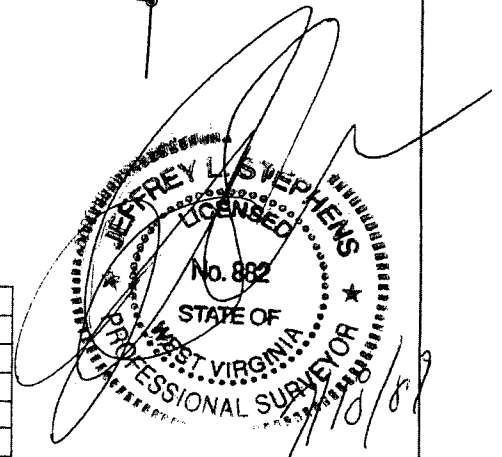
- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.557 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



LINE TABLE		
LINE	LENGTH	BEARING
L1	104.10	N46°19'59"E
L2	53.81	N74°33'27"E
L3	232.44	S07°31'07"W
L4	91.07	N82°28'53"W
L5	22.00	S71°31'28"W
L6	22.00	N45°53'04"E
L7	110.33	N07°31'07"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	22.25	15.00	S55°01'05"W	20.27
C2	80.57	180.00	N31°17'54"W	79.90
C3	39.19	202.00	N38°33'47"W	39.13
C4	21.94	25.00	S57°20'53"E	21.24

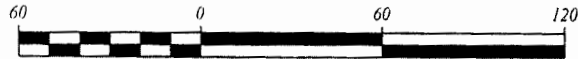
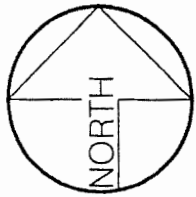


**EXHIBIT**

A

PLAT OF CONDOMINIUM  
Phase Seven  
of  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

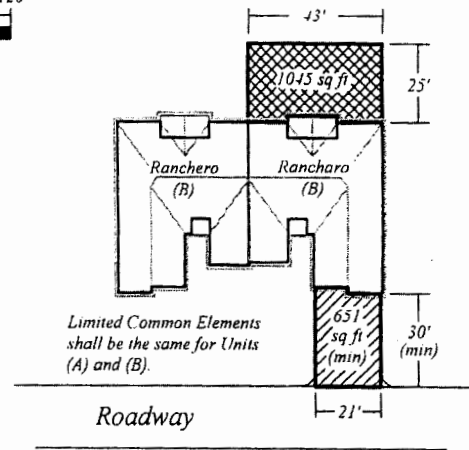
GeoSAM  
JL Stephens  
& Associates  
2458 5th Street Road  
Huntington, WV 25701  
304.416.1800



Graphic Scale

LEGEND  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation



NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.

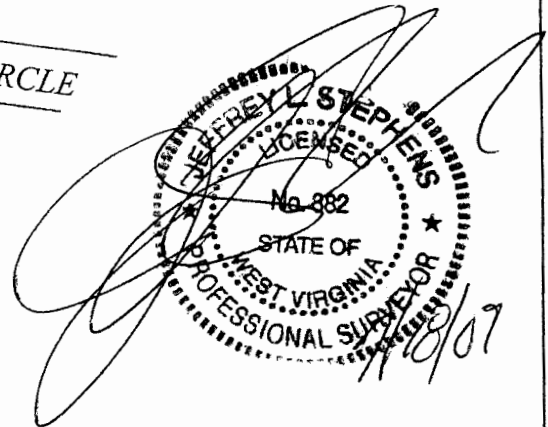
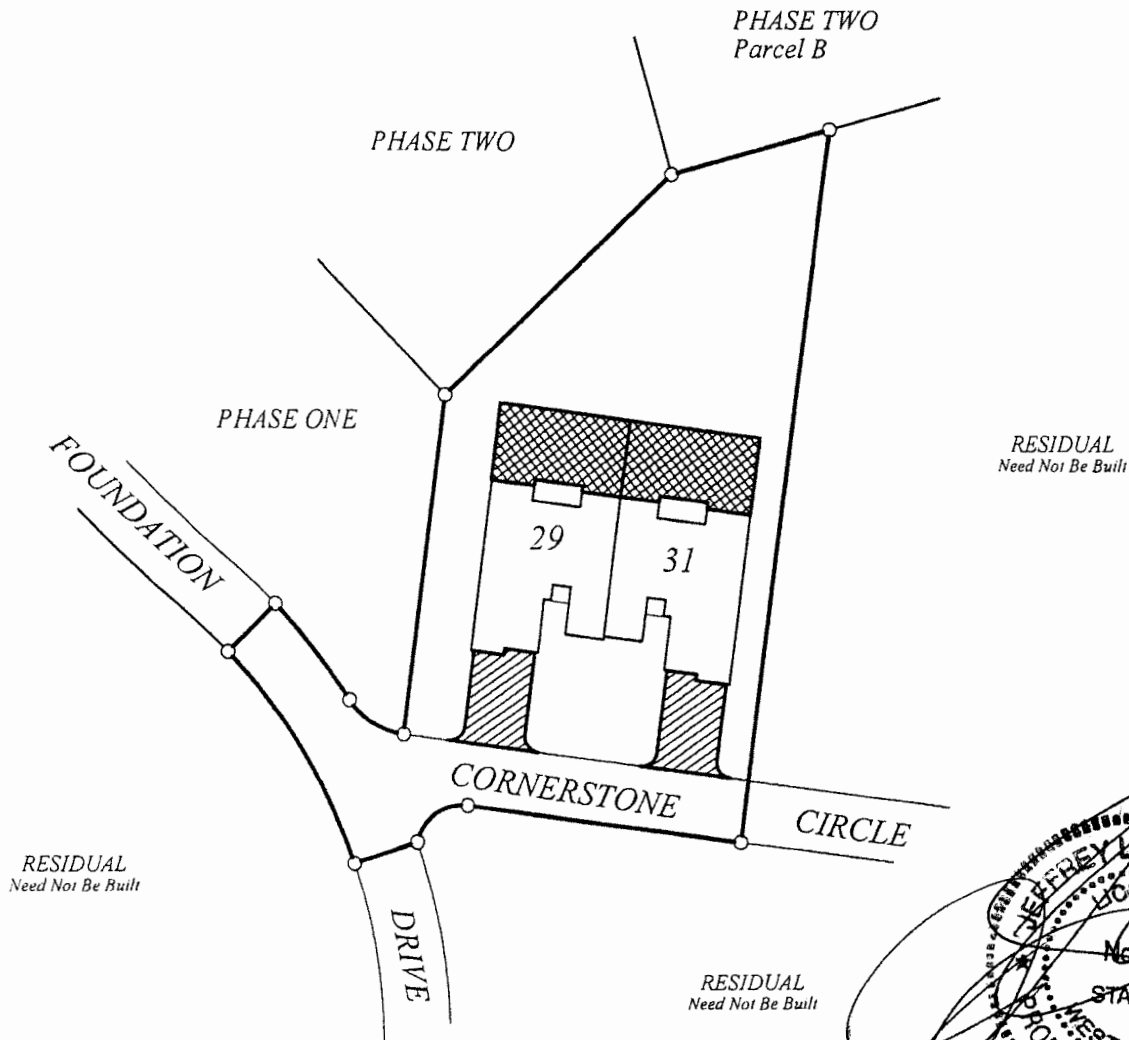


EXHIBIT  
B

LIVING UNIT KEY	
29	Ranchero (B)
31	Ranchero (B)

Common Interest Community Plan For  
*Phase Seven*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

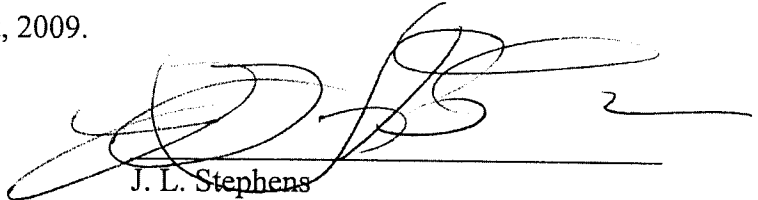
GeoSAM  
JL Stephens  
& Associates  
2458 5th Street Road  
Huntington WV 25701  
304 416 1800



CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 29 and 31 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 5<sup>th</sup> day of August, 2009.

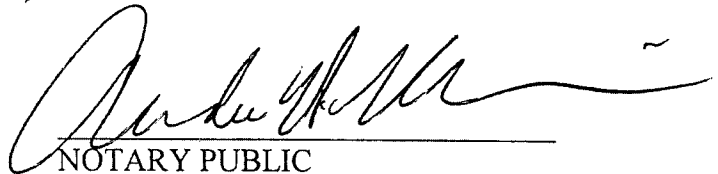
  
J. L. Stephens

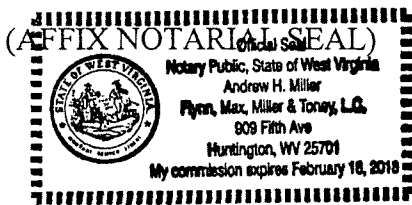
STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2009, by J. L. Stephens.

My commission expires February 18, 2018.

  
NOTARY PUBLIC



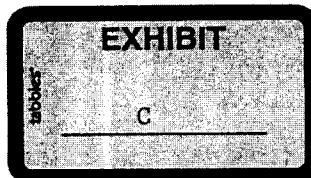
Prepared by:

LAW OFFICE

FLYNN, MAX,  
LLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2591



CABELL COUNTY CLERK  
COVENANT Clerk 23  
Date/Time: 10/07/2009 14:31  
Inst #: 319028  
Book/Page: 359 / 730--  
Recd/Tax: 11.00 .00

SEVENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Unit Owners of Units in Cornerstone at James River Condominium to which more than 75% of the votes in The Cornerstone at James River Condominium Association, Inc. are allocated agreed to the following amendments; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The Cornerstone at James River Condominium Association, Inc., to prepare, execute, record and certify said amendments on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Condominium Association, Inc., on behalf of The Association, does hereby execute and certify the following amendments to The Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

The Declaration of Condominium For Cornerstone at James River Condominium is hereby amended as follows:

The following provision is hereby added to Paragraph 20:

The approval of the eligible holders of first lien deeds of trust on Units to which at least 67 percent of the votes of Units subject to a deed of trust appertain, shall be required to terminate the condominium regime. The approval of eligible holders of first lien deeds of trust on Units to which at least 51 percent of the votes of Units subject to a deed of trust appertain, shall be required to materially amend any provisions of this Declaration or the Rules and Regulations to add any material provisions thereto, which establish, provide for,

govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements.
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (h) Boundaries of any Unit;
- (i) The interests in the general or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium.

This provision shall not apply to amendments made by the Declarant pursuant to rights reserved by it in the Declaration of Condominium.

The following provisions are hereby added to the Declaration of Condominium:

23. The lien of the Association for assessments becoming payable on or after the date of recordation of any first lien deed of trust upon any Unit, shall be subordinate to the first lien deed of trust on such Unit. Such a lien for assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first lien deed of trust shall extinguish a subordinate lien for assessments which become payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any assessments thereafter becoming due.

24. The Association shall have the power, at any time and without notice, to enter upon Units and Limited Common Elements to effect emergency repairs. The Association shall have the power, at reasonable times and upon notice to affected Unit Owners, to enter

upon Units and Limited Common Elements to effect other repairs, improvements, replacement and necessary maintenance.

25. Notwithstanding any other provision hereof, the following provisions shall apply to holders, insurers and guarantors of deeds of trusts on Units. The term "eligible holder" as used in this Paragraph 25 and Paragraph 20 shall mean a holder, insurer or guarantor of a first lien deed of trust upon a Unit who has made the request to the Association described in Section (a) hereof.

(a) **Notice of Action.** A holder, insurer or guarantor of a first lien deed of trust upon a Unit, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium instruments affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the common elements are restricted;

(2) Any proposed termination of the condominium regime.

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first lien deed of trust held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the deed of trust of such eligible holder, insurer or guarantor, where such

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2591

delinquency has continued for a period of 60 days;

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(b) Other provisions for First Lien Holders.

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first lien deeds of trust on Units to which at least 51% of the votes of Units subject to deeds of trust held by such eligible holders are allocated, is obtained.

(2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property shall require the approval of the eligible holders of first lien deeds of trust on Units to which at least 51% of the votes of Units subject to deeds of trust held by eligible holders are allocated.

(3) No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the condominium project may be affected without the approval of the eligible holders of first lien deed of trust on Units to which at least 51% of the votes of Units subject to deeds of trust held by such eligible holders are allocated.

26. The Association and any aggrieved Unit Owner is hereby granted a right of action against Unit Owners for failure to comply with this Declaration, the Rules and Regulations, the Bylaws of the Association, or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents.

IN WITNESS WHEREOF, The Cornerstone at James River Condominium Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this 7th day of October, 2009.

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2591

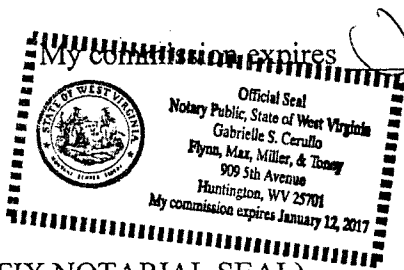
THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

By *Stephen Manns*  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 7th day of October, 2009, by Stephen Manns, the President of The Cornerstone at James River Condominium Association, Inc., a corporation on behalf of the corporation.



(AFFIX NOTARIAL SEAL)

January 12, 2017  
Gabrielle S. Cerullo  
NOTARY PUBLIC

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE THEREON ANNEXED, IS ADMITTED TO RECORD. **OCT 07 2009**  
TESTE: (WITH SIGNATURE) CLERK, CABELL COUNTY COURT  
*[Signature]*

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 529-2591

CABELL COUNTY CLERK  
Clerk 23  
Date/Time: 10/07/2009 14:31  
Inst #: 319028  
Book/Page: 359 / 734  
Recd/Tax: 11.00 .00

J FLYNN, MAX, MILLER & TONEY LC  
PO BOX 236  
HUNTINGTON, WV 25707-0236

Karen S Cole  
CABELL County DEED: 01354774  
Instrument No 387492  
Date Recorded 06/09/2011  
Document Type BCV  
Pages Recorded 2  
Book-Page 367-5  
Recording Fee \$5.00  
Additional \$6.00

EIGHTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Unit Owners of Units in Cornerstone at James River  
Condominium to which more than 75% of the votes in The Cornerstone at James River  
Condominium Association, Inc. are allocated agreed to the following amendments; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The  
Cornerstone at James River Condominium Association, Inc., to prepare, execute, record  
and certify said amendments on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River  
Condominium Association, Inc., on behalf of The Association, does hereby execute and  
certify the following amendments to The Declaration of Condominium For Cornerstone at  
James River Condominium, of record in the office of the Clerk of the County Commission  
of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

Paragraph 9 of The Declaration of Condominium For Cornerstone at James River  
Condominium is hereby amended by adding thereto the following provision:

Notwithstanding the foregoing, the approval of the Association shall not be  
required for any lease in which the Lessor acquired title at a Trustee's Sale under a first  
lien deed of trust, nor for any lease of real estate encumbered by a deed of trust securing a  
loan guaranteed by the Department of Veterans Affairs of the United States of America.

IN WITNESS WHEREOF, The Cornerstone at James River Condominium  
Association, Inc. has caused this writing to be signed by its President thereunto duly  
authorized this 9th day of June, 2011.

Return to:  
Flynn, Max, Miller & Toney, L.C.  
P. O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA  
(304) 529-2581

THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

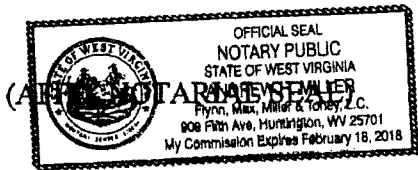
By *Stephen Manns*  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June,  
2011, by Stephen Manns, the President of The Cornerstone at James River Condominium  
Association, Inc., a corporation on behalf of the corporation.

My commission expires February 18, 2013.

*Max Miller*  
NOTARY PUBLIC



Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 529-2591

WEST VIRGINIA, CABELL COUNTY CLERKS OFFICE THIS  
INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND  
THEREUPON, TOGETHER WITH THE CERTIFICATE THERETO  
ANNEXED, IS ADMITTED TO RECORD. JUN 09 2011  
TESTE: *James S. Cole* CLERK, CABELL COUNTY COURT



Karen S Cole  
CABELL County 11:02:47 AM  
Instrument No 388772  
Date Recorded 06/17/2011  
Document Type BCU  
Pages Recorded 2  
Book-Page 367-157  
Recording Fee \$5.00  
Additional \$6.00

NINTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Unit Owners of Units in Cornerstone at James River Condominium to which more than 75% of the votes in The Cornerstone at James River Condominium Association, Inc. are allocated agreed to the following amendments; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The Cornerstone at James River Condominium Association, Inc., to prepare, execute, record and certify said amendments on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Condominium Association, Inc., on behalf of The Association, does hereby execute and certify the following amendments to The Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

Section (a) of Paragraph 25 of The Declaration of Condominium For Cornerstone at James River Condominium is hereby deleted in its entirety and replaced with the following:

(a) **Notice of Action.** A holder, insurer or guarantor of a first lien deed of trust upon a Unit, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to written notice of any proposed amendment of the condominium instruments, and will be entitled to not less than sixty (60) days after receipt of such notice to respond to such proposed amendment.

IN WITNESS WHEREOF, The Cornerstone at James River Condominium Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this \_\_\_\_\_ day of June, 2011.

THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

By *Stephen Manns*  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

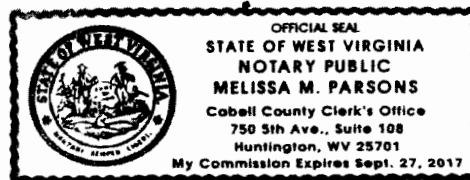
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2011, by Stephen Manns, the President of The Cornerstone at James River Condominium Association, Inc., a corporation on behalf of the corporation.

My commission expires 9-27-17.

*Melissa M. Parsons*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 529-2591

Cross Reference  
BCV 367-157  
DEE 1135-735

FLYNN, MAX, MILLER & TONEY LC  
PO BOX 236  
HUNTINGTON, WV 25707-0236

Karen S Cole  
CABELL County 01:45:15 PM  
Instrument No 397755  
Date Recorded 08/26/2011  
Document Type RVV  
Pages Recorded 3  
Book-Page 367-753  
Recording Fee \$5.00  
Additional \$6.00

TENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Amendment to the Declaration of Condominium hereinafter contained was heretofore filed in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Bonds, Contracts and Leases Book No. 367 at Page 157, wherein it was incorrectly designated as the "NINTH SET OF AMENDMENTS TO DECLARATION OF CONDOMINIUM FOR CORNERSTONE AT JAMES RIVER CONDOMINIUM"; and

WHEREAS, the amendment hereafter set forth, identical to that filed in Bonds, Contracts and Leases Book No. 367 at Page 157, is now filed for the sole purpose of properly designating the same; and

WHEREAS, the Unit Owners of Units in Cornerstone at James River Condominium to which more than 75% of the votes in The Cornerstone at James River Condominium Association, Inc. are allocated agreed to the following amendments; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The Cornerstone at James River Condominium Association, Inc., to prepare, execute, record and certify said amendments on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Condominium Association, Inc., on behalf of The Association, does hereby execute and certify the following amendments to The Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission

Return to:  
Flynn, Max, Miller & Toney, L.C.  
P.O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

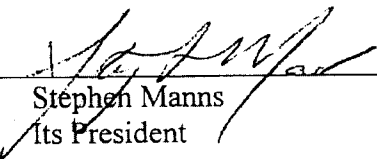
of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

Section (a) of Paragraph 25 of The Declaration of Condominium For Cornerstone at James River Condominium is hereby deleted in its entirety and replaced with the following:

(a) **Notice of Action.** A holder, insurer or guarantor of a first lien deed of trust upon a Unit, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to written notice of any proposed amendment of the condominium instruments, and will be entitled to not less than sixty (60) days after receipt of such notice to respond to such proposed amendment.

IN WITNESS WHEREOF, The Cornerstone at James River Condominium Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this 26 day of June, 2011.

THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

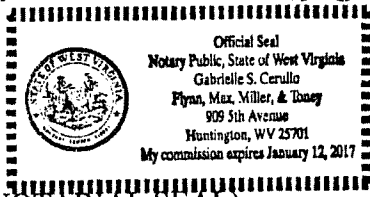
By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 20th day of June, 2011, by Stephen Manns, the President of The Cornerstone at James River Condominium Association, Inc., a corporation on behalf of the corporation.

My commission expires January 12, 2017.



(AFFIX NOTARIAL SEAL)

Gabrielle Cerullo  
NOTARY PUBLIC

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 529-2591

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE THERETO ANNEXED, IS ADMITTED TO RECORD. **AUG 26 2011**  
TESTE: [Signature] CLERK, CABELL COUNTY COURT

Cross Reference  
Karen S Cole  
CABELL County #10:17:38 AM  
Instrument No 398320  
Date Recorded 08/31/2011  
Document Type BCV  
Pages Recorded 8  
Book-Page 368-29  
Recording Fee \$8.00  
Additional \$6.00

ELEVENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a 5/8" rebar and plastic cap stamped "JL Stephens" in the southerly line of James River Turnpike, at the northeasterly corner of the grantor herein, being the northwesterly corner of Appalachian Power Company (D.B. 739, Pg. 443); thence, leaving said Turnpike, with said Appalachian Power Company, South 03°26'48" West, 297.82 feet to a point; thence, severing the land of the grantor herein, South 75°17'53" West, 175.67 feet, crossing Cornerstone Circle to a point in the westerly side of Cornerstone Circle, being the southeasterly corner of Phase Six of Cornerstone Condominium; thence, with the west side of Cornerstone Circle, and said Phase Six, curving to the left 79.66 feet, having a radius of 80.00 feet, and a chord of which bears, North 24°43'43" West, 76.41 feet to a point; thence crossing said Cornerstone Circle, N. 36°44'46" East, 332.89 feet to a point on the south line of said Turnpike; thence, leaving said Phase Six, with said Turnpike, North 74°29'34" East, 21.41 feet to the BEGINNING, containing 0.884 acres, to be the same, more or less, as depicted on the attached plat of Condominium Prepared by JL Stephens, PS, dated August 7, 2011, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors,

LIBRARY UNIT  
PO BOX 236  
HUNTINGTON, WV 25707-0236

Return to:  
Flynn, Max Miller & Toney, L.C.  
P. O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are thirty-two (32) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 58 and 60 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 4	Type D	3.79%
Unit 6	Type D	3.79%
Unit 8	Type D	3.79%
Unit 10	Type D	3.79%
Unit 12	Type D	3.79%
Unit 14	Type C	3.41%
Unit 16	Type D	3.79%
Unit 29	Type B	3.03%
Unit 31	Type B	3.03%
Unit 58	Type A	2.65%
Unit 60	Type B	3.03%
Unit 62	Type A	2.65%

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & TONEY, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 528-2591

Unit 64	Type B	3.03%
Unit 65	Type B	3.03%
Unit 66	Type B	3.03%
Unit 68	Type B	3.03%
Unit 69	Type B	3.03%
Unit 70	Type A	2.65%
Unit 71	Type B	3.03%
Unit 72	Type B	3.03%
Unit 73	Type B	3.03%
Unit 74	Type B	3.03%
Unit 75	Type B	3.03%
Unit 76	Type A	2.65%
Unit 77	Type A	2.65%
Unit 78	Type B	3.03%
Unit 79	Type B	3.03%
Unit 80	Type A	2.65%
Unit 82	Type B	3.03%
Unit 84	Type A	2.65%
Unit 86	Type B	3.03%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units



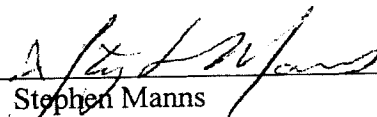
are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 28 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Third Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 7.310 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Eleventh Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

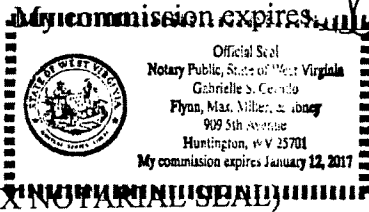
By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of August, 2011, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires January 12, 2017.

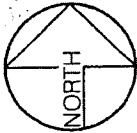


Gabrielle S. Corallo  
 NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

Prepared by:  
 LAW OFFICE  
 FLYNN, MAX,  
 MILLER & TONEY, L.C.  
 HUNTINGTON, WEST VIRGINIA

(304) 529-2591



**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.

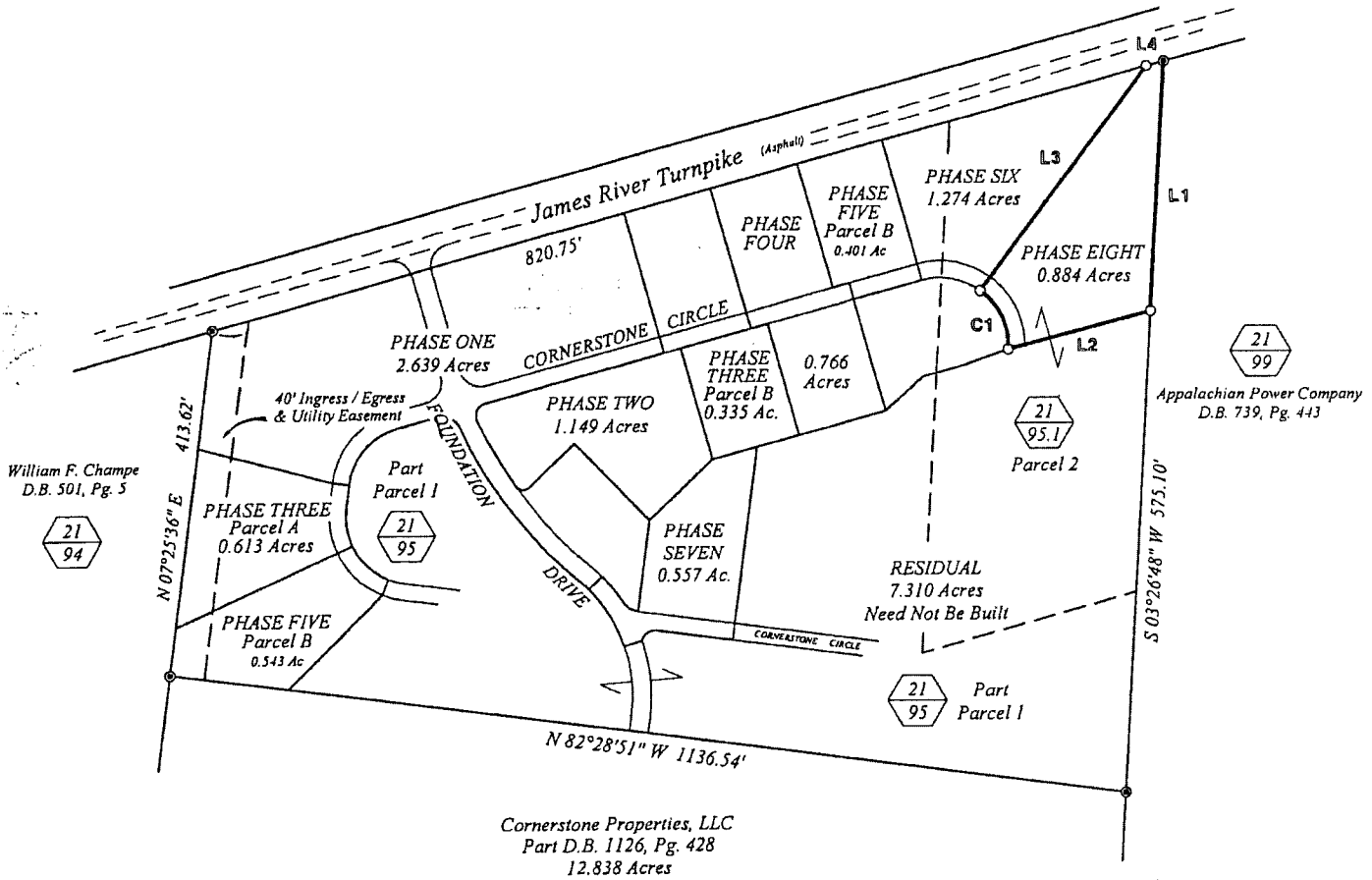


Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.557 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Adjacent ownership information is either past or present.



**LINE TABLE**

LINE	LENGTH	BEARING
L1	297.82'	S 03°26'48" W
L2	175.67'	S 75°17'53" W
L3	332.89'	N 36°44'46" E
L4	21.41'	N 74°29'15" E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	79.66'	80.00'	N 24°43'43" W	76.41'

**EXHIBIT**

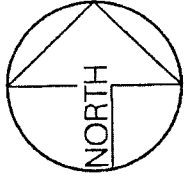
A

PLAT OF CONDOMINIUM

*Phase Eight*  
of  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

JL Stephens, PS  
2458 5th Street Road  
Huntington, WV 25701  
412 979-8080





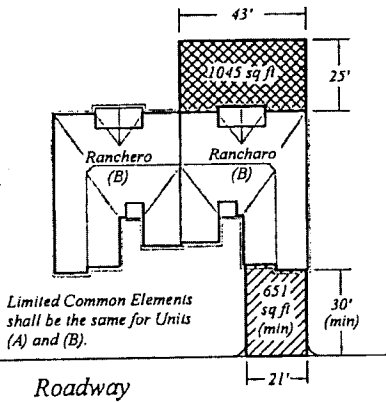
Graphic Scale

**LEGEND**  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

**NOTE:**

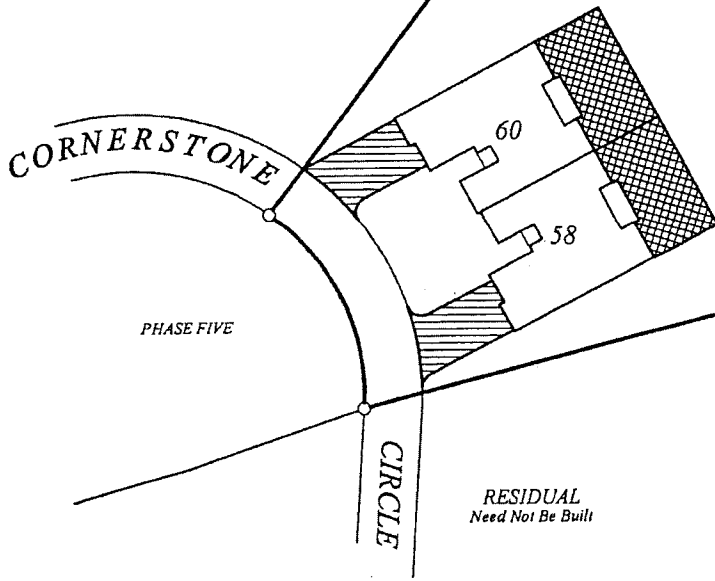
All areas and improvements not designated by limited common areas or unit designations are common areas.



James River Turnpike

PHASE FIVE

Appalachian Power Company  
D.B. 739, Pg. 443



**LIVING UNIT KEY**

- 58 Rancharo (A)
- 60 Rancharo (B)

Common Interest Community Plan For  
*Phase Eight*

*Cornerstone at James River*

On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

J.L. Stephens, PS  
2458 5th Street Road  
Huntington, WV 25701  
412.879.8080



**EXHIBIT**

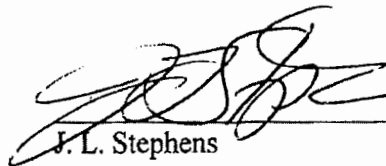
B

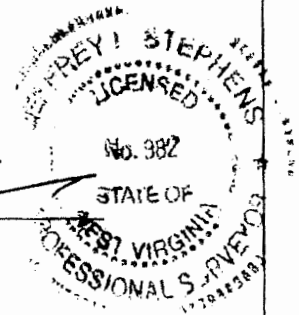
tabbies

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 58 and 60 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 27<sup>th</sup> day of August, 2011.

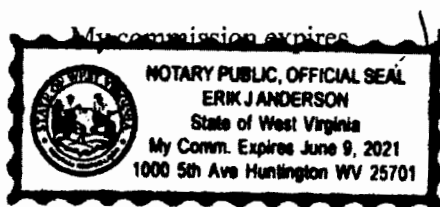
  
J. L. Stephens

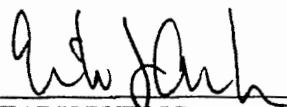


STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

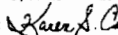
The foregoing instrument was acknowledged before me this 27 day of August, 2011, by J. L. Stephens.



  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

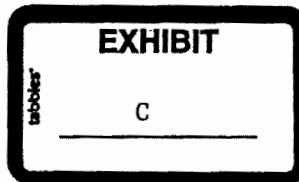
WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE THERETO ANNEXED, IS ADMITTED TO RECORD.

TESTE:  CLERK, CABELL COUNTY COURT

AUG 31 2011

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & TONEY, L.C.  
HUNTINGTON, WEST VIRGINIA

(004) 528-2591



✓ CONTRACTORS INC  
PO BOX 725  
PROCTORVILLE, OH 45669-0725

Karen S Cole  
CABELL County 02:10:21 PM  
Instrument No 437753  
Date Recorded 07/10/2012  
Document Type BCV  
Pages Recorded 7  
Book-Page 371-591  
Recording Fee \$7.00  
Additional \$6.00

TWELFTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Cornerstone Properties, LLC (D.B. 1126, Pg. 438) from which a 5/8" rebar and plastic cap stamped "JL Stephens" at the northeasterly corner of said Cornerstone Properties, LLC, being on the westerly line of Appalachian Power Company (D. B. 739, Pg. 443), bears South 82°28'51" East, 426.21 feet;

Thence, with said Cornerstone Properties, North 82°28'51" West 142.90 feet to a point in the east line of Foundation Drive;

Thence, leaving said Cornerstone Properties, with said Foundation Drive, North 07°31'07" East, 20.10 feet to a point of curvature;

Thence, curving to the left 91.65 feet, having a radius of 202.00 feet, and a chord of which bears, North 05°28'43" West, 90.86 feet to a point;

Thence, leaving said Foundation Drive, curving to the right 22.25 feet, having a radius of 15.00 feet, and a chord of which bears North 55°01'02" East, 20.27 feet to a point of tangency on the southerly line of Cornerstone Circle;

Thence South 82°28'53" East, 148.39 feet to a point;

Thence, leaving said Cornerstone Circle, South 07°31'07" West, 122.33 feet to

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Cornerstone Contractors Inc PO Box 725 Proctorville, OH 45669

the BEGINNING, containing 0.420 acres, to be the same, more or less, as depicted on the attached plat of Condominium, Prepared by JL Stephens, PS, dated February 29, 2012, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are thirty-four (34) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 30 and 32 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	3.584%
Unit 4	Type D	3.584%
Unit 6	Type D	3.584%
Unit 8	Type D	3.584%
Unit 10	Type D	3.584%
Unit 12	Type D	3.584%
Unit 14	Type C	3.226%
Unit 16	Type D	3.584%
Unit 29	Type B	2.867%

Unit 30	Type A	2.509%
Unit 31	Type B	2.867%
Unit 32	Type B	2.867%
Unit 58	Type A	2.509%
Unit 60	Type B	2.867%
Unit 62	Type A	2.509%
Unit 64	Type B	2.867%
Unit 65	Type B	2.867%
Unit 67	Type B	2.867%
Unit 68	Type B	2.867%
Unit 69	Type B	2.867%
Unit 70	Type A	2.509%
Unit 71	Type B	2.867%
Unit 72	Type B	2.867%
Unit 73	Type B	2.867%
Unit 74	Type B	2.867%
Unit 75	Type B	2.867%
Unit 76	Type A	2.509%
Unit 77	Type A	2.509%
Unit 78	Type B	2.867%
Unit 79	Type B	2.867%
Unit 80	Type A	2.509%
Unit 82	Type B	2.867%



Unit 84                      Type A              2.509%

Unit 86                      Type B              2.868%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to 26 additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Twelfth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 6.887 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Twelfth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

CORNERSTONE CONTRACTORS, INC.

By *Stephen Manns*  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

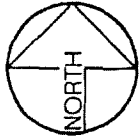
The foregoing instrument was acknowledged before me this 21 day of June, 2012, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires Aug 26 2018.

*Sharon Crook*  
NOTARY PUBLIC



Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592



**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.

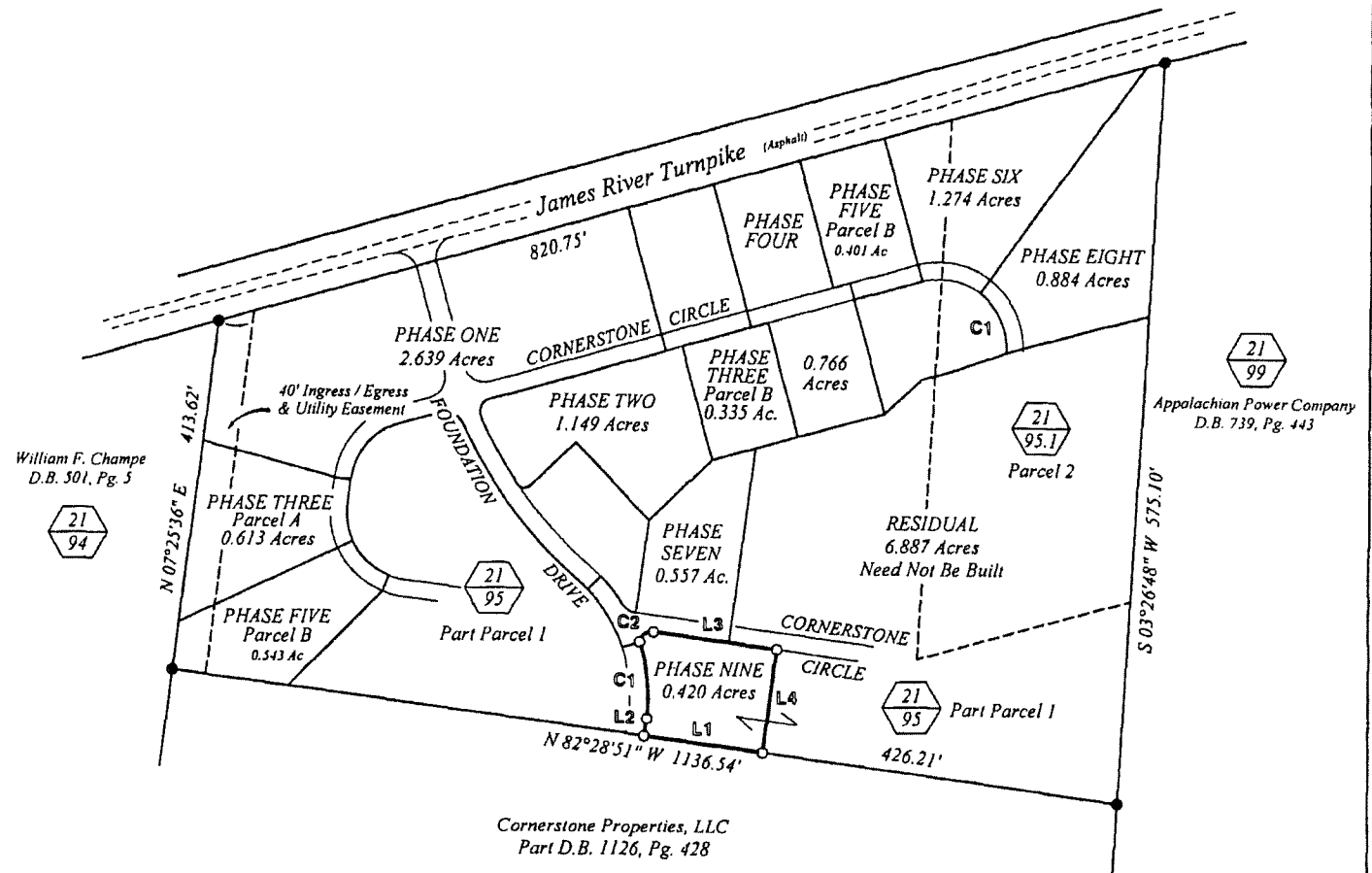


Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.420 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Adjacent ownership information is either past or present.

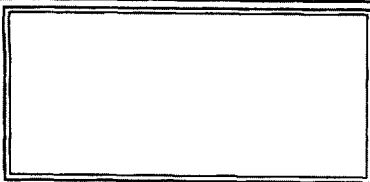


LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°28'47" W	142.90'
L2	N 07°31'07" E	20.10'
L3	S 82°28'53" E	148.39'
L4	S 07°31'07" W	122.33'

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	91.65'	202.00'	N 05°28'43" W	90.86'
C2	22.25'	15.00'	N 55°01'02" E	20.27'

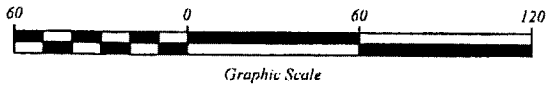
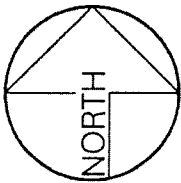
**EXHIBIT**

A



PLAT OF CONDOMINIUM  
*Phase Nine*  
**Cornerstone at James River**  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

JL Stephens, PS  
 2458 5th Street Road  
 Huntington, WV 25701  
 412.976.8080

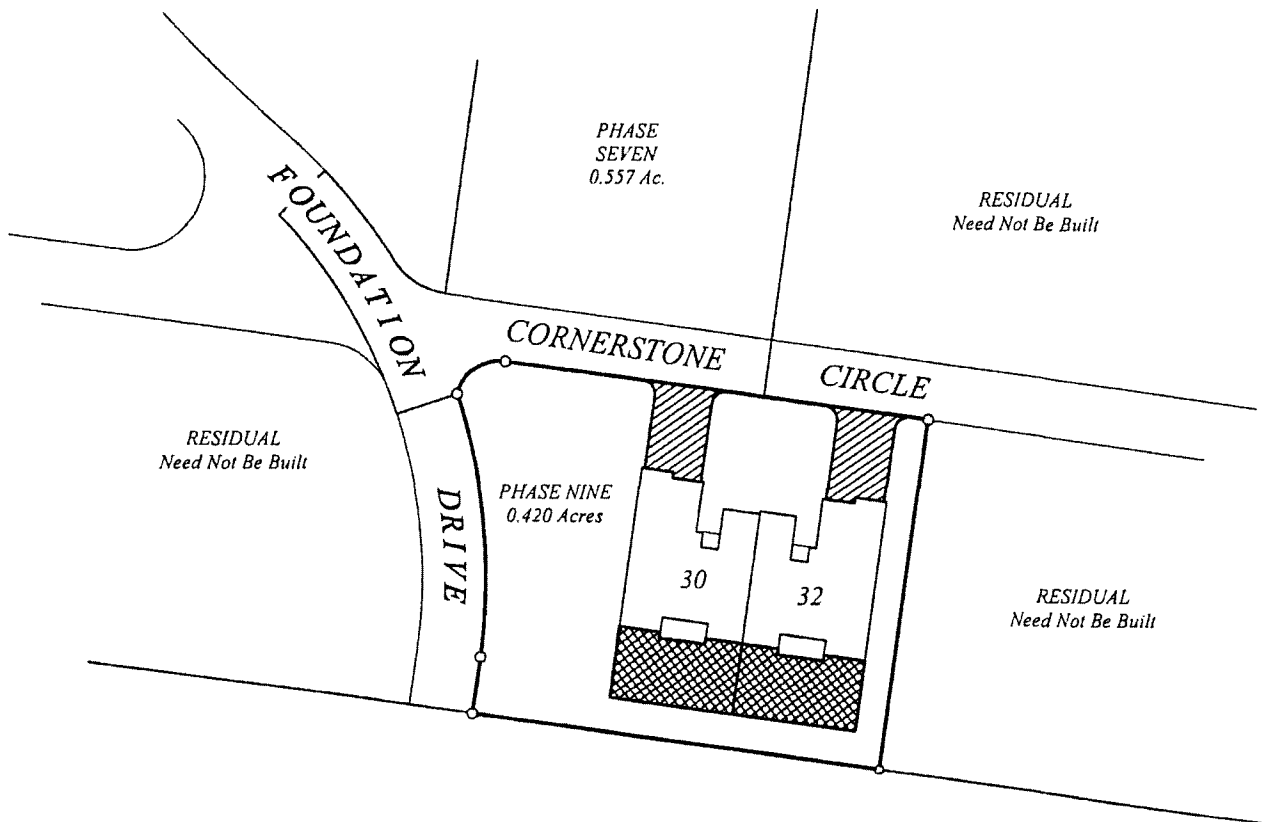
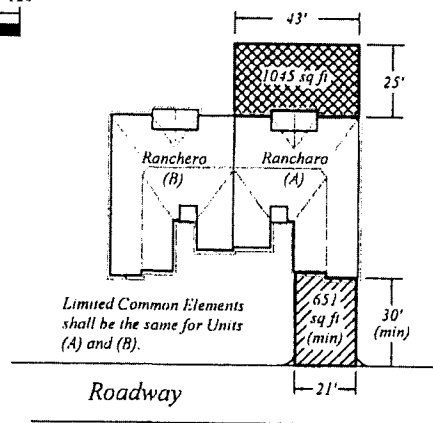


LEGEND  
LIMITED COMMON ELEMENTS

-  Driveway Limitation
-  Rear Yard Limitation

NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT HAS THIS DAY PRESENTED BY MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE THEREON, ANNEXED, IS ADMITTED TO RECORD. JUL 10 2012

*Wendy Cole* CLERK, CABELL COUNTY COURT

**EXHIBIT**

B

LIVING UNIT KEY

30	Ranchero (A)
32	Ranchero (B)

Common Interest Community Plan For

*Phase Nine*

*Cornerstone at James River*

On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

JL Stephens, PS  
2458 9th Street Road  
Hurricane, WV 25701  
612.879.8080



THIRTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Cornerstone Circle, at the southeasterly corner of Phase Seven of Cornerstone Condominiums;

Thence, crossing said Circle, with the easterly line of said Phase 7, North 07°31'07" East, 232.44 feet to a point in the southerly line of Phase Three of said Condominium;

Thence, leaving said Phase Seven, with the southerly line of said Phase Three and Phase Four of said Condominium, North 74°33'36" East, 115.31 feet to a point in the southerly line of said Phase Four;

Thence, leaving said Phase Four, severing the lands of the grantor herein, South 07°31'07" West, 227.42 feet to a point in the southerly line of said Cornerstone Circle;

Thence, North 82°28'53" West, 106.18 feet to the BEGINNING, containing 0.621 acres, to be the same, more or less, as depicted on the attached plat of Condominium, Prepared by JL Stephens, PS, dated November 25, 2013, and made a part hereof.

Subject to all legal easements and rihgts-of-way.

Return to:  
Flynn, Max, Miller & Miller, L.C.  
P.O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

CABELL COUNTY 10-02-2013  
INSTRUMENT NO 007234  
DATE RECORDED 12/02/2013  
DOCUMENT TYPE 001  
PAGES RECORDED 8  
BOOK PAGE 377-53  
RECORDING FEE \$0.00  
ADDITIONAL \$6.00

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are thirty-six (36) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 33 and 35 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	3.3898%
Unit 4	Type D	3.3898%
Unit 6	Type D	3.3898%
Unit 8	Type D	3.3898%
Unit 10	Type D	3.3898%
Unit 12	Type D	3.3898%
Unit 14	Type C	3.0508%
Unit 16	Type D	3.3898%
Unit 29	Type B	2.7119%
Unit 30	Type A	2.3729%
Unit 31	Type B	2.7119%

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Unit 32	Type B	2.7119%
Unit 33	Type B	2.7119%
Unit 35	Type B	2.7119%
Unit 58	Type A	2.3729%
Unit 60	Type B	2.7119%
Unit 62	Type A	2.3279%
Unit 64	Type B	2.7119%
Unit 65	Type B	2.7119%
Unit 67	Type B	2.7119%
Unit 68	Type B	2.7119%
Unit 69	Type B	2.7119%
Unit 70	Type A	2.3729%
Unit 71	Type B	2.7119%
Unit 72	Type B	2.7119%
Unit 73	Type B	2.7119%
Unit 74	Type B	2.7119%
Unit 75	Type B	2.7119%
Unit 76	Type A	2.3729%
Unit 77	Type A	2.3729%
Unit 78	Type B	2.7119%
Unit 79	Type B	2.7119%
Unit 80	Type A	2.3729%
Unit 82	Type B	2.7119%

Prepared by:

LAW OFFICE

FLYNN, MAX,  
J. LER & MILLER, L. C.

Martinsburg, West Virginia

(304) 529-2592

Unit 84	Type A	2.3729%
Unit 86	Type B	2.7119%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to twenty-four (24) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Thirteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 6.267 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Thirteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

Prepared by:

LAW OFFICE

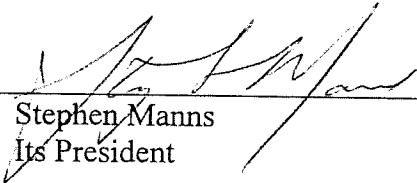
FLYNN, MAX,  
LER & MILLER, L. C.

ntington, West Virginia

(304) 529-2592



CORNERSTONE CONTRACTORS, INC.

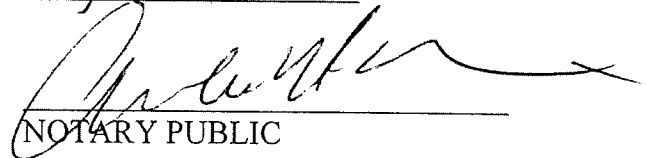
By   
Stephen Manns  
Its President

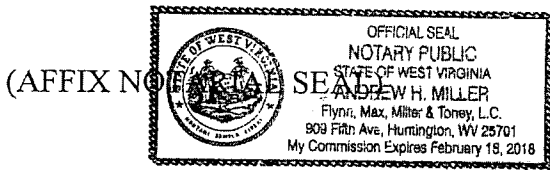
STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 2nd day of December, 2013, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires February 18, 2018.

  
NOTARY PUBLIC



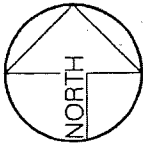
Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

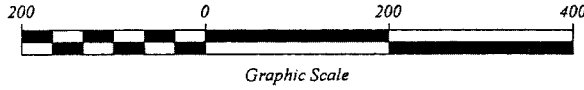
Huntington, West Virginia

(304) 529-2592



**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.

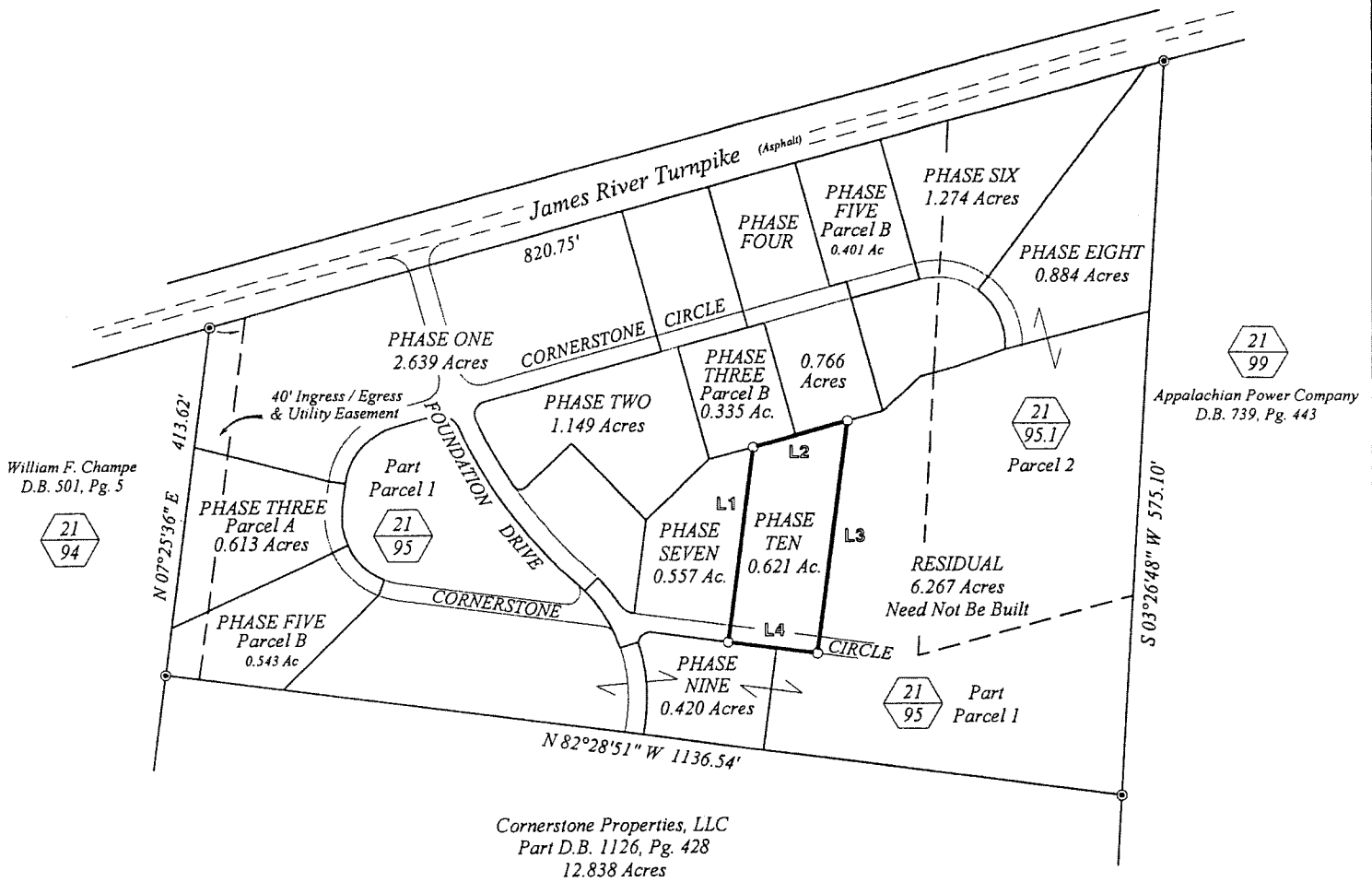


**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Adjacent ownership information is either past or present.

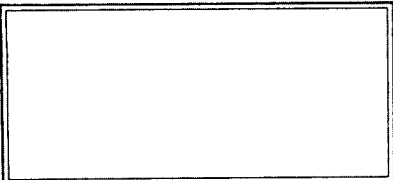
Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.557 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

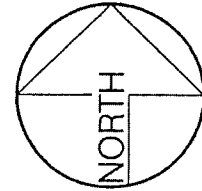
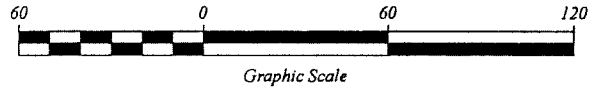
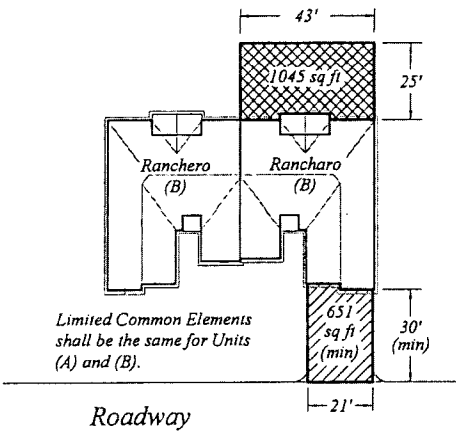
LINE TABLE		
LINE	LENGTH	BEARING
L1	232.44'	N 07°31'07" E
L2	115.31'	N 74°33'36" E
L3	277.42'	S 07°31'07" W
L4	106.18'	N 82°28'53" W

**EXHIBIT**  
"A"



PLAT OF CONDOMINIUM  
*Phase Ten*  
*of*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

JL Stephens, PS  
2456 5th Street Road  
Huntington, WV 25701  
412.979.8060

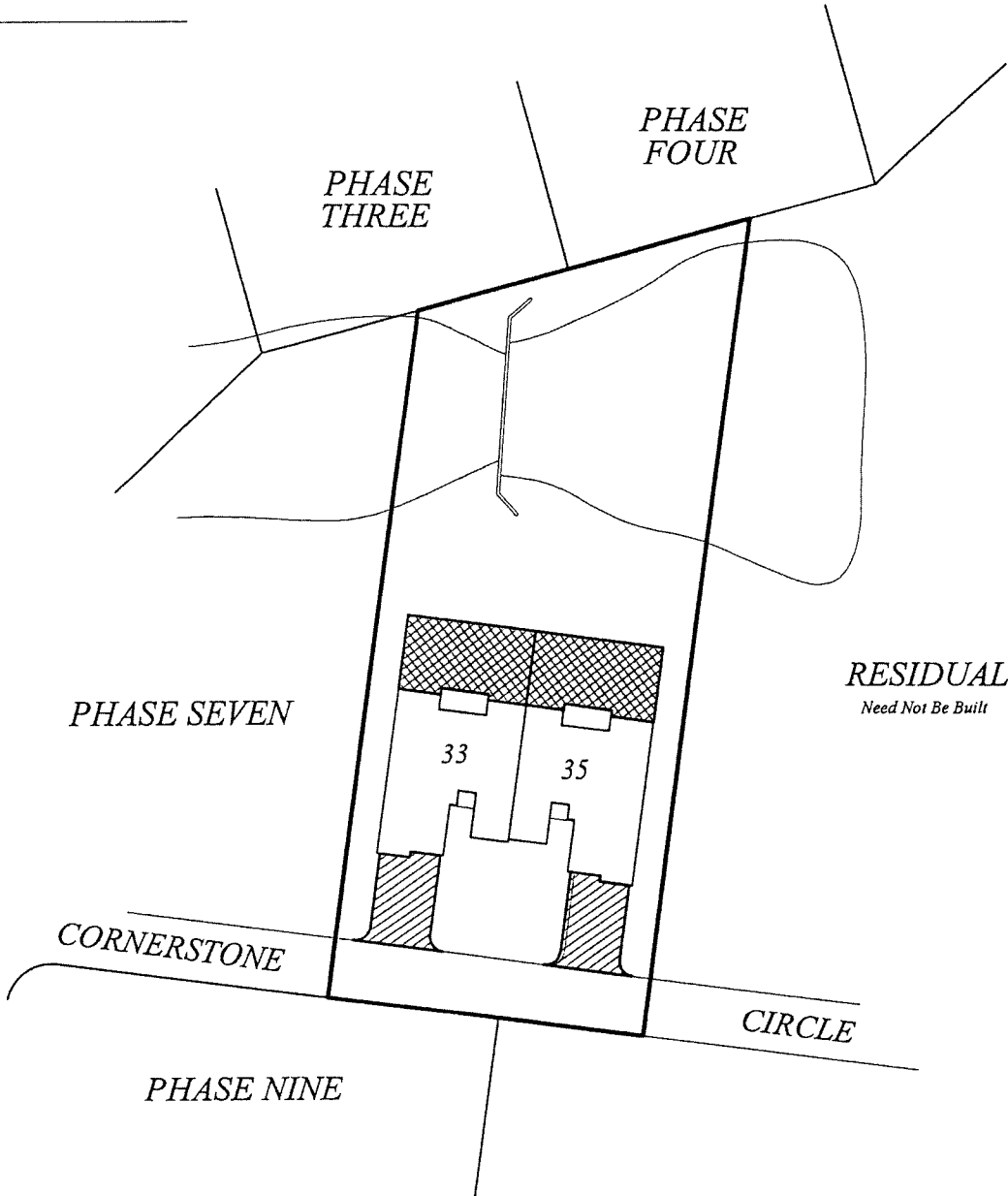


LEGEND  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.



**EXHIBIT**  
"B"

LIVING UNIT KEY

33	Ranchero (B)
35	Ranchero (B)

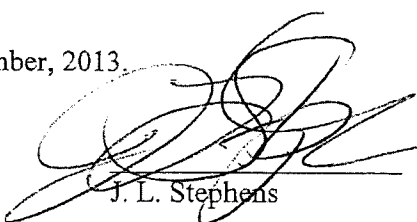
Common Interest Community Plan For  
*Phase Ten*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

J.L. Stephens, P.C.  
2458 5th Street Road  
Huntington, WV 25701  
412.979.8080

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 33 and 35 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated 28<sup>th</sup> day of November, 2013.



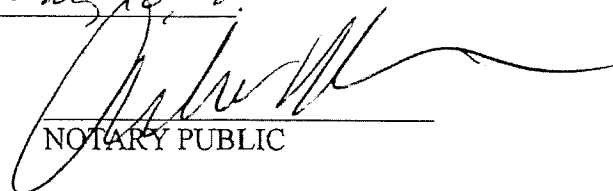
J. L. Stephens



STATE OF WEST VIRGINIA  
COUNTY OF MARSHALL, TO-WIT:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2013, by J. L. Stephens.

My commission expires February 10, 2018

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

**EXHIBIT**

"C"

Karen S-Cole  
CABELL County 02:19:33 PM  
Instrument No 515536  
Date Recorded 02/13/2014  
Document Type BCV  
Pages Recorded 8  
Book-Page 377-610  
Recording Fee \$8.00  
Additional \$6.00

FOURTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Cornerstone Circle, at the southeasterly corner of Phase Ten and the northeasterly corner of Phase Nine of Cornerstone Condominiums;

Thence, leaving said Phase Nine, with said Cornerstone Circle and said Phase Ten, South 82°28'53" East, 48.85 feet to a point in the south line of said road;

Thence, crossing said road, North 07°31'07" East, 20.00 feet to a point in the north line of said road;

Thence, leaving said Phase Ten, severing the land of the grantor herein, with the north line of said Road, South 82°28'53" East, 57.37 feet to a point;

Thence, crossing said road, South 07°31'07" West, 142.33 feet to a point on the north line of Cornerstone Properties (D.B. 1126, Pg. 428), from which a 5/8" rebar and plastic cap stamped "JL Stephens" bears, South 82°28'53" East, 319.99 feet;

Thence with said Cornerstone Properties, North 82°28'53" West, 106.22 feet to a point at the southeasterly corner of said Phase Nine;

Thence, leaving said Cornerstone Properties, with said Phase Nine, North

✓  
PO BOX 236  
HUNTINGTON, WV 25707-0236

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

07°31'07" East, 122.33 feet to the BEGINNING, containing 0.325 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated January 17, 2014, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are thirty-eight (38) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 34 and 36 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	3.2154%
Unit 4	Type D	3.2154%
Unit 6	Type D	3.2154%
Unit 8	Type D	3.2154%
Unit 10	Type D	3.2154%
Unit 12	Type D	3.2154%
Unit 14	Type C	2.8939%
Unit 16	Type D	3.2154%
Unit 29	Type B	2.5723%

Unit 30	Type A	2.2508%
Unit 31	Type B	2.5723%
Unit 32	Type B	2.5723%
Unit 33	Type B	2.5723%
Unit 34	Type B	2.5723%
Unit 35	Type B	2.5723%
Unit 36	Type B	2.5723%
Unit 58	Type A	2.2508%
Unit 60	Type B	2.5723%
Unit 62	Type A	2.2508%
Unit 64	Type B	2.5723%
Unit 65	Type B	2.5723%
Unit 67	Type B	2.5723%
Unit 68	Type B	2.5723%
Unit 69	Type B	2.5723%
Unit 70	Type A	2.2508%
Unit 71	Type B	2.5723%
Unit 72	Type B	2.5723%
Unit 73	Type B	2.5723%
Unit 74	Type B	2.5723%
Unit 75	Type B	2.5723%
Unit 76	Type A	2.2508%
Unit 77	Type A	2.2508%

Unit 78	Type B	2.5723%
Unit 79	Type B	2.5723%
Unit 80	Type A	2.2508%
Unit 82	Type B	2.5723%
Unit 84	Type A	2.2508%
Unit 86	Type B	2.5723%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

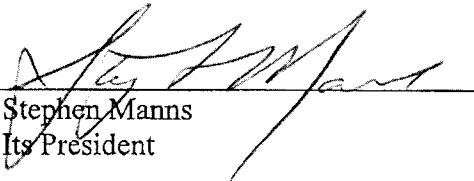
5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to twenty-two (22) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Fourteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 5.942 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.



IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Fourteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

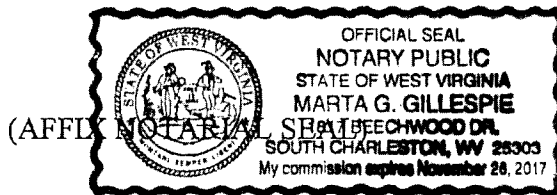
CORNERSTONE CONTRACTORS, INC.

By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2014, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires Nov 28, 2017.



Marta Gillespie  
NOTARY PUBLIC



**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.

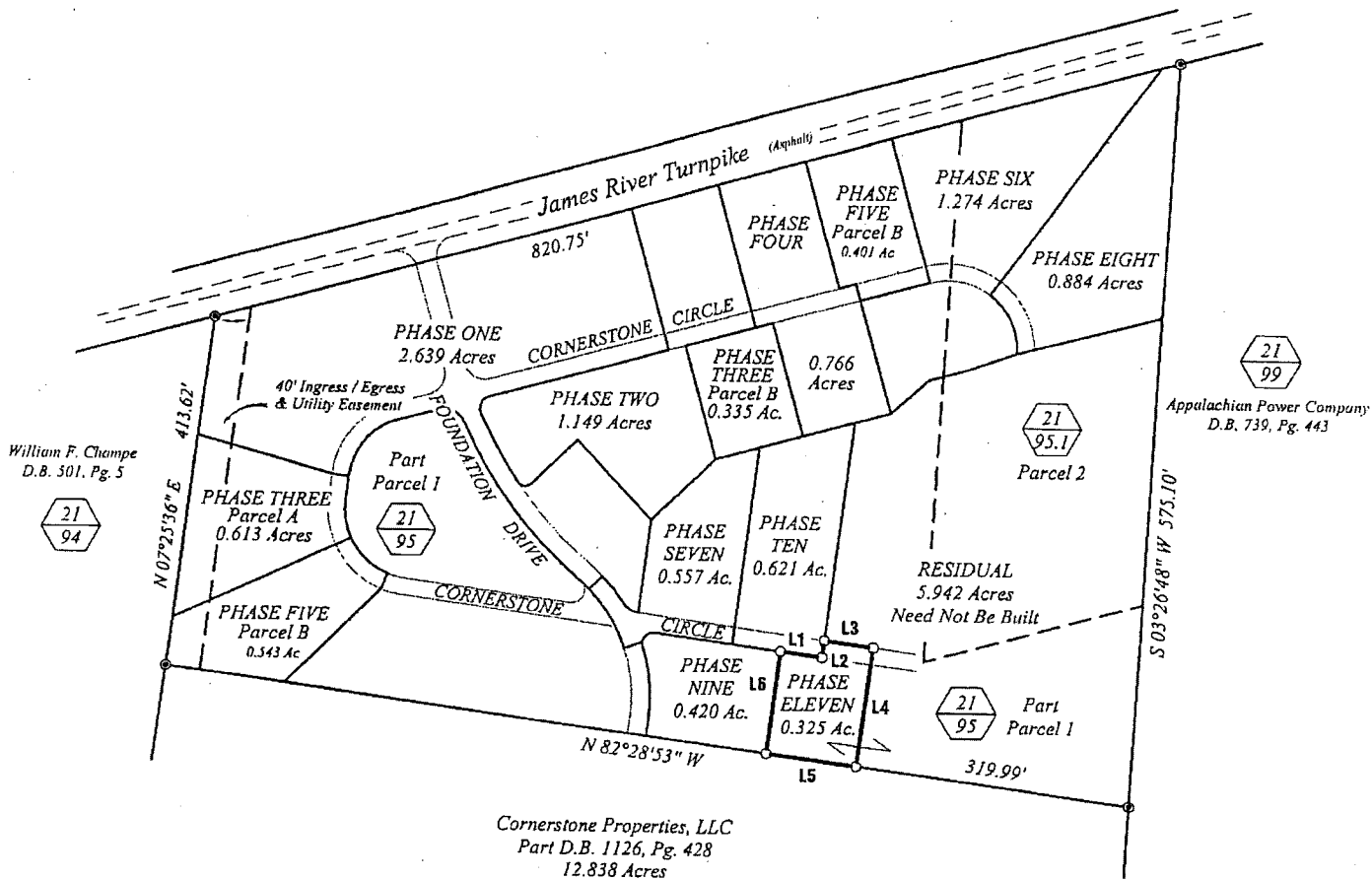


**LEGEND**

- 5/8" rebar and plastic cap stamped 'JL Stephens'
- Point, identified as noted

Adjacent ownership information is either past or present.

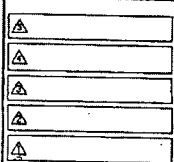
Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.325 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



**LINE TABLE**

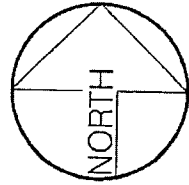
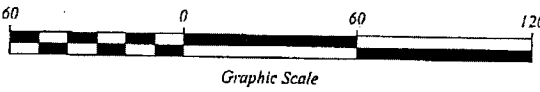
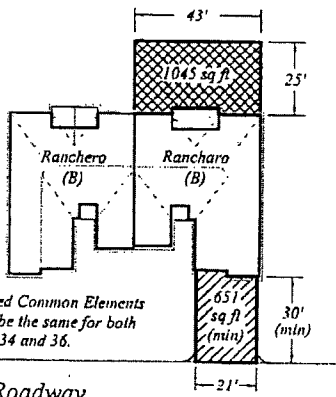
LINE	LENGTH	BEARING
L1	48.85'	S 82°28'53" E
L2	20.00'	N 07°31'07" E
L3	57.37'	S 82°28'53" E
L4	142.33'	S 07°31'07" W
L5	106.22'	N 82°28'53" W
L6	122.33'	N 07°31'07" E

Sheet No. 1 of 1  
THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
Project No. 05-797  
File Name Phase 11.dwg(11/16)  
Issue Date January 17, 2014



PLAT OF CONDOMINIUM  
Phase Eleven  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

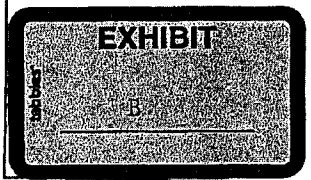
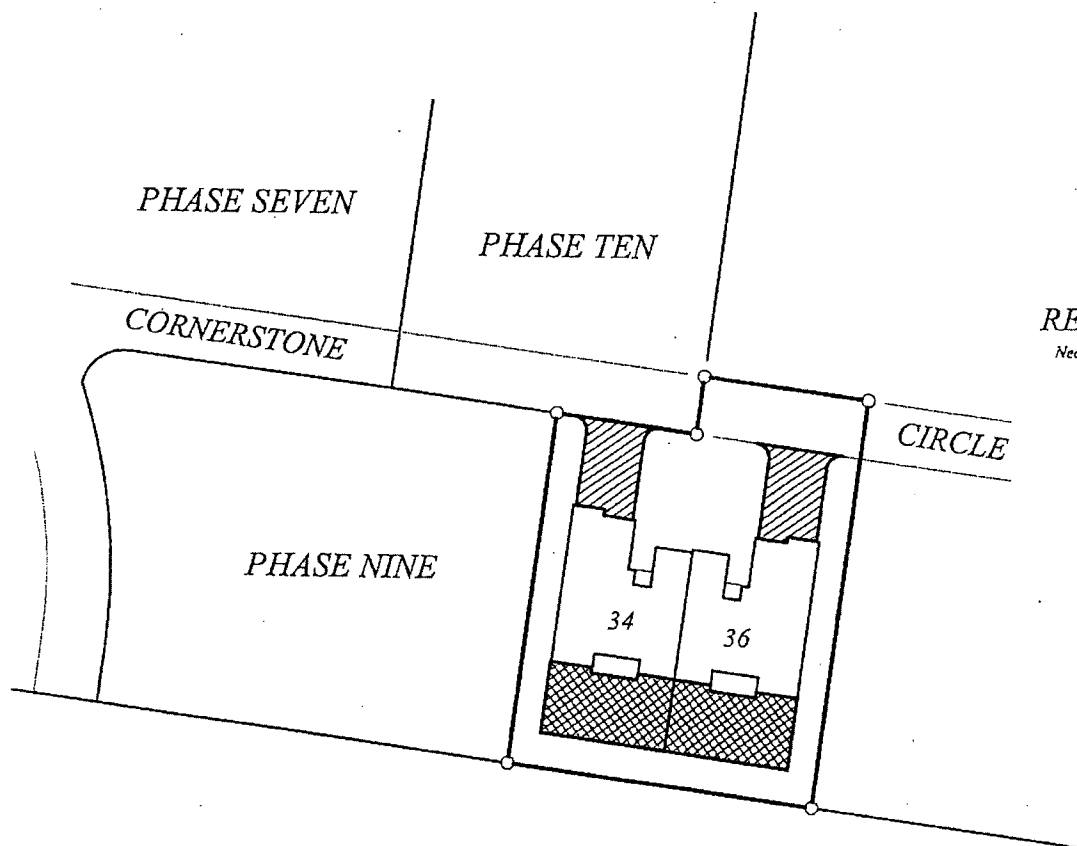
JL Stephens, PS  
852 Alton Court Road  
Wayne, WV 25370  
412 979 8080



**LEGEND**  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

**NOTE:**  
All areas and improvements not designated by limited common areas or unit designations are common areas.



Sheet No.  
1 of 1

THIS DRAWING HAS BEEN ISSUED:

- For Review Only
- For Permitting Only
- For Bidding Only
- For Construction Only

Project No. 05-197  
File Name Phase 11 Living Units  
Issue Date Jan 17, 2014


**LIVING UNIT KEY**

34	Ranchero (B)
36	Ranchero (B)

Common Interest Community Plan For  
*Phase Eleven*  
**Cornerstone at James River**  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

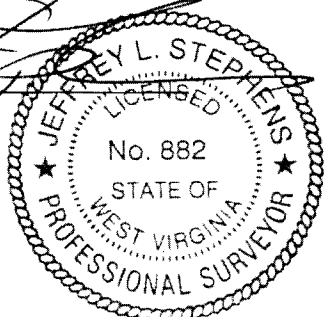
J.L. Stephens, PS  
552 Alum Cove Road  
Waynes, WV 25670  
412.978.8080

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 34 and 36 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 17<sup>th</sup> day of January, 2014.

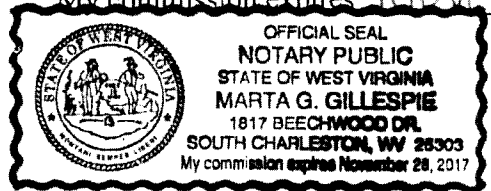
*[Handwritten Signature]*  
J. L. Stephens



STATE OF West Virginia,  
COUNTY OF Wayne, TO-WIT:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2014, by J. L. Stephens.

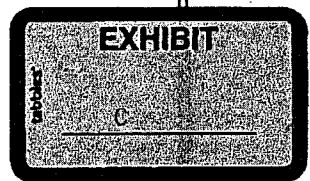
My commission expires November 28, 2017.



*[Handwritten Signature]*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592



WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE  
This instrument was filed for record in the  
office, and thereupon, the clerk will  
therein be recorded as provided by law.  
TESTE: *[Signature]* FEB 13 2014

FIFTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Cornerstone Circle, at the most northerly corner of Phase Eleven and on the easterly line of Phase Ten of Cornerstone Condominiums;

Thence, leaving said Cornerstone Circle and said Phase Eleven, with the easterly line of said Phase Ten, North 07°31'07" East, 179.09 feet to a point;

Thence, leaving said Phase Ten, severing the property of the grantor herein, South 47°19'34" East, 136.91 feet to a point;

Thence, South 82°28'53" East, 99.20 feet to a point in the easterly line of said Cornerstone Drive;

Thence, with the easterly line of said Cornerstone Circle, South 03°47'48" West, 14.12 feet to a point of curvature;

Thence, curving to the right with an arc length of 163.58', with a radius of 100.00', with a chord bearing of South 50°39'28" West, with a chord length of 145.94' to a point of tangency on the southerly line of said roadway;

Thence, North 82°28'53" West, 54.89 feet to a point in the easterly line of said Phase Eleven;

RECORDED 9-16-2014  
BILL 380-221

Thence, with said Phase Eleven, crossing said Cornerstone Circle North 07°31'07" East, 20.00 feet to a point in the northerly line of said roadway, being the northeasterly corner of said Phase Eleven;

Thence, with the northerly line of said Cornerstone Circle and said Phase Eleven, North 82°28'53" West, 57.37 feet to the BEGINNING, containing 0.610 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated May 27, 2014, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are forty (40) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 37 and 39 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type D	3.0581%
Unit 4	Type D	3.0581%
Unit 6	Type D	3.0581%
Unit 8	Type D	3.0581%
Unit 10	Type D	3.0581%

Unit 12	Type D	3.0581%
Unit 14	Type C	2.7523%
Unit 16	Type D	3.0581%
Unit 29	Type B	2.4465%
Unit 30	Type A	2.1407%
Unit 31	Type B	2.4465%
Unit 32	Type B	2.4465%
Unit 33	Type B	2.4465%
Unit 34	Type B	2.4465%
Unit 35	Type B	2.24465%
Unit 36	Type B	2.4465%
Unit 37	Type B	2.4465%
Unit 38	Type B	2.4465%
Unit 58	Type A	2.1407%
Unit 60	Type B	2.4465%
Unit 62	Type A	2.1407%
Unit 64	Type B	2.4465%
Unit 65	Type B	2.4465%
Unit 67	Type B	2.4465%
Unit 68	Type B	2.4465%
Unit 69	Type B	2.4465%
Unit 70	Type A	2.1407%
Unit 71	Type B	2.4465%

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Unit 72	Type B	2.4465%
Unit 73	Type B	2.4465%
Unit 74	Type B	2.4465%
Unit 75	Type B	2.4465%
Unit 76	Type A	2.1407%
Unit 77	Type A	2.1407%
Unit 78	Type B	2.4465%
Unit 79	Type B	2.4465%
Unit 80	Type A	2.1407%
Unit 82	Type B	2.4465%
Unit 84	Type A	2.1407%
Unit 86	Type B	2.4465%

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to twenty (20) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety

Prepared by:

LAW OFFICE

FLYNN, MAX,  
J. MILLER & MILLER, L. C.

Martinsburg, West Virginia

(304) 529-2592



and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Fifteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 5.332 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Fifteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

CORNERSTONE CONTRACTORS, INC.

By \_\_\_\_\_  
Stephen Manns  
Its President

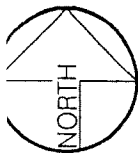
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.

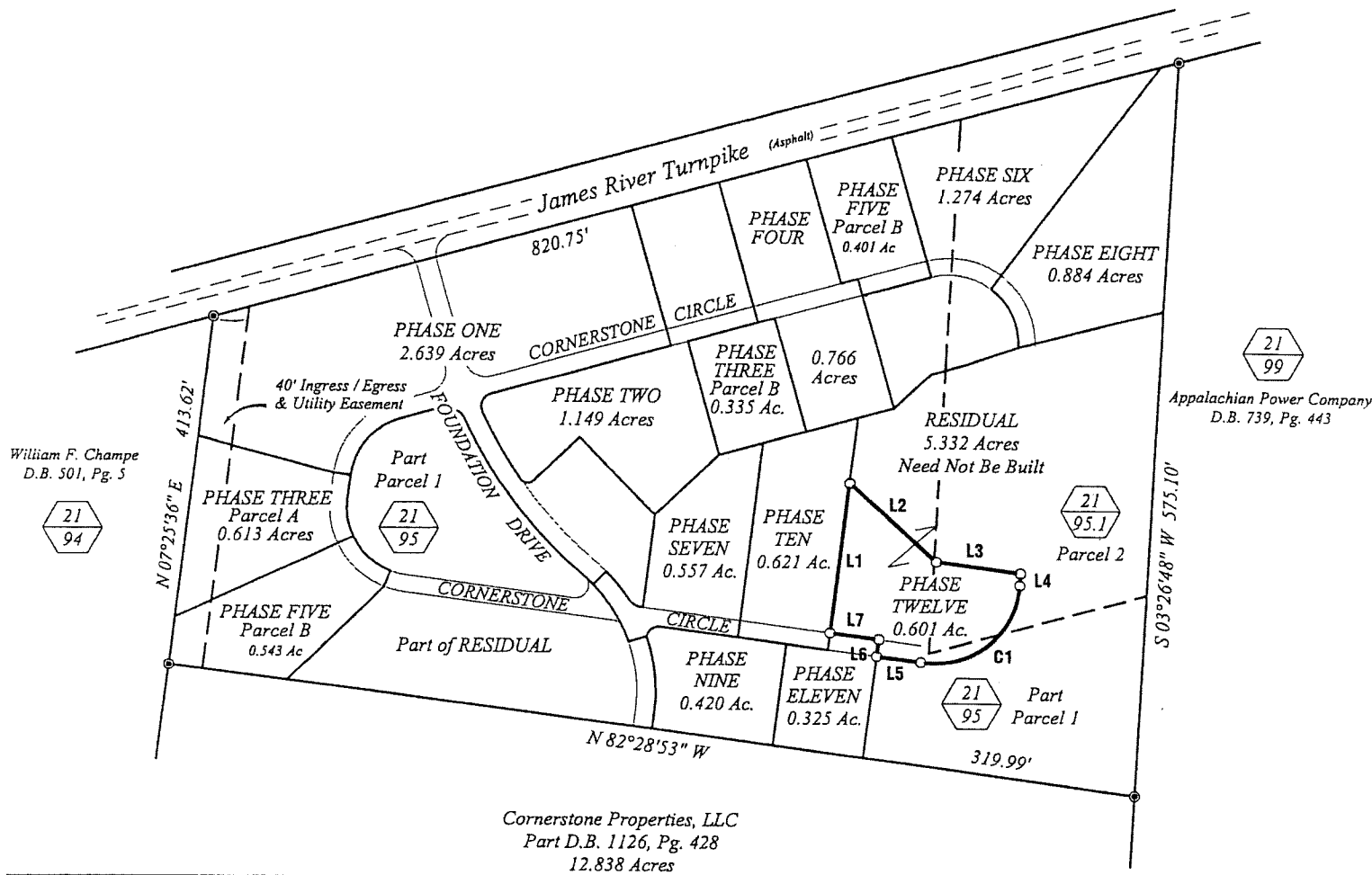


**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Adjacent ownership information is either past or present.

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.610 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



William F. Champe  
D.B. 501, Pg. 5

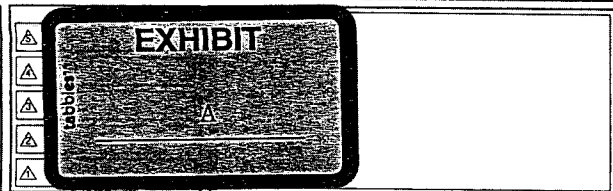
Appalachian Power Company  
D.B. 739, Pg. 443

Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 07°31'07" E	179.09'
L2	S 47°19'34" E	136.91'
L3	S 82°28'53" E	99.20'
L4	S 03°47'48" W	14.12'
L5	N 82°28'53" W	54.89'
L6	N 07°31'07" E	20.00'
L7	N 82°28'53" W	57.37'

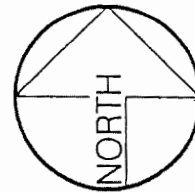
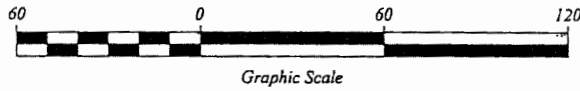
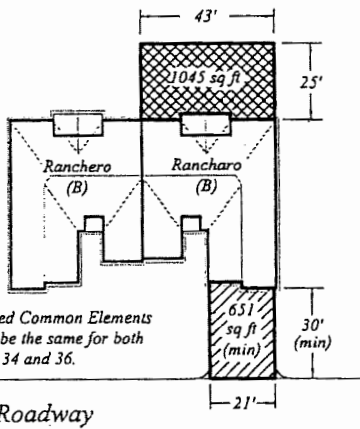
CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	163.58'	100.00'	S 50°39'28" W	145.94'

1 of 1  
DRAWING HAS BEEN ISSUED:  
or Review Only  
or Permitting Only  
or Bidding Only  
or Construction Only  
# No. 05-197  
Name Phase 12.dwg(plat)  
Date May 27, 2014



PLAT OF CONDOMINIUM  
*Phase Twelve*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeoSAM  
JL Stephens, PS  
652 Alum Cave Road  
Wayne, WV 25570  
304.476.1800

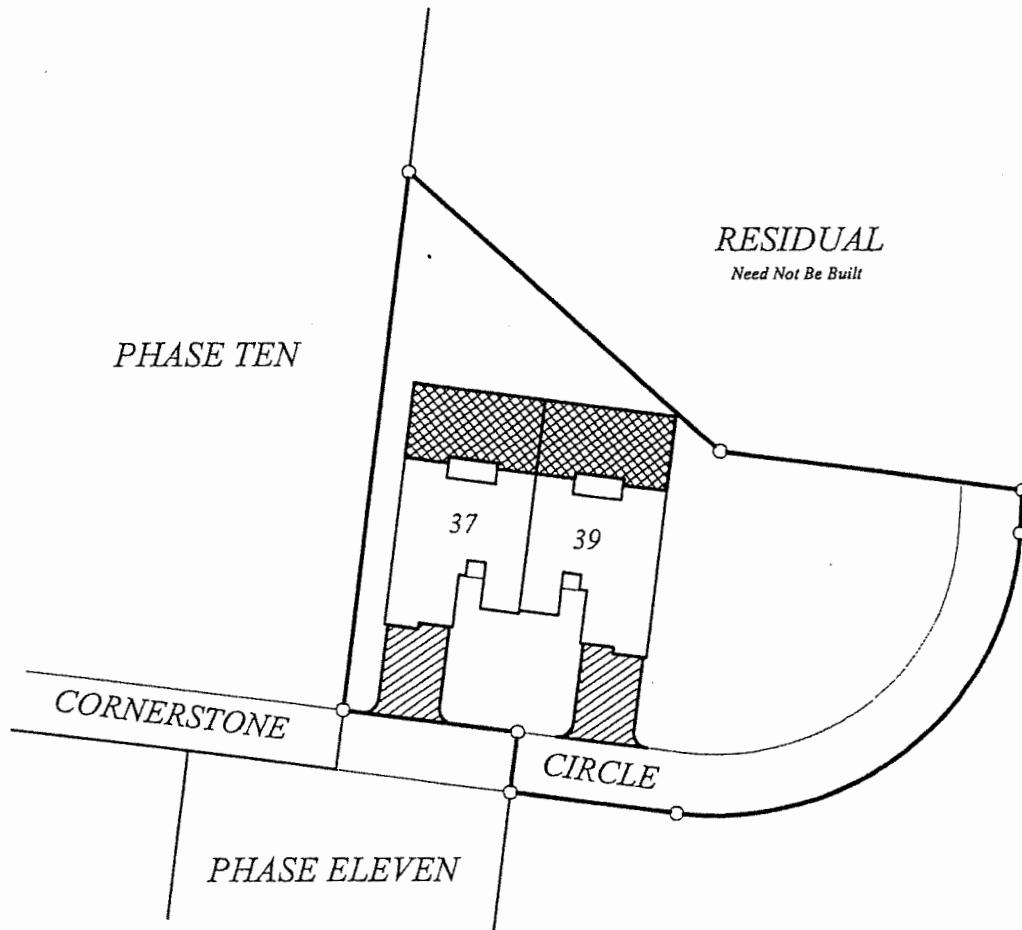


LEGEND  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

NOTE:

All areas and improvements not designated by limited common areas or unit designations are common areas.



1 of 1  
DRAWING HAS BEEN ISSUED:  
for Review Only  
for Permitting Only  
for Bidding Only  
for Construction Only  
No. 05-197  
Name: Phase12.dwg(jls)   
Date: May 27, 2014

DRAWING UNIT KEY	
	Rancharo (B)
	Rancharo (B)

Common Interest Community Plan For  
*Phase Twelve*  
*Cornerstone at James River*  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeosAM  
J. Stephens, PS  
652 Alum Cave Road  
Wayne, WV 25570  
304.416.1800

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 37 and 39 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
J. L. Stephens

STATE OF \_\_\_\_\_,

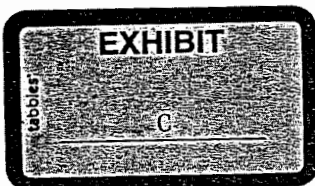
COUNTY OF \_\_\_\_\_, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by J. L. Stephens.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



Karen S Cole  
CABELL County 09:56:39 AM  
Instrument No 5891281  
Date Recorded 05/17/2016  
Document Type BCV  
Pages Recorded 2  
Book-Page 386-348  
Recording Fee \$5.00  
Additional \$6.00

SIXTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Unit Owners of Units in Cornerstone at James River Condominium to which more than 75% of the votes of The Cornerstone at James River Condominium Association, Inc. are allocated agreed to the following amendment; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The Cornerstone at James River Condominium Association, Inc., to prepare, execute, record and certify said amendment on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Condominium Association, Inc., on behalf of The Association, does hereby execute and certify the following amendment to The Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

The following provision is hereby deleted in its entirety from paragraph 19 of The Declaration of Condominium For Cornerstone at James River Condominium:

“The Declarant must exercise this right, if at all, within ten years from the date this Declaration is filed for record.”

Such deleted provision is hereby replaced with the following provision:

“The Declarant must exercise this right, if at all, within twenty years from the date this Declaration is filed for record.”

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

PO BOX 236  
HUNTINGTON, WV 25707-0236

IN WITNESS WHEREOF, The Cornerstone at James River Condominium Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this 11<sup>th</sup> day of March, 2016.

THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

By Stephen Manns PRESIDENT  
Stephen Manns  
Its President

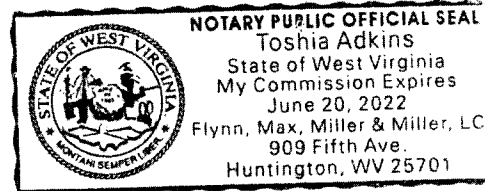
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2016, by Stephen Manns, the President of The Cornerstone at James River Condominium Association, Inc., a corporation on behalf of the corporation.

My commission expires June 20, 2022.

Toshia Adkins  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



Prepared by  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

WEST VIRGINIA, CABELL COUNTY CLERKS OFFICE THIS  
INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND  
THEREUPON TOGETHER WITH THE CERTIFICATE THERETO  
ANNEXED, IS ADMITTED TO RECORD.  
TESTE: [Signature] CLERK, CABELL COUNTY COURT  
MAY 17 2016

SEVENTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code § 36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Three parcels, situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

PARCEL A

BEGINNING at a point in the north line of Cornerstone Properties, LLC (D.B. 1126, Pg. 428, from which a 5/8" iron pin and plastic cap stamped "JL Stephens" at the northeasterly corner of said Cornerstone Properties bears South 82°28'53" East, 155.11 feet;

Thence with said Cornerstone Properties, N 82°28'51" W, 164.87 feet to a point at the southeasterly corner of Phase Eleven of Cornerstone Condominiums;

Thence leaving said Cornerstone Condominiums, with said Phase Eleven, N 07°31'07" E, 122.33 feet to a point in the southerly line of Cornerstone Circle;

Thence leaving said Phase Eleven, with said Cornerstone Drive, S 82°28'53" E, 54.89' to a point of curvature;

Thence curving to the left 45.94 feet, having a radius of 100.00 feet, with a chord of which bears, N 84°21'29 E, 45.54 feet;

Karen S Cole  
CABELL COUNTY 09:59:14 AM  
Instrument No 5891282  
Date Recorded 05/17/2016  
Document Type DDV  
Pages Recorded 11  
Book-Page 386-350  
Recording Fee \$11.00  
Additional \$7.00

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Thence leaving said Cornerstone Circle, severing the lands of the grantor herein, S 18°48'09" E 148.05 feet to the BEGINNING, containing 0.382 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated March 5, 2016, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

#### PARCEL B

BEGINNING at a point in the easterly line of Cornerstone Circle at the southeasterly corner of Phase Twelve of Cornerstone Condominiums,

Thence with the southerly line of said Phase Twelve, North 82°28'53" West, 99.20 feet to a point;

Thence North 47°19'34" West, 136.91 feet to a point on the easterly line of Phase Ten of said Condominium;

Thence leaving said Phase Twelve, with the easterly line of said Phase Ten, North 07°31'07" East, 26.06 feet to a point;

Thence leaving said Phase Ten, severing the lands of the grantor herein; South 86°12'12" East, 203.88 feet to a point in the easterly line of said Cornerstone Circle;

Thence with the said Cornerstone Circle, South 03°47'48" West, 118.37 feet to the BEGINNING, containing 0.430 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated March 5, 2016, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592



PARCEL C

BEGINNING at a point in the northerly line of Cornerstone Properties, LLC (D.B. 1126, Pg. 428) at the southeasterly corner of Phase Five of Cornerstone Condominium from which the north westerly of said Cornerstone Properties bears North 82°28'53" West, 138.90 feet;

Thence, leaving said Cornerstone Properties, with the easterly line of said Phase Five, North 45°24'53" East, 158.78 feet to a point in the southerly line of Cornerstone Circle;

Thence, crossing said Cornerstone Circle, North 21°31'09" East, 20.00 feet to a point in the north line of said Cornerstone Circle;

Thence, leaving said Phase Five, severing the lands of the grantor herein, curving to the left 19.55 feet, having a radius of 80.00 feet, and a chord of which bears South 75°28'44" East, 19.50 feet;

Thence South 82°28'53" East, 48.35 feet;

Thence, crossing said Cornerstone Circle, South 07°31'07" West, 142.33 feet to a point in the northerly line of said Cornerstone Properties;

Thence, with said Cornerstone Properties, North 82°28'51" West, 170.07 feet to the BEGINNING, containing 0.377 acres, to be the same, more or less, as depicted on the attached Plat of Condominium Prepared by JL Stephens, PS, dated March 5, 2016, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are forty-six (46) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 18, 20, 38, 40, 49 and 51 are attached hereto and made a part hereof as EXHIBIT A, EXHIBIT B AND EXHIBIT C.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type C	2.3936
Unit 4	Type D	2.6595
Unit 6	Type C	2.3936
Unit 8	Type D	2.6595
Unit 10	Type D	2.6595
Unit 12	Type D	2.6595
Unit 14	Type C	2.3936
Unit 16	Type D	2.6595
Unit 18	Type C	2.3936
Unit 20	Type D	2.6595
Unit 29	Type B	2.1277
Unit 30	Type A	1.8617
Unit 31	Type B	2.1277
Unit 32	Type B	2.1277
Unit 33	Type B	2.1277
Unit 34	Type B	2.1277
Unit 35	Type B	2.1277
Unit 36	Type B	2.1277
Unit 37	Type B	2.1277
Unit 38	Type B	2.1277

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Unit 39	Type B	2.1277
Unit 40	Type B	2.1277
Unit 49	Type B	2.1277
Unit 51	Type B	2.1277
Unit 58	Type A	1.8617
Unit 60	Type B	2.1277
Unit 62	Type A	1.8617
Unit 64	Type B	2.1277
Unit 65	Type B	2.1277
Unit 67	Type B	2.1277
Unit 68	Type B	2.1277
Unit 69	Type B	2.1277
Unit 70	Type A	1.8617
Unit 71	Type B	2.1277
Unit 72	Type B	2.1277
Unit 73	Type B	2.1277
Unit 74	Type B	2.1277
Unit 75	Type B	2.1277
Unit 76	Type A	1.8617
Unit 77	Type A	1.8617
Unit 78	Type B	2.1277
Unit 79	Type B	2.1277
Unit 80	Type A	1.8617

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Unit 82	Type B	2.1277
Unit 84	Type A	1.8617
Unit 86	Type B	2.1277

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to fourteen (14) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Seventeenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "Residual 4.143 Acres Need Not Be Built."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT D.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Seventeenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

CORNERSTONE CONTRACTORS, INC.

By *Stephen Manns* President  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

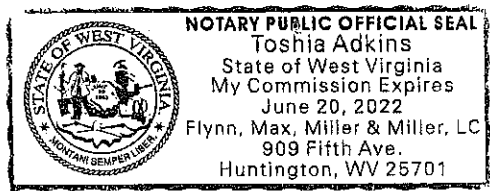
COUNTY OF CABELL, TO-WIT:

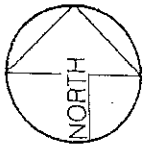
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2016, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires June 20, 2022.

*Toshia Adkins*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)





**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



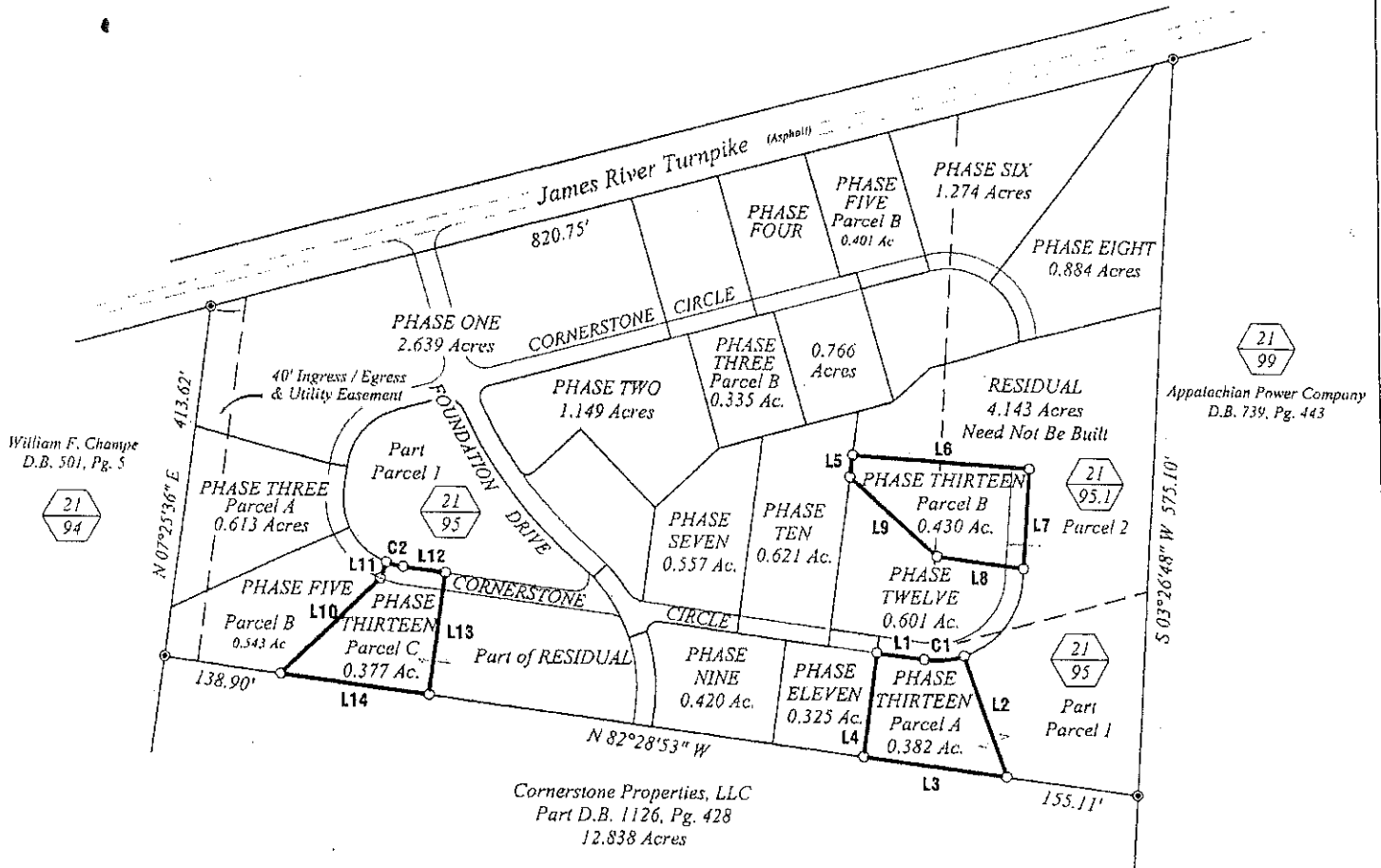
**LEGEND**

● 5/8" rebar and plastic cap stamped "JL Stephens"

○ Point, identified as noted

Adjacent ownership information is either past or present.

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 1.189 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

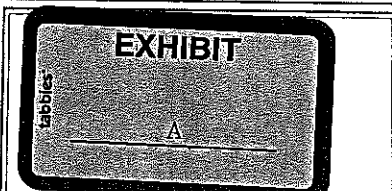


LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 82°28'53" E	51.79'	L8	N 82°28'53" W	99.20'
L2	S 18°48'09" E	148.05'	L9	N 47°19'34" W	136.91'
L3	N 82°28'51" W	164.87'	L10	N 45°24'53" E	158.78'
L4	N 07°31'07" E	122.33'	L11	N 21°31'09" E	20.00'
L5	N 07°31'07" E	26.06'	L12	S 82°28'53" E	48.35'
L6	S 86°12'12" E	203.88'	L13	S 07°31'07" W	142.33'
L7	S 03°47'48" W	118.37'	L14	N 82°28'53" W	170.07'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	49.06'	100.00'	N 85°14'43" E	48.57'
C2	19.55'	80.00'	S 75°28'53" E	19.50'

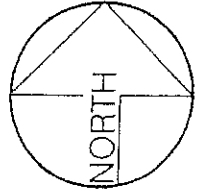
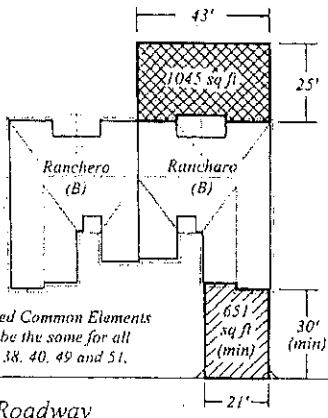
Sheet No. 1 of 1  
 THIS DRAWING HAS BEEN ISSUED  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
 Date: March 9, 2016

1.
2.
3.
4.
5.
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7.
8.
9.
10.



PLAT OF CONDOMINIUM  
 Phase Thirteen  
 of  
 Cornerstone at James River  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

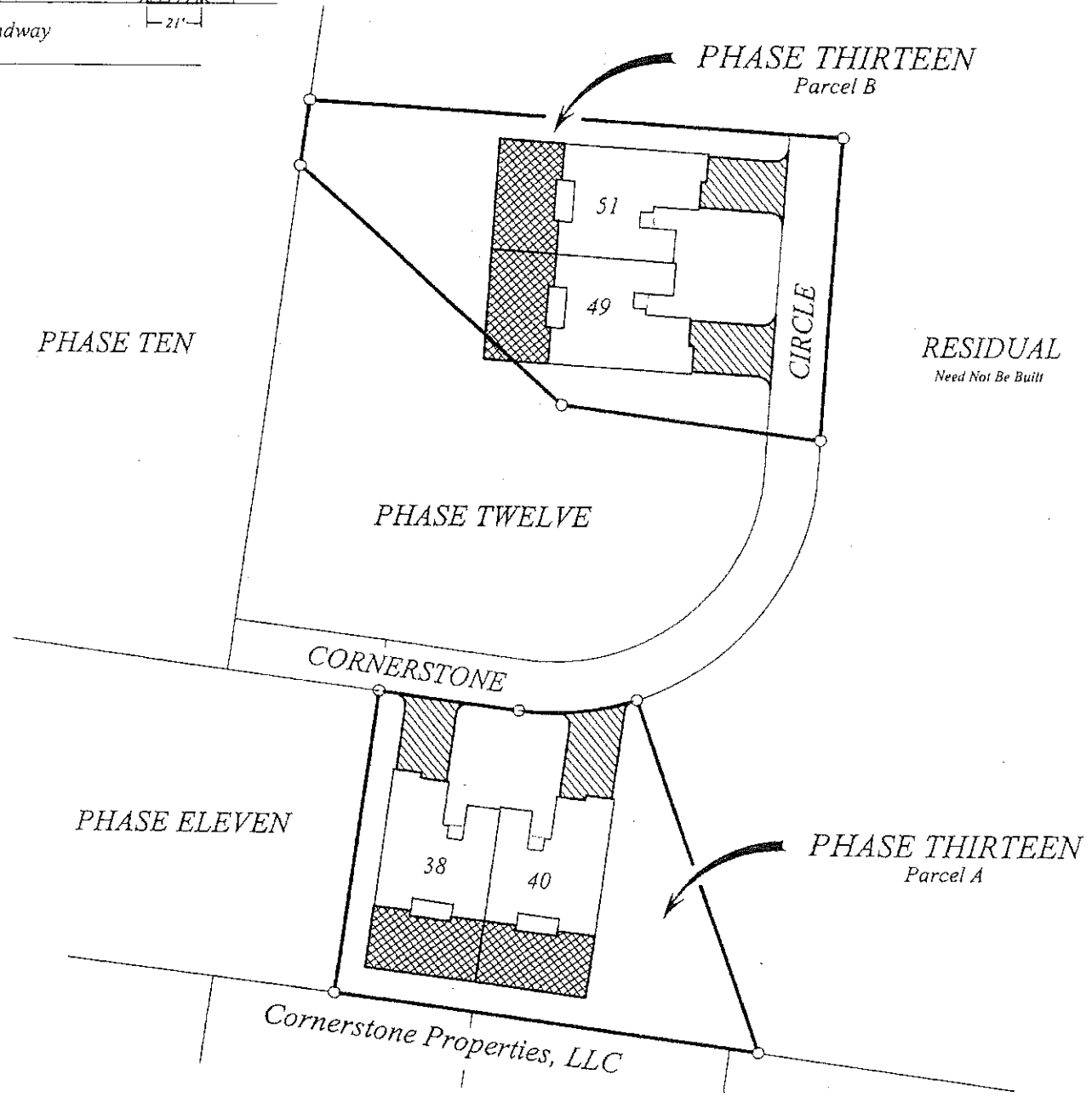
GeoSAM  
 J.L. Stephens, P.S.  
 5502 Alum Cave Road  
 Wayne, TN 38590  
 661-251-7000



**LEGEND**  
LIMITED COMMON ELEMENTS

- Driveway Limitation
- Rear Yard Limitation

**NOTE:**  
All areas and improvements not designated by limited common areas or unit designations are common areas.



Sheet No.  
1 of 2  
THIS DRAWING HAS BEEN ISSUED  
For Review Only  
For Planning Only  
For Bidding Only  
For Construction Only  
Project No. 09-197  
File Name Phase13.dwg.plm  
Issue Date March 2, 2016

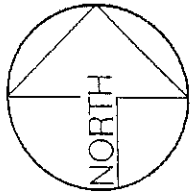
1.	
2.	
3.	
4.	
5.	
6.	
7.	

**EXHIBIT**

B

Common Interest Community Plan For  
Phase Thirteen  
of  
Cornerstone at James River  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeosAM  
JL Seppens, PS  
ESP Alum Cave Road  
Wayne, WV 25979  
304-416-1800



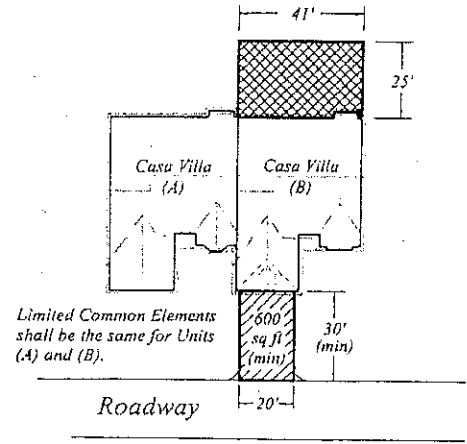
Graphic Scale

**LEGEND**  
LIMITED COMMON ELEMENTS

-  Driveway Limitation
-  Rear Yard Limitation

**NOTE:**

All areas and improvements not designated by limited common areas or unit designations are common areas.



William F. Champe  
D.B. 501, Pg. 5

PHASE THREE  
Parcel A

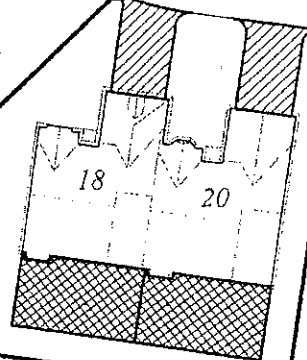
RESIDUAL  
Need Not Be Built

PHASE THIRTEEN  
Parcel C

PHASE FIVE  
Parcel A

CORNERSTONE CIRCLE

RESIDUAL  
Need Not Be Built



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428

Sheet No.	2 of 2
THIS DRAWING HAS BEEN ISSUED:	
For Review Only	
For Permitting Only	
For Bidding Only	
For Construction Only	
Project No.	06-112
File Name	Phase 13 consultant
Issue Date	March 2, 2016


**EXHIBIT**

C

Common Interest Community Plan For  
Phase Thirteen  
of  
Cornerstone at James River  
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

GeoSAM  
J. Sievers, P.S.  
ES&M/ALM/CAE/PLN  
WASH. AN 25870  
304.413.1907



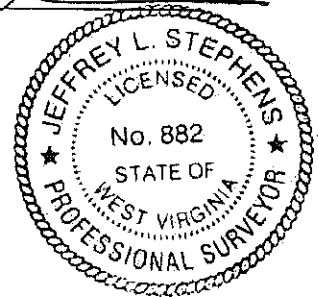


CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 18, 20, 38, 40, 49 and 51 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 16<sup>th</sup> day of May, 2016.

*[Handwritten Signature]*  
J. L. Stephens



STATE OF West Virginia

COUNTY OF Preston, TO-WIT:

The foregoing instrument was acknowledged before me this 16 day of May, 2016, by J. L. Stephens.

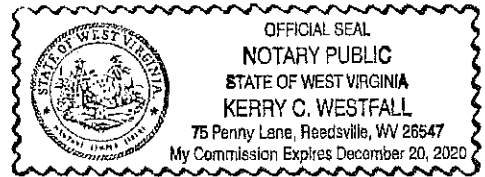
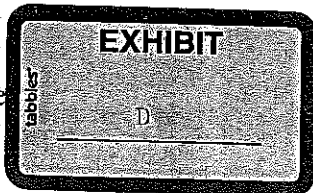
My commission expires 12/20/2020

*[Handwritten Signature]*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592

pl/corporation/cornerstone  
Seventh Set Amendments



Karen S Cole  
CABELL County 10:41:14 AM  
Instrument No 5240842  
Date Recorded 07/21/2017  
Document Type BCV  
Pages Recorded 5  
Book-Page 390-416  
Recording Fee \$5.00  
Additional \$6.00

EIGHTEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

WHEREAS, the Unit Owners of Units in Cornerstone at James River Condominium to which 100% of the votes of The Cornerstone at James River Condominium Association, Inc. are allocated agreed to the following amendment; and

WHEREAS, said Owners authorized and directed Stephen Manns, President of The Cornerstone at James River Condominium Association, Inc., to prepare, execute, record and certify said amendment on behalf of the Association.

THEREFORE, Stephen Manns, President of Cornerstone at James River Condominium Association, Inc., on behalf of The Association, does hereby execute and certify the following amendment to The Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 1135, at Page 735:

Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type C	2.4324
Unit 4	Type C	2.4324

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 528-2591

Return to:  
Flynn, Max, Miller & Miller, L.C.  
P.O. Box 236  
Huntington, WV 25707

HUNTINGTON, WV 25707-0236  
FLYNN MAX MILLER & MILLER LC  
P.O. BOX 236



Unit 6	Type C	2.4324
Unit 8	Type C	2.4324
Unit 10	Type C	2.4324
Unit 12	Type C	2.4324
Unit 14	Type C	2.4324
Unit 16	Type C	2.4324
Unit 18	Type C	2.4324
Unit 20	Type C	2.4324
Unit 29	Type B	2.1622
Unit 30	Type A	1.8918
Unit 31	Type B	2.1622
Unit 32	Type B	2.1622
Unit 33	Type B	2.1622
Unit 34	Type B	2.1622
Unit 35	Type B	2.1622
Unit 36	Type B	2.1622
Unit 37	Type B	2.1622

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L.C.  
HUNTINGTON, WEST VIRGINIA

Unit 38	Type B	2.1622
Unit 39	Type B	2.1622
Unit 40	Type B	2.1622
Unit 49	Type B	2.1622
Unit 51	Type B	2.1622
Unit 58	Type A	1.8919
Unit 60	Type B	2.1622
Unit 62	Type A	1.8919
Unit 64	Type B	2.1622
Unit 65	Type B	2.1622
Unit 67	Type B	2.1622
Unit 68	Type B	2.1622
Unit 69	Type B	2.1622
Unit 70	Type A	1.8919
Unit 71	Type B	2.1622
Unit 72	Type B	2.1622
Unit 73	Type B	2.1622

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 529-2581

Unit 74	Type B	2.1622
Unit 75	Type B	2.1622
Unit 76	Type A	1.8919
Unit 77	Type A	1.8919
Unit 78	Type B	2.1622
Unit 79	Type B	2.1622
Unit 80	Type A	1.8919
Unit 82	Type B	2.1622
Unit 84	Type A	1.8919
Unit 86	Type B	2.1622

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L.C.

HUNTINGTON, WEST VIRGINIA

(304) 529-2581

IN WITNESS WHEREOF, The Cornerstone at James River Condominium Association, Inc. has caused this writing to be signed by its President thereunto duly authorized this 20<sup>th</sup> day of July, 2017.

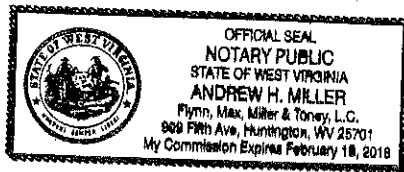
THE CORNERSTONE AT JAMES RIVER  
CONDOMINIUM ASSOCIATION, INC.

By [Signature]  
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2017, by Stephen Manns, the President of The Cornerstone at James River Condominium Association, Inc., a corporation on behalf of the corporation.

My commission expires February 18, 2018



[Signature]  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE  
This instrument was this day presented in my  
office, and thereupon, together with the certificate  
thereto annexed, is admitted to record.  
TESTE: [Signature], CABELL COUNTY CLERK JUL 21 2017

Karen S Cole  
CABELL County 10:44:10 AM  
Instrument No 5940843  
Date Recorded 07/21/2017  
Document Type RCV  
Pages Recorded 10  
Book-Page 390-421  
Recording Fee \$10.00  
Additional \$7.00

NINETEENTH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
CORNERSTONE AT JAMES  
RIVER CONDOMINIUM

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code §36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

Two parcels, situate on the waters of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

PARCEL A

BEGINNING at a 5/8" iron pin and plastic cap stamped "JL Stephens" at the northeasterly corner of Cornerstone Properties, LLC (D.B. 1126, Pg. 428), in the westerly line of Appalachian Power Company (D.B. 739, Pg. 443); Thence, leaving said Appalachian Power Company, with said cornerstone properties, North 82°28'53" West, 155.11 feet to a point at the south easterly corner of Cornerstone Condominiums, Phase 13; Thence, leaving said Cornerstone Properties, with said Phase 13, North 18°48'09" West, 148.05 feet to a point in the south edge of Cornerstone Circle, being a southerly corner of Cornerstone Condominiums, Phase 12; Thence, leaving said Phase 13, with the southerly line of said Cornerstone Circle, and said Phase 12, curving to the left 93.18', having a radius of 100.00 feet, and a chord of which bears North 44°30'15" East, 89.84 feet; Thence, leaving said Cornerstone Circle, and said Phase 12, severing the lands of the grantor herein, South 72°11'22" East, 156.66 feet to a point on the westerly line of said Appalachian Power Company; Thence, with said Appalachian Power Company, South 03°26'47" West, 176.92 feet to the BEGINNING, containing 0.794 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated June 28, 2017, and made a part hereof.

Subject to all legal easements and rights-of-way.

Return to: Flynn, Max, Miller & Miller, L.C.  
P.O. Box 236  
Huntington, WV 25707

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
LER & MILLER, L.C.  
HUNTINGTON, WEST VIRGINIA

(304) 528-2591

FLYNN MAX MILLER & MILLER LC  
PO BOX 236  
HUNTINGTON, WV 25707-0236

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

**PARCEL B**

BEGINNING at a point in the westerly line of Appalachian Power Company (D.B. 739, Pg. 443), being the southeasterly corner of Cornerstone Condominiums Phase 8, from which a 5/8" iron pin and plastic cap stamped "JL Stephens" at the northwesterly corner of said Appalachian Power Company bears, North 03°26'48" East, 297.82 feet; Thence, with said Appalachian Power, South 03°26'48" West, 148.47 feet to a point; Thence, leaving said Appalachian Power, severing the property of the grantor herein North 86°12'12" West, 147.58 feet to a point in the easterly line of Cornerstone Circle; Thence, with said Cornerstone Circle, South 03°42'56" West, 55.05 feet to a point at the northeasterly corner of Cornerstone Condominiums, Phase 13; Thence, crossing said Cornerstone Circle, with the northerly line of said Phase 13, North 86°12'12" West, 203.88 feet to a point in the easterly line of Cornerstone Condominiums, Phase 10; Thence, leaving said Phase Thirteen, with said Phase 10, North 07°31'07" East, 51.94 feet to a point in the southerly line of Phase 4; Thence, leaving said Phase 10, with said Phase 4, North 74°33'36" East, 43.23 feet to a point at the southwest corner of Phase 6; Thence, leaving said Phase 4, with said Phase 6, the following three (3) calls: North 47°28'41" East, 59.62 feet; North 74°33'36" East, 43.09 feet; North 70°55'43" East, 62.76 feet to a point at the westerly line of said Cornerstone Circle, being the southwest corner of Phase 8; Thence, leaving said Phase 6, crossing said Cornerstone Circle, with said Phase 8, North 75°17'53" East, 175.67 feet to the BEGINNING, containing 0.917 acres, to be the same, more or less, as depicted on the attached Plat of Condominium, Prepared by JL Stephens, PS, dated June 28, 2017, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"There are fifty-two (52) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 42, 44, 53, 54, 55 and 56 are attached

Prepared by:

LAW OFFICE

FLYNN, MAX,  
JER & MILLER, L.C.

TINGTON, WEST VIRGINIA

(304) 629-2561



hereto and made a part hereof as EXHIBIT A, EXHIBIT B AND EXHIBIT C.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type C	2.1531
Unit 4	Type C	2.1531
Unit 6	Type C	2.1531
Unit 8	Type C	2.1531
Unit 10	Type C	2.1531
Unit 12	Type C	2.1531
Unit 14	Type C	2.1531
Unit 16	Type C	2.1531
Unit 18	Type C	2.1531
Unit 20	Type C	2.1531
Unit 29	Type B	1.9139
Unit 30	Type A	1.6746
Unit 31	Type B	1.9139
Unit 32	Type B	1.9139
Unit 33	Type B	1.9139
Unit 34	Type B	1.9139
Unit 35	Type B	1.9139
Unit 36	Type B	1.9139

Prepared by:

LAW OFFICE  
FLYNN, MAX,  
LER & MILLER, L.C.  
TINGTON, WEST VIRGINIA

(304) 529-2591

Unit 37	Type B	1.9139
Unit 38	Type B	1.9139
Unit 39	Type B	1.9139
Unit 40	Type B	1.9139
Unit 42	Type B	1.9139
Unit 44	Type B	1.9139
Unit 49	Type B	1.9139
Unit 51	Type B	1.9139
Unit 53	Type B	1.9139
Unit 54	Type B	1.9139
Unit 55	Type B	1.9139
Unit 56	Type B	1.9139
Unit 58	Type A	1.6746
Unit 60	Type B	1.9139
Unit 62	Type A	1.6746
Unit 64	Type B	1.9139
Unit 65	Type B	1.9139
Unit 67	Type B	1.9139
Unit 68	Type B	1.9139
Unit 69	Type B	1.9139
Unit 70	Type A	1.6746
Unit 71	Type B	1.9139
Unit 72	Type B	1.9139

Prepared by:

LAW OFFICE

FLYNN, MAX,  
LER & MILLER, L.C.

TINGTON, WEST VIRGINIA

(304) 526-2501

Unit 73	Type B	1.9139
Unit 74	Type B	1.9139
Unit 75	Type B	1.9139
Unit 76	Type A	1.6746
Unit 77	Type A	1.6746
Unit 78	Type B	1.9139
Unit 79	Type B	1.9139
Unit 80	Type A	1.6746
Unit 82	Type B	1.9139
Unit 84	Type A	1.6746
Unit 86	Type B	1.9139

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

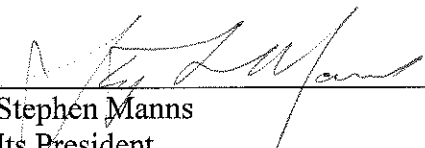
5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with "The Declarant reserves the right to add real estate to the Condominium and to create up to eight (8) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with "The real estate which Declarant reserves the right to add is the real estate

designated on the plat attached to the Nineteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "RESIDUAL."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT D.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Nineteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

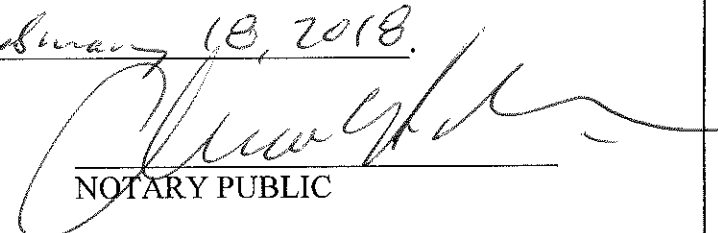
CORNERSTONE CONTRACTORS, INC.

By   
Stephen Manns  
Its President

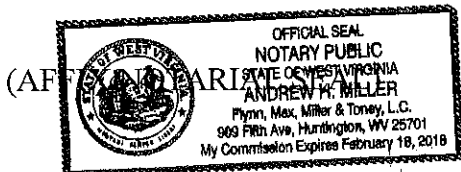
STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires February 18, 2018.

  
NOTARY PUBLIC

Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L.C.  
HURTINGTON, WEST VIRGINIA  
(304) 529-2581





**BASIS of BEARINGS:**

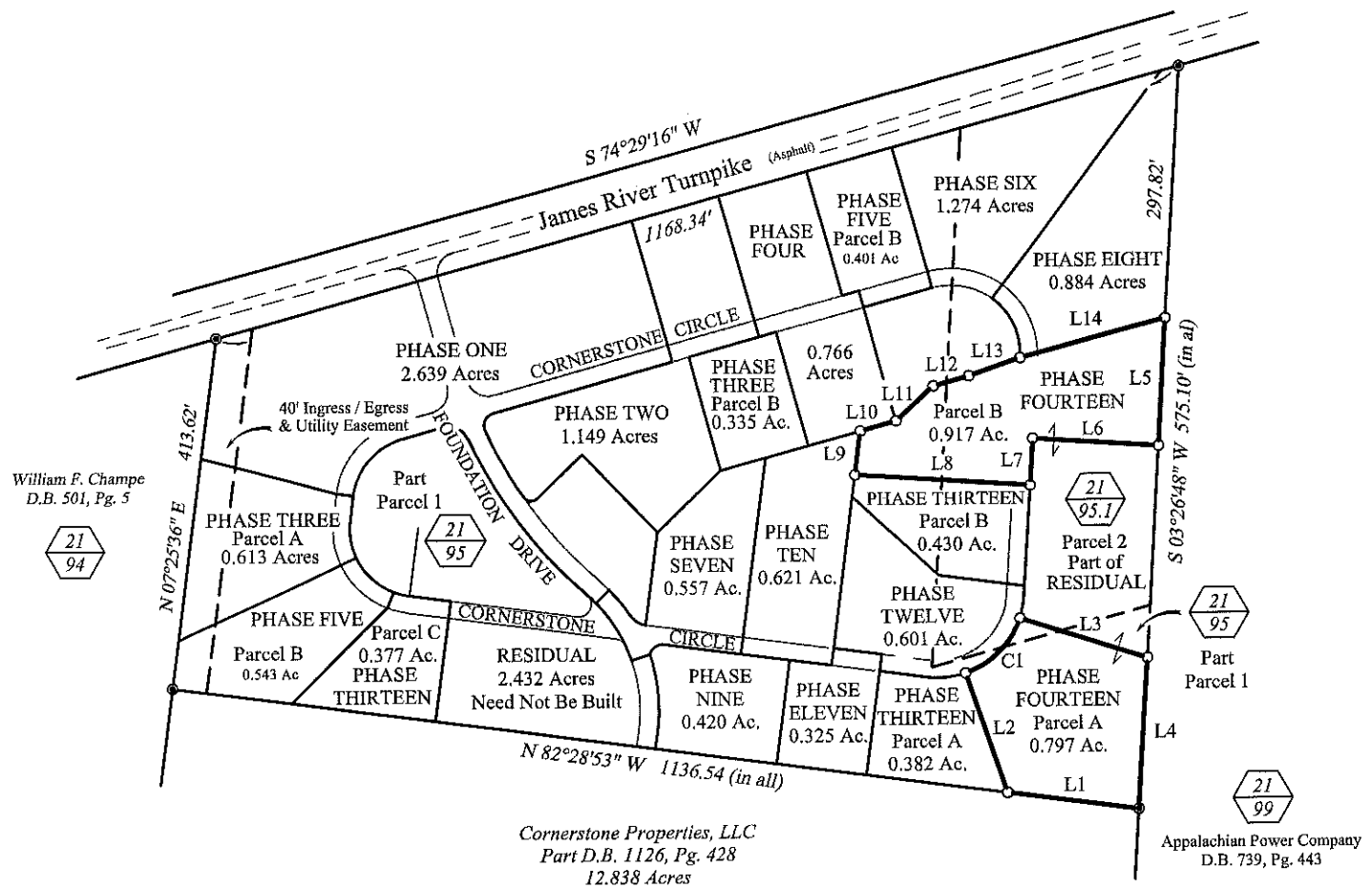
Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 1.711 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
  - Point, identified as noted
- Adjacent ownership information is either past or present.



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

LINE	BEARING	DISTANCE
L1	N 82°28'53" W	155.11'
L2	N 18°48'09" W	148.05'
L3	S 72°11'22" E	156.66'
L4	S 03°26'48" W	176.92'
L5	S 03°26'48" W	148.47'
L6	N 86°12'12" W	147.58'
L7	S 03°42'56" W	55.05'
L8	N 86°12'12" W	203.88'
L9	N 07°31'07" E	51.94'
L10	N 74°33'36" E	43.23'
L11	N 47°28'41" E	59.62'
L12	N 74°33'36" E	43.09'
L13	N 70°55'43" E	62.76'
L14	N 75°17'53" E	175.67'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	100.00'	93.18'	S 44°30'15" W	89.84'

Sheet No.  
1 of 1

THIS DRAWING HAS BEEN ISSUED:

For Review Only

For Planning Only

For Bidding Only

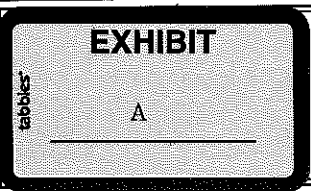
For Construction Only

Project No. 05-107

File Name Phase 14.dwg(jst)

Issue Date June 28, 2017

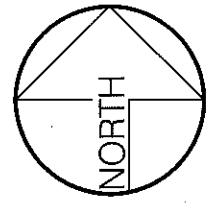
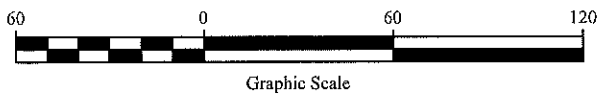
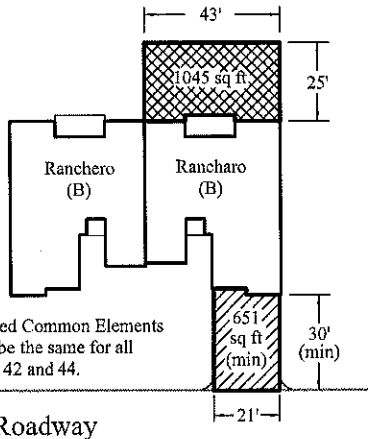
<input type="checkbox"/>	Residual Acreage
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PLAT OF CONDOMINIUM  
Phase Fourteen  
of  
Cornerstone at James River

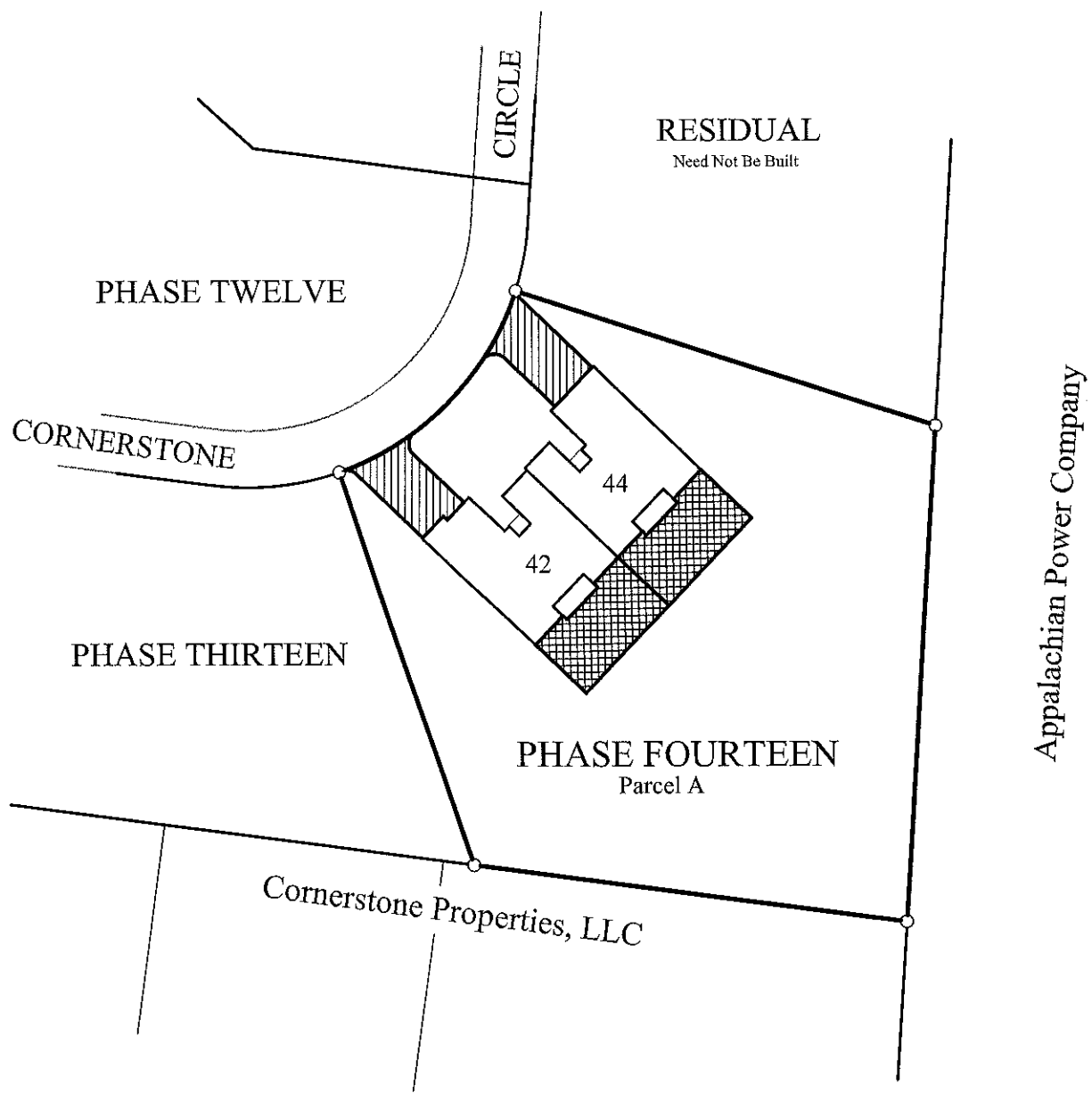
On the Waters of Indian Fork  
Grant District, Cabell County, West Virginia

**GeoSAM**  
JL Stephens, PS  
652 Alum Cava Road  
Wayne, WV 25670  
304.416.1900



- LEGEND**  
LIMITED COMMON ELEMENTS
- Driveway Limitation
  - Rear Yard Limitation

**NOTE:**  
All areas and improvements not designated by limited common areas or unit designations are common areas.



Sheet No.  
1 of 2

THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only

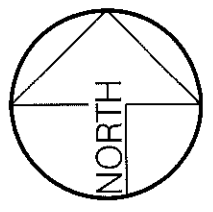
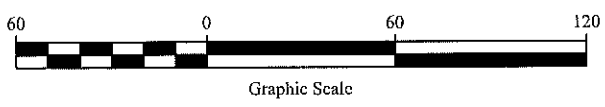
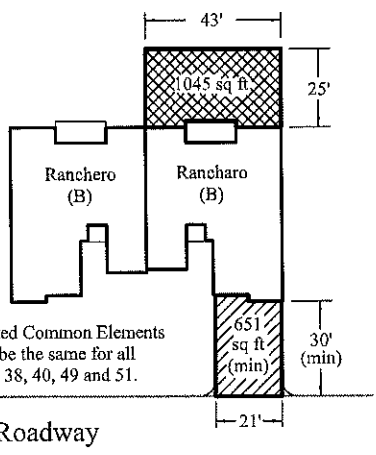
Project No. 05-197  
 File Name Phase14.dwg(plans)  
 Issue Date June 28, 2017


**EXHIBIT**

B

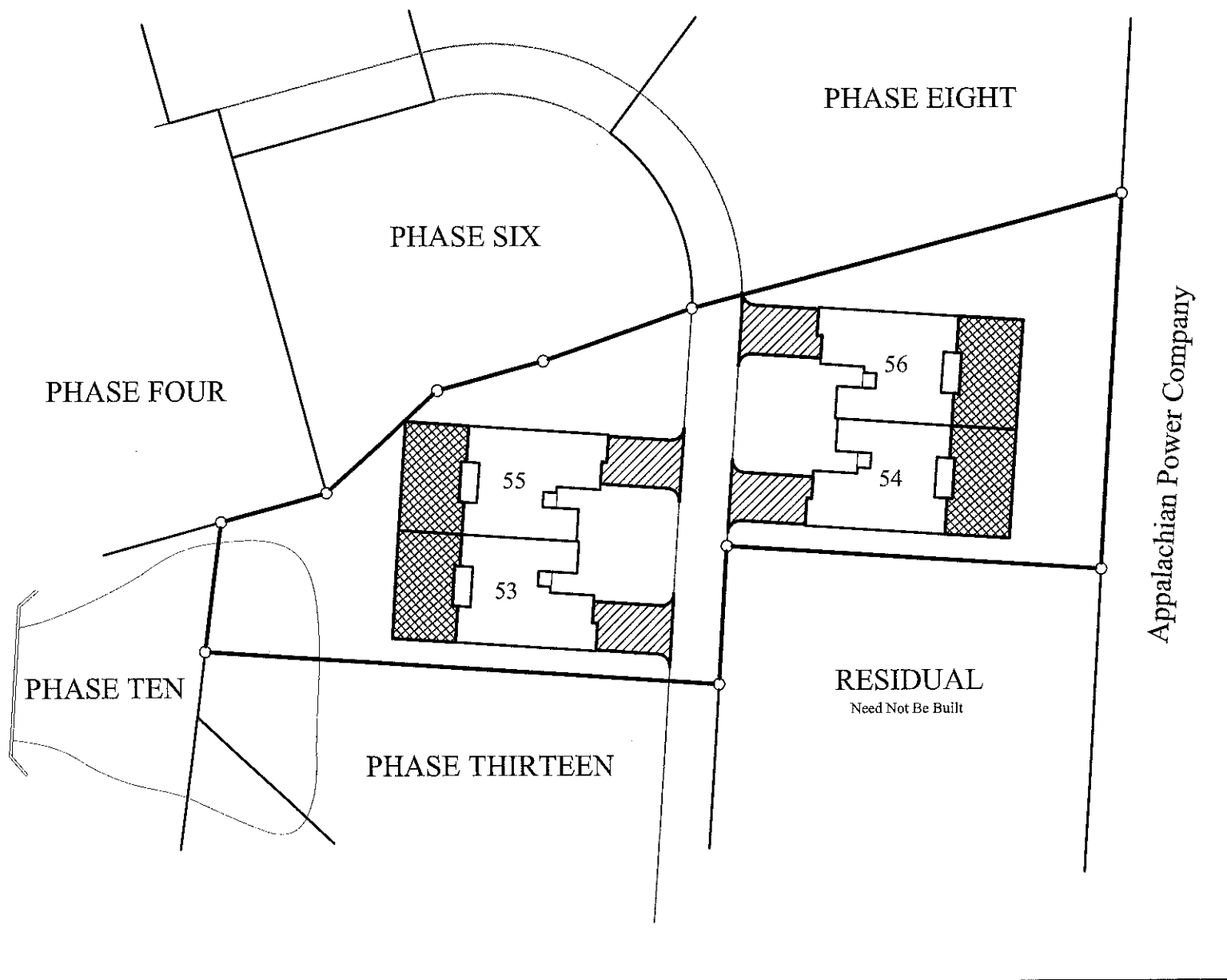
Common Interest Community Plan For  
 Phase Fourteen  
 Parcel A  
 of  
 Cornerstone at James River  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

GeoSAM  
 J.L. Stephens, PS  
 652 Alum Cave Road  
 Wayne, WV 25970  
 304.416.1800



**LEGEND**  
**LIMITED COMMON ELEMENTS**  
 Driveway Limitation  
 Rear Yard Limitation

**NOTE:**  
 All areas and improvements not designated by limited common areas or unit designations are common areas.



Sheet No.  
 2 of 2  
 THIS DRAWING HAS BEEN ISSUED:  
 For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only  
 Project No. 05-197  
 File Name Phase14.dwg(jplar)  
 Issue Date June 28, 2017


**EXHIBIT**

C

Common Interest Community Plan For  
 Phase Fourteen  
 Parcel B  
 of  
 Cornerstone at James River  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

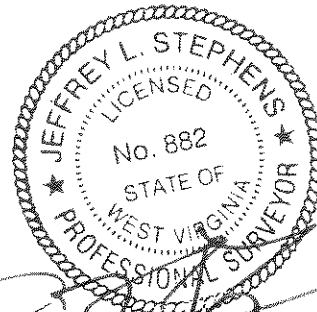
GeoSAM  
 J.L. Stephens, PS  
 652 Alum Cave Road  
 Wayne, WV 25570  
 504.416.1800

CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 42, 44, 53, 54, 55 and 56 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 18<sup>th</sup> day of July, 2017.

WITNESS, the following signatures:



*[Handwritten Signature]*  
J. L. STEPHENS

State of West Virginia

County of CABELL, To-Wit:

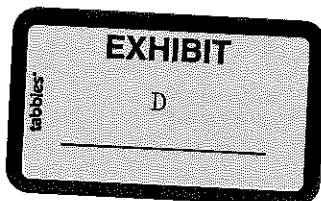
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2017, by J. L. Stephens.

My commission expires February 18, 2018

*[Handwritten Signature]*  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE  
This instrument was this day presented in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.  
TESTE: *[Signature]*, CABELL COUNTY CLERK JUL 21 2017





TWENTIETH SET OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM

FOR

CORNERSTONE AT JAMES

RIVER CONDOMINIUM

Cabell County  
Phyllis Smith, Clerk  
Instrument 6011294  
03/22/2019 @ 10:29:01 AM  
COVENANT  
Book 398 @ Page 368  
Pages Recorded 9  
Recording Cost \$ 15.00

Cornerstone Contractors, Inc., hereinafter called Declarant, pursuant to its rights reserved in the Declaration of Condominium For Cornerstone at James River Condominium, of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1135, at page 735, and the provisions of W.Va. Code '36B-2-110, does hereby amend said Declaration of Condominium as follows:

1. Paragraph 2 is hereby amended by adding thereto the following described real estate:

A piece or parcel of land situate on the water of Indian Fork of the Guyandotte River, Grant District, Cabell County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Appalachian Power Company (D.B. 739, Pg. 443), from which a 5/8" iron pin and plastic cap stamped "JL Stephens" (fnd) at the northeasterly corner of the grantor herein bears, North 03°26'48" East, 446.29 feet, said point also being the southeasterly corner of Cornerstone Condominiums, Phase Fourteen, Parcel B;

Thence, leaving said Phase Fourteen, Parcel B, with said Appalachian Power, South 03°26'48" West, 249.70 feet to a point at the northeasterly corner of Cornerstone Condominiums, Phase Fourteen, Parcel A;

Thence, leaving said Appalachian Power, with the northerly line of said Parcel A, North 72°11'22" West, 156.66 feet to the easterly line of Cornerstone Circle;

Thence, leaving said Parcel A, curving to the left 24.46 feet, having a radius of 100.00 feet, and a chord of which bears North 10°48'13" East, 24.40 feet to a point of tangency;

Thence, North 03°47'48" East, 187.55 feet to corner of aforementioned Phase

Return to:  
Flynn, Max, Miller & Miller, L.C.  
P.O. Box 236  
Huntington, WV 25707

Prepared by:

LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

Fourteen, Parcel B;

Thence, leaving said Cornerstone Circle, with said Phase B, South 86°12'12" East 147.50 feet to the BEGINNING, containing 0.787 acres, to be the same, more or less, as depicted on the Plat of Condominium, Prepared by JL Stephens, PS, dated January 10, 2019, and made a part hereof.

Subject to all legal easements and rights-of-way.

Being a portion of the same real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.

2. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

“There are fifty-six (56) Condominium Units situate on the real estate described in Paragraph 2, as amended. Declarant reserves the right to create a maximum of 60 Units.

3. Plats adding additional real estate and Units 46, 48, 50 and 52 are attached hereto and made a part hereof as EXHIBIT A and EXHIBIT B.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The following percentages of undivided interests in the common elements, percentage share of the common expenses of the Association, and portion of votes in the Association allocated to each unit are as follows:

Unit 2	Type C	2.0000
Unit 4	Type C	2.0000
Unit 6	Type C	2.0000
Unit 8	Type C	2.0000
Unit 10	Type C	2.0000
Unit 12	Type C	2.0000
Unit 14	Type C	2.0000
Unit 16	Type C	2.0000

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Unit 18	Type C	2.0000
Unit 20	Type C	2.0000
Unit 29	Type B	1.7777
Unit 30	Type A	1.5555
Unit 31	Type B	1.7777
Unit 32	Type B	1.7777
Unit 33	Type B	1.7777
Unit 34	Type B	1.7777
Unit 35	Type B	1.7777
Unit 36	Type B	1.7777
Unit 37	Type B	1.7777
Unit 38	Type B	1.7777
Unit 39	Type B	1.7777
Unit 40	Type B	1.7777
Unit 42	Type B	1.7777
Unit 44	Type B	1.7777
Unit 46	Type B	1.7777
Unit 48	Type B	1.7777
Unit 49	Type B	1.7777
Unit 50	Type B	1.7777
Unit 51	Type B	1.7777
Unit 52	Type B	1.7777
Unit 53	Type B	1.7777
Unit 54	Type B	1.7777

Unit 55	Type B	1.7777
Unit 56	Type B	1.7777
Unit 58	Type A	1.5555
Unit 60	Type B	1.7777
Unit 62	Type A	1.5555
Unit 64	Type B	1.7777
Unit 65	Type B	1.7777
Unit 67	Type B	1.7777
Unit 68	Type B	1.7777
Unit 69	Type B	1.7777
Unit 70	Type A	1.5555
Unit 71	Type B	1.7777
Unit 72	Type B	1.7777
Unit 73	Type B	1.7777
Unit 74	Type B	1.7777
Unit 75	Type B	1.7777
Unit 76	Type A	1.5555
Unit 77	Type A	1.5555
Unit 78	Type B	1.7777
Unit 79	Type B	1.7777
Unit 80	Type A	1.5555
Unit 82	Type B	1.7777
Unit 84	Type A	1.5555
Unit 86	Type B	1.7777

This formula used to establish these allocations is as follows:

All Units in the Condominium will be one of four types, which will be designated as Type A, Type B, Type C and Type D. Each Unit type is assigned a number, ratios are established according to such numbers and allocations are made accordingly. Type A Units are assigned 70, Type B Units are assigned 80, Type C Units are assigned 90 and Type D Units are assigned 100. Allocations are made according to the ratio 70-80-90-100. If Units are added to the Condominium, reallocations will be made in the same manner.

5. Paragraph 19 is hereby amended as follows: The first sentence thereof is deleted in its entirety and replaced with The Declarant reserves the right to add real estate to the Condominium and to create up to four (4) additional Units, Common Elements and Limited Common Elements thereon. The second sentence thereof is deleted in its entirety and replaced with The real estate which Declarant reserves the right to add is the real estate designated on the plat attached to the Twentieth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium as EXHIBIT A as "RESIDUAL."

6. Certificate of Completion, executed by J. C. Stephens, Registered Professional Surveyor, is attached hereto as EXHIBIT C.

IN WITNESS WHEREOF, Cornerstone Contractors, Inc., by its President, duly authorized, does hereby execute this Nineteenth Set of Amendments to Declaration of Condominium For Cornerstone at James River Condominium.

Prepared by:

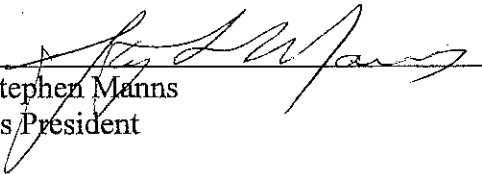
LAW OFFICE

FLYNN, MAX,  
MILLER & MILLER, L. C.

Huntington, West Virginia

(304) 529-2592

CORNERSTONE CONTRACTORS, INC.

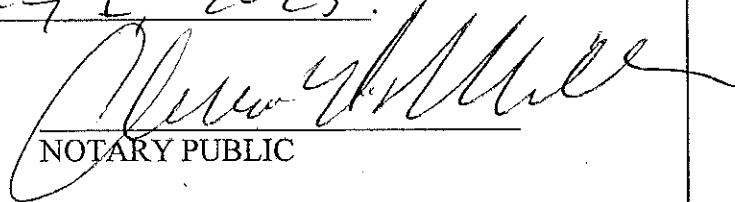
By   
Stephen Manns  
Its President

STATE OF WEST VIRGINIA,

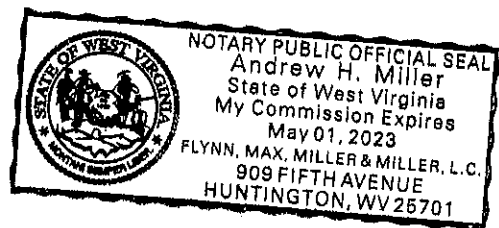
COUNTY OF CABELL, TO-WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2019, by Stephen Manns, the President of Cornerstone Contractors, Inc., a corporation on behalf of the corporation.

My commission expires May 1, 2023.

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)





**BASIS of BEARINGS:**

Meridian is based upon the locations of monuments found and a plat of survey prepared by Ronald Eastham & Associates, Inc. for Walter F. Jordan, et ux, dated August 7, 1979.



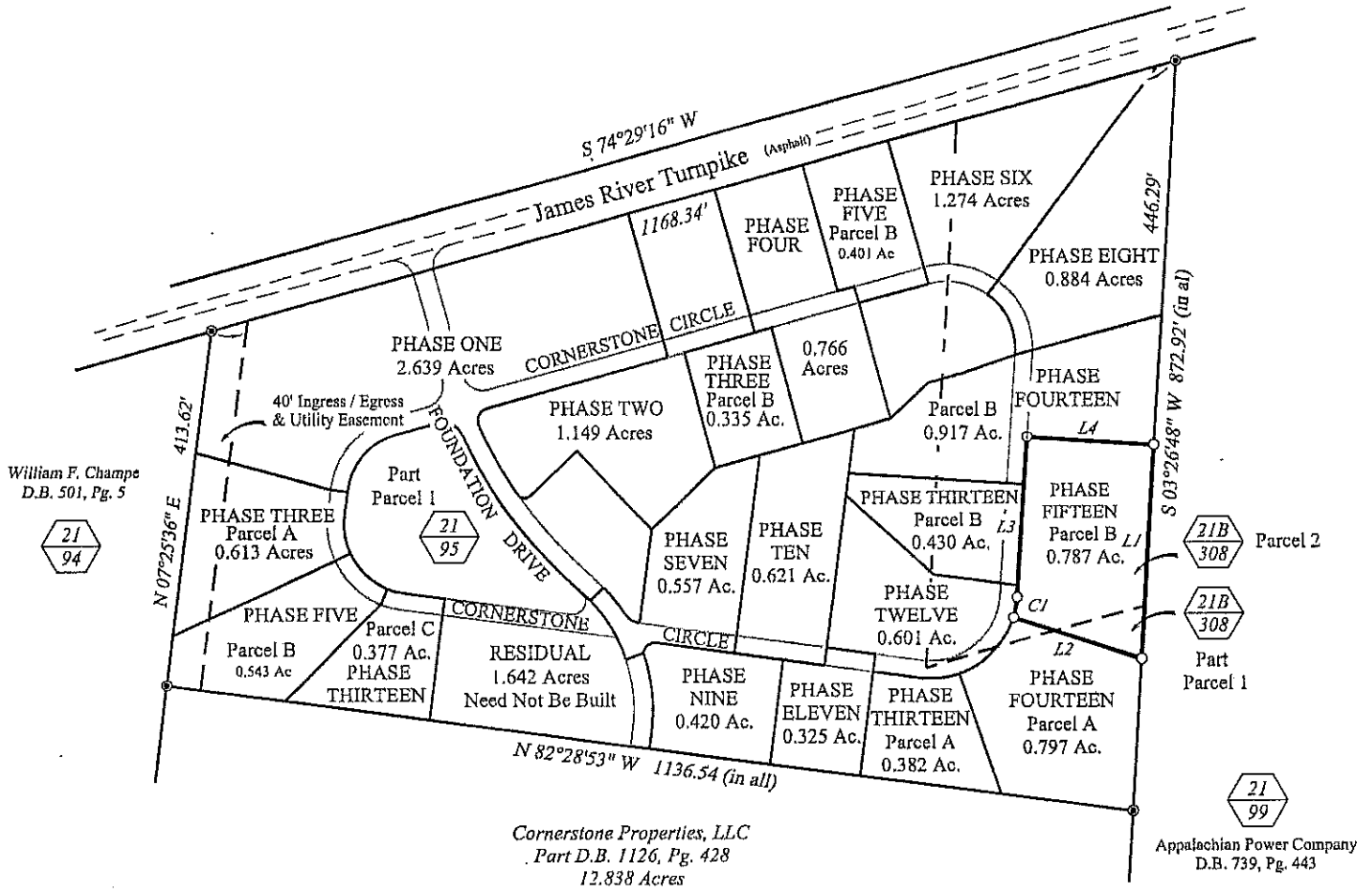
Graphic Scale

**LEGEND**

- 5/8" rebar and plastic cap stamped "JL Stephens"
- Point, identified as noted

Adjacent ownership information is either past or present.

Situate on the waters of Indian Fork, Grant District, Cabell County, West Virginia. Being 0.787 acres of a certain 16.467 acre portion of real estate conveyed to Cornerstone Contractors, Inc. by Raylyn Jordan, by deed dated December 22, 2003, recorded in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 1117, at Page 450.



William F. Champe  
D.B. 501, Pg. 5



Cornerstone Properties, LLC  
Part D.B. 1126, Pg. 428  
12.838 Acres

Appalachian Power Company  
D.B. 739, Pg. 443

LINE	BEARING	DISTANCE
L1	N 03°26'48" E	249.70'
L2	S 72°11'22" E	156.66'
L3	S 03°47'48" W	187.55'
L4	N 86°12'12" W	147.50'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	24.86'	100.00'	N 10°41'25" E	24.80'

Sheet No.  
**1 of 1**

THIS DRAWING HAS BEEN ISSUED:

For Review Only  
 For Permitting Only  
 For Bidding Only  
 For Construction Only

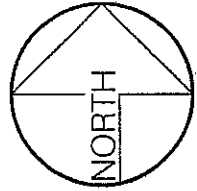
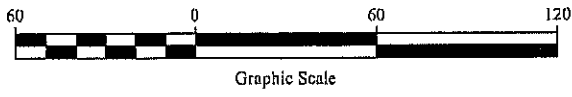
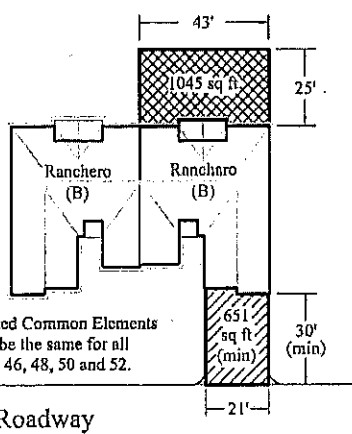
Project No. 05-197  
 File Name Phase 15.dwg(plt)  
 Issue Date Jun 10, 2019

Residual Acreage

Blank area for notes or signatures.

PLAT OF CONDOMINIUM  
 Phase Fifteen  
 of  
 Cornerstone at James River  
 On the Waters of Indian Fork  
 Grant District, Cabell County, West Virginia

GeoSAM  
 JL Stephens, PS  
 662 Alum Cave Road  
 Wayne, WV 25670  
 304.418.1800

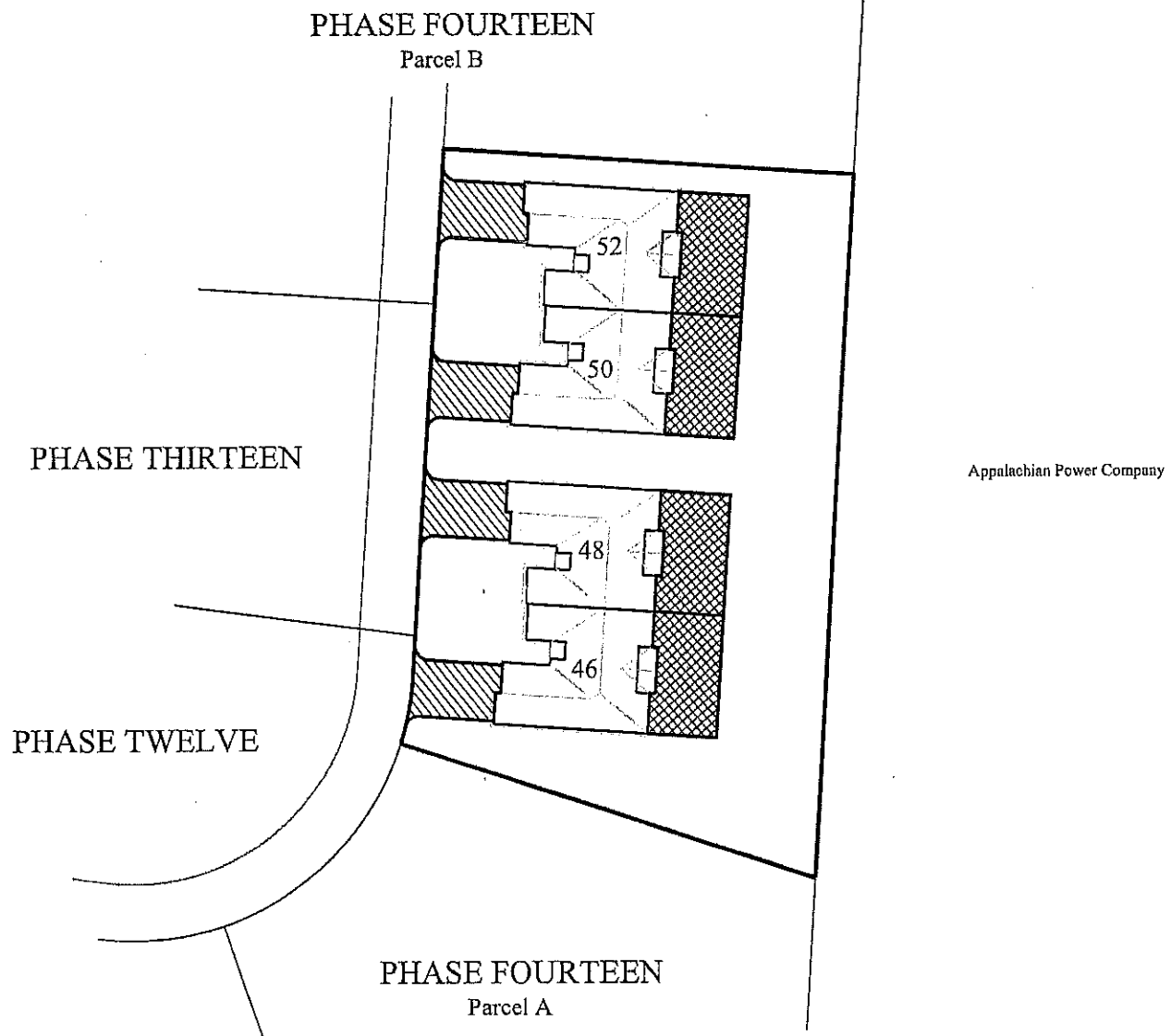


**LEGEND**  
 LIMITED COMMON ELEMENTS

Driveway Limitation

Rear Yard Limitation

**NOTE:**  
 All areas and improvements not designated by limited common areas or unit designations are common areas.



Sheet No.  
 2 of 2

THIS DRAWING HAS BEEN ISSUED:

- For Review Only
- For Permitting Only
- For Bidding Only
- For Construction Only

Project No. 06-187  
 File Name Phas15Ldwg1.pln  
 Issue Date Jan 10, 2019


**LIVING UNIT KEY**

46	Ranchero (B)
48	Ranchero (B)
50	Ranchero (B)
52	Ranchero (B)

Common Interest Community Plan For

**Phase Fifteen**

of

Cornerstone at James River

On the Waters of Indian Fork

Grant District, Cabell County, West Virginia

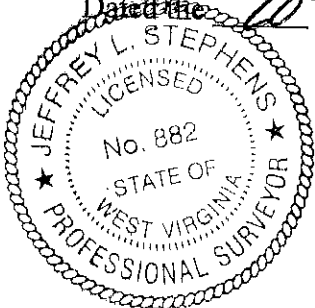
**GeosAM**  
 J.L. Stephens, P.S.  
 852 Alum Cave Road  
 Wayne, WV 25970  
 304.616.1800

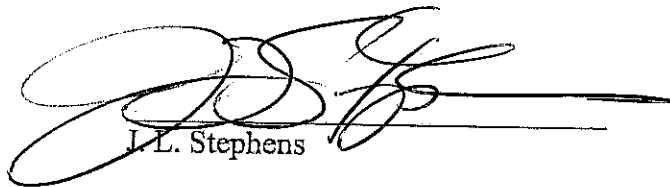


CERTIFICATE OF COMPLETION

The undersigned, J. L. Stephens, Registered Professional Surveyor, does hereby certify that all structural components and mechanical systems of all buildings containing Units 46, 48, 50 and 52 of Cornerstone at James River Condominium are substantially completed in accordance with the plans, and that such Units are substantially completed.

Dated the 20<sup>th</sup> day of March, 2019.



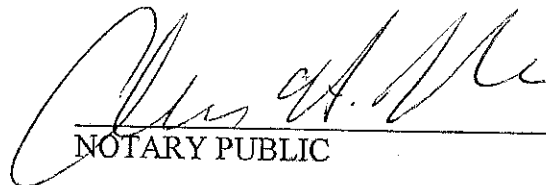
  
J. L. Stephens

STATE OF WEST VIRGINIA

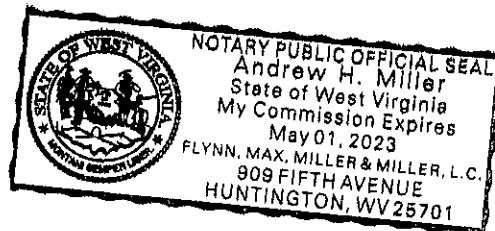
COUNTY OF CLAY, TO-WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2019, by J. L. Stephens.

My commission expires May 1, 2023.

  
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)



Prepared by:  
LAW OFFICE  
FLYNN, MAX,  
MILLER & MILLER, L. C.  
Huntington, West Virginia  
(304) 529-2592