

COPY

PROTECTIVE COVENANTS AND RESTRICTIONS

NANCY HANK'S FARM - PATTEN CORPORATION

1. It is hereby declared by Patten Corporation that the following covenants, restrictions and easements shall constitute covenants to run with the land contained in the Nancy Hank's Farm.

2. The grantors reserve unto themselves, their heirs, successors and assigns, the right to erect and maintain all utility poles, conduits, lines and equipment, water and sewer lines, television cables, or to grant easements or rights of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, and thirty (30) feet on front lines of any of said lots.

3. No tract shall be subdivided or its boundary lines changed, and not more than one residence shall be erected on any one lot, and it shall contain a minimum of 1,000 square feet. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within one (1) year of the commencement date of construction. That the construction of any residence on property herein conveyed shall use as a minimum standard of quality the requirements set forth

by Farmers Home Administration.

4. All of said lots shall be used for residential or recreational purposes only, and any garage or storage building must conform generally in appearance and material with any dwelling on the said lot; no business or commercial enterprise or profession of any kind or character shall be permitted or conducted thereon; no livestock, sheep, swine or poultry shall be kept or raised on said lot; providing, however, pets, including personal riding horses or ponies excluded if proper fencing and suitable facilities are constructed and such animals do not violate provisions contained in Covenant No. 5.

5. No building shall be erected closer than 50 feet to any street or road, nor closer than 30 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for construction of one dwelling and said lots considered as a single unit as herein stated, then said 30 foot set back shall apply only to outside lines.

6. All toilets, septic tanks, sewage and waste disposal systems constructed on said lots shall conform to the regulations of the West Virginia State Health Department; further, activities or use of said lot shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said lot.

7. No house trailers, trucks, buses, dilapidated cars or unsightly vehicles of any type or description may be stored used for buildings, left or abandoned on said lots.

8. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

9. The roadways or rights of ways constructed on the property herein conveyed are for the use in common of the grantors, grantees, their respective heirs, successors and assigns.

10. That only licensed four-wheel vehicles may be used on the roadways or right of ways in said Sections except vehicles such as cycles, ATV's or recreational vehicles may be used for the sole purpose of ingress and egress to the tract site.

11. No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot; provided, however, that camping on said tract by the tract owner will be permitted for a period of two (2) years from date of purchase from Patten Corporation with the specific and expressed understanding and agreement that all vehicles and camping equipment will be taken with and removed by the tract owner when departing said tract, unless otherwise permitted in writing by Patten Corporation.

12. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said tract. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of Patten Corporation to

provide garbage or trash removal services.

13. No obnoxious or offensive use shall be made of any tract, nor shall any offensive trade or activity be carried on upon any tract, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance.

14. No exterior television dish shall be constructed or erected on any tract or residence except of a brown or black color; further that each tract owner shall be required to construct all utility service lines from the nearest electric pole to any dwelling structure on the tract by an underground entry unless waived by Patten Corporation.

15. It is agreed that as soon as seventy-five percent (75%) of the tracts have been sold in this development, or in the exclusive determination reserved unto Patten Corporation, a non-stock property owners' association, to be known as the "NANCY HANK'S FARM, INC.", shall be formed with one membership, one vote, for each property owner, and that this Association shall establish reasonable annual assessment charges for recreational and conservancy areas, road maintenance and other maintenance relative to a subdivision of this type.

That there is designated a conservancy area for Nancy Hank's Farm and same shall be for the use and benefit of the tract owners, their heirs and assigns, in strict accordance with the rules, regulations, provisions, restrictions and conditions promulgated by Patten Corporation, and said conservancy area is designated and shown on said plat of record in the Grant and Mineral County Clerks' Offices.

That Patten Corporation at its discretion may at the time this Association is formed, convey to said Association the conservancy area, but with the rights, privileges, and authority to reserve unto itself, its successors and assigns, to place such provisions, conditions, restrictions, uses, and regulations as it

might determine necessary and required for prudent ecological and environmental control of the said conservancy area.

That for the proper game and wildlife control and preservation, no hunting or trapping of wildlife is permitted on Nancy Hank's Farm, and that Nancy Hank's Farm is declared a game and wildlife preserve; providing, however, that Patten Corporation in its discretion may determine that to properly and effectively protect the land and to maintain the recognized balance of land and food to game population, some hunting and trapping might become necessary and that in such event, Patten Corporation in its sole discretion shall promulgate the restrictions, regulations and rules for any hunting and trapping on Nancy Hank's Farm.

That every purchaser and lot owner for himself, his heirs and assigns, agree and covenant that they shall become a member of the "Nancy Hank's Farm Association" and shall be bound by the "By-Laws" of the Association from time to time in effect and the rules and regulations imposed by said Association.

16. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner or the Patten Corporation to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser upon resale by a tract owner, upon basis of race, creed, color, or national origin.

17. The invalidation by any Court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, and they shall remain in full force and effect.

ADDENDUM TO
PROTECTIVE COVENANTS AND RESTRICTIONS
NANCY HANK'S FARM - PATTEN CORPORATION

WHEREAS, on the 3rd day of October, 1986, the Protective Covenants and Restrictions on the Nancy Hank's Farm were made of record in the Grant County Clerk's Office in Deed Book 150 at page 13 ; and,

WHEREAS, the developer of the Nancy Hank's Farm, Patten Corporation Mid-Atlantic, found it necessary to show the intent of the Protective Covenants and Restrictions for clarification purposes.

NOW, THEREFORE, WITNESSETH: That the first paragraph of Provision No. 15 of the Protective Covenants and Restrictions of the Nancy Hank's Farm shall be deleted and the following paragraph inserted in its place:

"It is agreed that as soon as seventy-five percent (75%) of the tracts have been sold in this development, or in the exclusive determination preserved unto Patten Corporation, a non-stock property owner's association, to be known as the "Nancy Hank's Farm, Inc.", shall be formed with one membership for each lot or tract owned, one vote for each lot or tract owned, one assessment or lot owner's fee for each lot owned, and that this Association shall establish such reasonable annual assessment charges for recreational and conservancy areas, road maintenance and other maintenance relative to a subdivision of this type."

That in all other respects, except as herein provided, the Protective Covenants and Restrictions to the Nancy Hank's Farm of record in the Grant County Clerk's Office in Deed Book 150 at page 13 shall remain in full force and effect.