

MAILED 17-1992
Patten Corp. Mid-Atlantic
Rt. 2, Box 341-F
Martinsburg, WV 25401

COVE CREEK

RESERVATIONS & RESTRICTIVE COVENANTS

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RESERVATIONS AND RESTRICTIVE COVENANTS

DATED: November 1, 1991

Patten Corporation Mid-Atlantic, a corporation, is hereby referred to in this document as "Grantor".

The Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in "Cove Creek", as below described, or claiming under them.

Invalidation of any of the following Restrictive Covenants by judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. HOMEOWNERS ASSOCIATION: Upon the sale of 75% of the total Lots within "Cove Creek", referred to in this document as the "Subdivision", or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Homeowners Association, to be called "The Cove Creek Homeowners Association, Inc." referred to in this document as the "Association."
 - A. Every person or entity, except the Grantor, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to each Lot.
 - B. The roadways and rights-of-ways constructed throughout the Subdivision are to be conveyed to the Association owners and their respective heirs, successors and assigns.
 - C. The Association shall maintain the rights-of-ways, and roads within the Subdivision, and shall assess each Lot owner, except the Grantor, on a pro rata basis, amounts necessary for the improvement and maintenance of the rights-of-way and roads, not to exceed \$100.00 per Lot owner annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114.
 - D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Hardy County, West Virginia, a duly executed and acknowledge Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid.

- E. Any lot that may from time to time be repossessed by the Grantor that has back dues owed, but no lien placed upon the property will become exempt from repayment of those back dues and said lots will be exempt from current association (H.O.) dues until a "new" owner of record is recorded in the courthouse.
2. RESIDENTIAL AND AREA USE: Any residence shall be no less than 600 square feet in size exclusive of porch, basement and garage.
- A. There shall be no single-wide mobile homes, pre fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage. However, double wide mobile houses or prefabricated houses are permitted, provided that the siding is of wood, vinyl or masonite and they are placed on a permanent foundation or permanent piers with underside skirted and tongue removed.
- B. Camping is permitted using professionally manufactured equipment such as tents, campers, etc..
3. COMMERCIAL USE AND NUISANCE: No business will be allowed that would cause any increase of traffic on private subdivision roads and right of ways. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, with the exception of hunting, as long as the hunting laws of the State of West Virginia are obeyed.
4. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front, side, and rear lot lines closer than thirty (30) feet.
5. SEWAGE: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health. No outside toilet or closet shall be erected on any Lot.
6. MAINTENANCE: * Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the lot in a neat and sanitary condition. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage.
7. AGRICULTURE: There shall be no swine or poultry kept on the lots for commercial use. Swine and poultry may be kept for personal consumption at the rate of eight (8) swine per lot and thirty (30) poultry per lot. Grazing animals may be kept as long as suitable fencing and facilities are maintained at a rate of one (1) such animal per fenced acre. (Grazing animals are defined to be horses, cattle, sheep and goats.

8. FURTHER SUBDIVISION: No subdivision of a lot may create a lot or reduce a lot to less than five (5) acres as shown upon the Cove Creek plats recorded in Plat Book _____, Pages _____. Only the owner who originally exercises this right of "Further Subdivision" shall be entitled to so further subdivide the original lot. No lot created by this "further subdivision" provision may be further subdivided. Patten only guarantees one building site per tract as shown on the recorded plat mentioned above.

No lot can be subdivided prior to the closing and transfer of deed on the original purchase from Patten Corporation. All cost to subdivide Lots will be borne by the purchaser. Any new lots resulting from the resubdividing shall follow the covenants and restrictions as recorded in the Hardy County Clerks Office in Deedbook _____ on Page _____. The owner(s) of any subdivided lot recorded in the courthouse will also be responsible to pay the same annual assessments as the owner of the original lot.

Each new owner as a result of any re-subdivision of a lot within Cove Creek, shall be entitled to the same voting rights as the original owner of the original recorded plat.

New roads constructed to subdivide lots will not become part of the association. Roads must be maintained by those private individuals.

- A. Grantor, its representatives and assigns, reserve the right to modify the plans of the Subdivision Plat, the size and shape of blocks, sections and lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the owner thereof.
- B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.
9. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain utility and electric lines, or to grant easements or right-of-ways therefor, with the right of ingress and egress for the purpose of installing or maintaining the same on, over, or under a strip of land fifteen (15) feet wide at any point along the side Lot lines of each Lot, thirty (30) feet along the front of each Lot line, thirty (30) feet along the rear lines of any said Lot and thirty (30) feet wide along the perimeter of the Subdivision. Such utility

easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road.

TIMBER RESERVE: All merchantable timber greater than 14" in diameter at the stump, shall be reserved for possible removal. This reserve shall expire on December 31, 1992.

10. **CONFLICT:** In the event of any conflict between the provisions of these Reservations and Restrictive Covenants and the constraints reflected in the Plat of record for Thomas Farm, the constraints of the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

WITNESS the following signature and seal:

PATTEN CORPORATION MID-ATLANTIC

BY: David Myers
David Myers
Regional Vice President

STATE OF WEST VIRGINIA
COUNTY OF BERKELEY

I, DIANA RIGGLEMAN, a Notary Public in and for the County and State aforesaid do hereby certify that David Myers, Regional Vice President of PATTEN CORPORATION MID-ATLANTIC CORPORATION, whose name is subscribed to the foregoing instrument dated the 1st day of November, 1991 has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

Given under my hand and seal this 25th day of November, 1991.

My Commission Expires:

Sept. 24, 1996

Diana Riggelman
Notary Public



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STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office December 12, 1991

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: Sue K. Hutterman Clerk.