

SEE LAST
PAGE #17 & #18

Del: 11/19/90 6-5-90

COVENANTS
WERE NOT
EXTENDED

648

48645

318/717

AMENDED DECLARATION OF PROTECTIVE COVENANTS
ARTHUR G. PATTON, SR. AND NELLIE S. PATTON SUBDIVISION

This subdivision shall be subject to the following Protective Covenants, which are to run with the land:

(1) The Grantors do hereby grant and convey to the property owners, for their private use forever, all the roads and right-of-ways on the attached plat or plan. Each owner shall have the full use and enjoyment thereof consistent with this Declaration.

(2) The Grantors, their heirs, assigns, and successors may assess the owners of all tracts a sum of not more than ONE HUNDRED (\$100.00), per year, per deeded tract, for the use, upkeep, and maintenance of private roads, providing ingress, egress and regress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to a committee of tract owners elected by the owners of the above specified tracts to be formed at the time of which eighty percent (80%) of all tracts in the Arthur G. Patton, Sr. and Nellie S. Patton Subdivision are sold. Any assessment made pursuant to this paragraph, shall constitute a lien on each and every tract within said subdivision until paid and payment of said assessment and levy shall be payable on or before the 31st day of January, of the next year after purchasing the land, and on or before the 31st day of January of each year thereafter.

(3) The Grantors reserve unto themselves, their heirs, assigns and successors, the right to erect and maintain utility poles such as telephone and electric power poles, conduits equipment, sewer, gas and water lines, or to grant easements or right-of-ways therefore, 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 or front lines of any said lots, or within forty (40) feet from the center of any roads and right-of-ways.

AND YOU
OWN ALL
OF THE
LOTS

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 (4) NOTE: The last full sentence in the original covenants as recorded in Deed Book 296 at Page 515 is hereby deleted and the new covenant No. 4 reads as follows: All of said tracts shall be used for residential and recreational purposes only and any garage or barn must conform generally in appearance and material with any dwelling on said tract. No dwelling shall be less than 600 square feet. Mobile homes or house trailers are not permitted except that Mobile homes may be used only during the temporary construction period of a permanent home not to exceed 12 months.

(5) No signs, billboards, or advertising of any nature shall be erected, placed, or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of the Grantors.

(6) Sewage and waste systems, constructed on said tracts, shall conform to the regulations of the appropriate County and State Health Laws and regulations.

(7) 12" diameter culverts must be used in all driveways leading from subdivision roads.

(8) No trucks, buses, old cars, or unsightly vehicles of any type or description may be left or abandoned on said tracts or roadways.

(9) No lot or tract in said subdivision may be re-subdivided.

(10) No building shall be erected closer than twenty (20) feet from any bordering or backline, or closer than forty-five (45) feet from center of any road right-of-way.

(11) No standing timber shall be cut upon the parcel until the tract is fully paid for except for sufficient room to erect permitted buildings and driveways.

(12) No garbage or trash shall be disposed of on any roadway or lot within the subdivision. Garbage and trash containers must

be covered at all times, and the premises shall be maintained in a neat and orderly manner.

(13) Each owner shall keep drainage ditches and swales located on his or her lot free and unobstructed and in good repair and shall provide for the installation of culverts upon the lot as may be reasonably required for proper drainage.

(14) The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

No owner shall have any claim or cause of action against the Grantors or their licenses arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

(15) This subdivision is subject to that certain Oil and Gas Lease executed by and between Arthur G. Patton, Sr. and Nellie S. Patton, his wife, and HAMPSHIRE GAS COMPANY, as recorded in the Hampshire County Land records, and so long as said Lease is in effect, nothing herein shall be construed as being contrary to said lease. Should a conflict arise, the provisions of the lease shall take precedence.

(16) If the parties hereto, or any of them, or their heirs or assigns, or any owner, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate situated 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,

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either to prevent him, her or them from so doing or to recover damages, or other dues for such violations.

(17) The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2000, A.D., after which time the same may be extended by majority vote of the owners for successive periods of ten (10) years each.

(18) This Declaration may be amended by the affirmative vote of two thirds (2/3rds) of the owners and by the subsequent recordation of any amendment to this Declaration duly executed by the requisite number of such owners.

(19) Invalidation of any one of these covenants by Judgment or Court Order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants (Grantors) have executed this Declaration.

Arthur G. Patton Sr. (SEAL)
ARTHUR G. PATTON, SR.

Nellie S. Patton (SEAL)
NELLIE S. PATTON

STATE OF North Carolina,
COUNTY OF Ashe, TO WIT:

The foregoing Amended Declaration of Protective Covenants of Arthur G. Patton, Sr., and Nellie S. Patton Subdivision was signed before me this the 22nd day of May, 1990, by Arthur G. Patton, Sr. and Nellie S. Patton, his Wife.

My Commission Expires: 1-18-91

Mike Johnson
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF:
ROYCE B. SAVILLE, ROYCE B. SAVILLE, L.C.
ATTORNEY AT LAW
95 W. MAIN ST., P. O. BOX 2000
ROMNEY, WEST VIRGINIA 26757



STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 25th day of May, 1990, at 2:36 P.
this Amended Covenants was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller
County Commission, Hampshire County, W. VA.

LASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 93736C-00

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 2nd day of June, 1999, at 3:01 P.
this Deed was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest Sharon H. Link
County Commission, Hampshire County, W. VA. pp

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 6529G-08

HAMPSHIRE COUNTY COM.
DEED
Date/Time: 06/02/99 12:00
Inst #: 392-1
Book/Page: 1400
Recd/Tax: 14.00
CLERK 03