

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

*#15 part
Replaced
by addendum*

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.

The above restrictions read and agreed to this the _____ day of _____, 1986.

IV AND GEARY
ATTORNEYS AT LAW
1. MAIN STREET
LEWISBURG, WEST VA.

(Seal)

(Seal)

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 Mineral County Clerk's Office in Deed Book 245 at page 163; 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 Mineral County Clerk's Office in Deed Book 245 at page 163, shall remain in full force and effect.

The above addendum was read and agreed to on this the _____ day of _____, 198__.

(Seal)

(Seal)

The undersigned, GARY P. SUMNER, President of PATTEN CORPORATION MID-ATLANTIC, does hereby certify and state that the within restrictions and covenants are applicable to all tracts of real estate situate in what has been designated as the "Nancy Hank's Farm" and that same shall apply to all lots of real estate consisting of and making up the said Development. This real estate is the same property conveyed the Corporation by William W. Lawrence, Jr., et al., by deed dated July 24, 1986, and of record in the Grant County Clerk's Office in Deed Book 148, page to be assigned, and of record in the Mineral County Clerk's Office in Deed Book 244 at page 388.

Dated this the ___ day of _____, 1986.

PATTEN CORPORATION MID-ATLANTIC
A Delaware Corporation

By *Gary P. Sumner*
Its President

STATE OF _____,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before the undersigned authority this the ___ day of _____, 1986.

My commission expires _____.

Notary Public.

THIS INSTRUMENT WAS PREPARED BY GEARY AND GEARY,
ATTORNEYS, P. O. BOX 218, PETERSBURG, WEST VIRGINIA.

NANCY HANK'S FARM INC.
AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS AND
NOTIFICATION OF NANCY HANK'S FARM, INC.,
BYLAW PROVISION

Notice is hereby given that the Nancy Hank's Farm, Inc.'s Bylaws were amended to require notices of change of ownership in the manner and form hereinafter set forth:

Article IV

Section 3. 1) Within thirty days of the change of ownership of any lot in Nancy Hank's Farm, the new owner or their agent shall notify the secretary of the Nancy Hank's Farm, Inc., at the address set forth in the recorded notice of officers of Nancy Hank's Farm, Inc., recorded in the Office of the Clerk of the County Commission of Mineral County, West Virginia, and Grant County, West Virginia, which notice of change of ownership shall state the name and address of the new owner or owners, the date upon which the owner or owners became the owner of a lot or lots and the number designation of each lot acquired by the new owner.

2) Until such time as the new owner notifies the secretary of the change of ownership, the new owner shall not be entitled to receive any notice or have any benefit of their membership in the Nancy Hank's Farm, Inc. Notwithstanding this provision, the new owner shall continue to be subject to all restrictive covenants and membership obligations including the payment of assessments and fees whether accruing during their ownership or their predecessor's ownership.

I, Abbie L. Hawks, secretary of Nancy Hank's Farm, Inc., certify that the foregoing is a true and complete excerpt of the By-law change of Nancy Hank's Farm, Inc., as provided for by the Protective Covenants and Restrictions for Nancy Hank's Farm, Inc., this 4th day of December, 1995.

NANCY HANK'S FARM, INC.

By: Abbie L. Hawks
its Secretary

Attest:

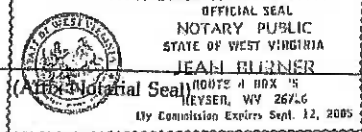
By: Harriet W. Hawks
its President

STATE OF WEST VIRGINIA,

COUNTY OF MINERAL, to-wit:

The foregoing instrument was acknowledged before me this 4th day of Dec. 1995, by Abbie L. Hawks, secretary of Nancy Hank's Farm, Inc., on behalf of said corporation.

My commission expires:



Jean Burner
Notary Public

RESOLUTION OF BOARD OF DIRECTORS APPROVED BY MEMBERS

The following Resolution was approved by the Board of Directors:

RESOLVED, that all homeowner's association fees not paid when due shall be subject to interest thereon at the rate of 1.5% per month until paid.

BE IT FURTHER RESOLVED, that until the adoption of this Resolution by the Board of Directors and approval by the members, interest shall have accrued at the legal rate of 10% per annum as allowed and permitted by law.

BE IT FURTHER RESOLVED, that notice shall be sent to all delinquent members which shall include interest at the lawful rate up until the passage and adoption of this resolution and thereafter at the interest rate set forth in the Resolution.

BE IT FURTHER RESOLVED, that the notice to delinquent land owners shall provide an amnesty from interest if paid within a period of thirty (30) days from the date of the mailing of the notice of delinquency. During said period, a property owner may pay all delinquencies without interest thereafter interest, shall accrue and be collected at the aforesaid rates.

BE IT FURTHER RESOLVED, that the officers of this corporation shall prepare and record a Certificate of Officers setting forth the names of the Officers entitled to file said liens along with their addresses in both the Office of the Clerk of the County Commission of Mineral County, West Virginia, and Grant County, West Virginia.

ADOPTED by the Board of Directors this 8th day of October, 1995.

ADOPTED by the vote of the membership this 8th day of October, 1995.

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*Nancy Hanks Farm, Inc.
Board of Directors*