

PROTECTIVE COVENANTS

BUCK'S KNOLL MAINTENANCE ASSOCIATION, INC.

300

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of, shall be subject to the following protective covenants, which covenants are to run with the land.

1. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in Buck's Knoll Farm, any roadways running throughout said development for the purpose of ingress and egress to and from their property herein conveyed and for the purpose of going to and from other parts of said development. The grantor, its successors and assigns, reserve, however, the perpetual right to use all of the above-described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed by the deed to which these protective covenants are attached.

2. For the consideration above stated, the grantor further grants and conveys unto the said grantees, their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in Bucks Knoll Farm, any of the fields, woodlands, pond and common facilities for recreational purposes. No such activity shall result in damage to the common areas, removal of trees, destruction of crops or accumulation of trash or debris.

3. Each lot owner in the Buck's Knoll Farm shall become a member and is subject to assessments of the Buck's Knoll Maintenance Association (the "Association"), in accordance with the Articles of Incorporation and Bylaws of the Association, in such sums as may be necessary or advisable for the use, upkeep and maintenance of the roadways, rights-of-way, common structures, fields, woodlands and fences situate in said subdivision, now constructed or to be constructed and within all sections of said development, and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to the Association. The assessments of the Maintenance Association, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Bucks Knoll Farm lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who was or were the owner of such property at the time when the assessment fell due.

Each lot owner in Buck's Knoll Farm shall be subject to the provisions of the Articles of Incorporation of the Association, as well as such Bylaws and Rules and Regulations as may be adopted from time to time.

4. The grantor and Association reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights-of-way therefore, with the

right of ingress and egress for the purpose of erection and maintenance on, over or ³⁰¹
under a strip of land ten feet wide on either side of the aforesaid roadway or other
locations in the common areas if approved by the Board. If it is necessary to place
electric lines across the open fields in this farm, same shall be buried.

5. No building of a temporary nature and no house trailers or mobile homes
shall be erected or placed on any of the lots or common areas in said development
except those customarily erected in connection with building operations; and in such
cases, for a period of time not to exceed six (6) months.

6. All of the lots in the development shall be used for residential, recreational
and/or agricultural purposes only.

7. The common areas in the development shall be used for non-residential,
recreational and/or agricultural purposes only.

8. No signs, billboards or advertising of any nature shall be erected, placed or
maintained, on any of the lots or the common areas within this farm, nor upon any
building erected thereon except directional and information signs of the grantor.

9. No driveway leading from any of the main development roads may be
constructed in such a manner as to impede the function of the road drainage ditches.
For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter
culvert must be used in a fashion to insure adequate water flow along road drainage
ditches.

10. No trucks, buses, old cars or unsightly vehicles of any type or description
may be left, stored or abandoned on said lots or common areas. No trash dumps or
accumulation of brush, piles of soil or any other unsightly material shall be permitted
upon said tracts, except as essential for building or private road construction. Erosion
of the soil shall be prevented by all reasonable means.

11. If the parties hereto, or any of them, or their heirs, successors or assigns,
shall violate or attempt to violate any of the covenants herein, it shall be lawful for any
other person or persons owning any lot situated in said development to institute any
proceedings at law or in equity against the person or persons violating or attempting to
violate any such covenant, either to prevent him or them from so doing or to recover
damages for such violation.

12. Invalidation of any one of these provisions by judgment or Court order, shall
not affect any of the other provisions which shall remain in full force and effect.