

PROTECTIVE COVENANTS AND RESTRICTIONS

Herein set forth are the protective covenants and restrictions applicable to certain tracts or parcels of real estate as identified by Deeds of Conveyance as owned by Franklin Airport Development L.L.C. and Halls Hills L.L.C.

Ruth S. Bowers representing a 16/36 undivided interest; Loretta S. Homan representing a 6/36 undivided interest; Guy M. Harper representing a 5/36 undivided interest; Gail A. Harper representing a 5/36 undivided interest; Gary C. Harper representing a 2/36 undivided interest; through Halls Hill, L.L.C. and Jeffrey S. Bowers, a 2/36 undivided interest through Franklin Airport Development, L.L.C.; are the owners of those certain parent tracts or parcels of real estate, the same lying and being situate on Hall's Hill, in Little Entry Mountain, and described as Tax Map 27 Partial 41 in Franklin District, Pendleton County, West Virginia. The said Jeffrey S. Bowers is the Developer of said property and is hereinafter referred to as "DEVELOPER". Said tracts or parcels of real estate are the same tracts of real estate conveyed to Marvin L. Sponaule by deed dated April 12, 1955 and of record in the Clerk's Office, County Commission of Pendleton County, West Virginia in Deed Book 77 at Page 420. Thereafter, deeds of conveyances were made between the respective heirs of Marvin L. Sponaule with the current ownership of the parent tracts of real estate being as hereinabove set forth.

Said property owners do hereby make and declare the following Protective Covenants and Restrictions as to certain portions of said real estate which has or will be sub-divided and will be sold to individual tract purchasers for the purpose of private dwellings there on to be identified in appropriate deeds of conveyance. These Protective Covenants and Restrictions shall not apply to nor shall anything herein contained be construed as limiting or controlling, directly or indirectly, or restricting DEVELOPER, his successors, or assigns in the use of all other lands now owned or hereafter acquired in the same general area by DEVELOPER whether for residential, commercial, agricultural, or whatever purpose DEVELOPER might determine. A respective Plat for the tracts within Franklin Airport Development will be recorded in the Pendleton County Clerk's Office.

The purpose of DEVELOPER in subdivision and selling land is to provide for the

permanent protection of the land, its use, value and the preservation of the natural character and beauty of the landscape. To this end, it is hereby declared by Developer that the following Covenants, Restrictions, and Easements shall constitute covenants to run with said land in Franklin Airport Development.

1. The property's intended use will be for a private single family dwelling or recreational residences designed for single family occupancy including the right use the property for other purposes as hereinafter set forth. Said property can be used for commercial purposes as well upon the expressed written authorization of DEVELOPER as well as a home occupation or home business office being permitted subject to only the person's actually residing in the dwelling in which the home occupation or business is situated conducting the occupation or business in said residents or dwelling unless specially agreed otherwise in writing by the DEVELOPER.

2. All single story dwellings and residences shall have a minimum living space of not less than 1,000 square feet exclusive of basement, porches, decks, garages, carports or any like structures connected with the residence or dwelling. Any two or more story dwellings and residences shall have a minimum first floor living space of not less than 950 square feet exclusive of basement, porches, decks, garages, carports or any like structures connected with the residence or dwelling. Only buildings, structures, dwellings or residences which are compatible with the natural setting will be allowed within the Development. Separate structures, such as garages or storage buildings, must generally conform with the appearances and material structure of the residence or dwelling erected on said lot.

3. Before construction begins on any residence or dwelling, owner shall obtain a permit for building any structure as well as a permit for a driveway or entrance to said real estate and shall seek and obtain appropriate official assistance and applications necessary to comply with any and all regulations concerning the use of said property.

4. Within one year of construction commencement on a dwelling, residence or other structure, the exterior of said dwelling, residence or other structure must be completed. Exceptions will only be allowed when completion is impossible or would cause severe hardship for builder or purchaser as a result of fires, natural disasters, strikes or national emergencies.

5. All dwellings, residences, or other structures shall be set back from the boundary line in a road or street a distance of at least 40 feet and shall be set back from all other lot boundary

lines a distance of at least 10 feet.

6. Proper maintenance of the exterior of all dwellings, residences and structures is mandatory. Any dwelling, residence or structure which suffers apparent exterior damage due to wind, fire, neglect or other cause shall be repaired or removed within sixty (60) days.

7. All telephone, electric or utility service of any kind shall be underground, unless authorized in writing otherwise by Developer, his successors, heirs, or assigns.

8. All septic tanks, drain fields, toilets, sewage and waste disposal systems installed or constructed on said lots shall conform to the regulations of the West Virginia State Health Department. In addition, use of said lot or activities conducted upon said lot shall not pollute or cause waste water to contaminate or flow in to any spring, lake, river, drain, or stream crossing such property or situate near such property.

9. All construction waste material must be removed from property within one month of completion of any dwelling, residence or structure. All waste material and debris remaining on the ground or any portion of the property shall be collected and disposed of properly.

10. Within one year after the completion of a dwelling, residence or structure, the property shall be landscaped. This landscaping shall include the seeding of bare earth in a proper workmanlike manner. Landscaping shall require the removal of all brush, downed trees, unsightly undergrowth and appearances, it being acknowledged that residences will be present and adjoining owners will desire for all tracts to be attractive in nature.

11. Mobile homes, single wide or double wide trailers will not be allowed on lots within Franklin Airport Development. Nor shall any pre-manufactured home be permitted in Franklin Airport Development that is titled by a Certificate of Title or Certificate of Origin. All modular or pre-manufactured homes that are permitted within Franklin Airport Development must meet the BOCA Code.

12. A.) Prior to obtaining public water service to a lot, owner shall contact the Pendleton County Public Service District, or the appropriate governmental agency, and arrange for installation of a tap and meter. Owner shall be responsible for any assessment fee and a tap fee.

B.) Owner shall have the same responsibility as to public sewer connection except the contact shall be the Town of Franklin, should the same be available. **SAID**

PROPERTY IS ALSO SUBJECT TO THE THREE PAGE DISCUSSION ATTACHED

HERETO AS IT RELATES TO SEDIMENT CONTROL.

13. Boundary line changes or subdivision of any lots shall not be permitted except as hereinafter set forth. However, DEVELOPER reserves the right to resurvey, re-plat, re-subdivide, or make new division lines on any and all unsold lots or parcels.

14. Nothing herein is to be construed to prevent DEVELOPER from amending or placing further provisions or covenants or easements on any tracts which have not been conveyed by DEVELOPER.

15. Horses or cattle is permitted to be kept or maintained upon said real estate but the keeping of swine, poultry, goats, or other farm animals shall be prohibited as well as all other domestic animals being kept inside such as cats and dogs so as to not disturb the neighbors. It is understood that the intent is for said real estate to be used in conjunction with adjoining real estate as being generally residential and agricultural in nature except when large enough to permit the grazing of cattle or horses. No activity including, but not limited to, social clubs, bars, motor cross tracks, kennels, poultry facilities, savage yards, etc., or any activity of that nature are permitted, again recognizing it is the intent to maintain this as a residential and agricultural track of real estate with the exception of when large enough to enjoy the grazing of cattle or horses, which is allowed as long as they are not a nuisance or danger to others. So if any questions develop concerning this, the expressed written consent of the DEVELOPER is necessary for approval of any other activity. The parties recognize that adjoining land is both residential and agricultural and accordingly said parties waive any rights they may have to allege of any type agricultural nuisance or other matters recognizing that this is also an agricultural community.

16. Uninsured, unregistered, unlicensed or otherwise unusable vehicles of any kind shall not be permitted or stored on any tract unless it is garaged. No useless appliances or unsightly material of any kind shall be stored on any visible portion of any tract.

17. Motorized vehicles such as 4-wheelers, ATV's and go-carts are strictly prohibited from use within the property except as authorized by DEVELOPER, his successors, heirs or assigns.

18. The parking or storage of heavy machinery and construction equipment on the real estate is not and shall not be allowed.

19. Trash or rubbish will not be allowed to accumulate on any tract and no tract will

be maintained or used as a dumping ground for trash or rubbish. Tract owners shall keep trash, rubbish or garbage in sanitary containers until proper disposal. These containers will be kept in a clean condition and in a place which is as inconspicuous as possible.

20. No lot shall be used for an offensive or obnoxious purpose, nor shall any offensive trade be carried on upon any tract, nor shall any activity of any nature, including but not limited to, illegal or unlawful acts, whatsoever which may constitute a nuisance be conducted on any tract.

21. The discharging of any firearms, pellet guns, BB guns or projectile weapons of any kind will not be allowed unless necessary for preservation of life and property as consented to in writing by Developer, his successor, heirs, or assigns

22. DEVELOPER reserves unto himself, his heirs, successors and assigns, a perpetual, alienable, and releasable easement over, upon, across and under each tract for the construction, maintenance, upkeep, repair and use of any easements or rights of ways, and particular any easements or right of ways for water or potential sewer line, including but not limited to, any that may be shown on the plat of the same; said rights for water and sewer and other utilities being for the common use by the DEVELOPER as well as individual lot owners and accordingly is reserved for full and unlimited use by the DEVELOPER, his respective heirs, successors and assigns for the development of private, residential, commercial, and used by other developers in property now owned or hereinafter acquired by DEVELOPER; that the aforesaid reservations grant DEVELOPER such rights as necessary to construct ditches, drains, and install culverts on or off the right of way or roadway, as same might be necessary and required to properly maintain, repair and construct the right of way and roadway; that the use of said roadways and rights of ways shall be used in common by DEVELOPER, individual lot owners, their respective heirs, successors and assigns, and which common use by DEVELOPER will not be limited to the individual lot owners but is also expected and reserved for full and unlimited use by DEVELOPER, his respective heirs, successors and assigns for the development of private, residential, commercial and use by DEVELOPER of other developments and property now owned or hereinafter acquired by DEVELOPER.

DEVELOPER also reserves and excepts unto himself, his successors and assigns, a perpetual alienable, and releasable easement for the erection, maintenance, installation and use

of electrical and telephone poles, wires (above ground and underground), cables, conduits, anchors, guide wires, and other suitable equipment for the conveyance of electricity, CAT, and the use of telephone equipment, water lines, sewer lines, surface water drainage ditches and/or drainage lines, or other public conveniences or utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area as marked on the plat of each tract. Said easements as aforesaid would include locations for anchors and guide wires for poles as needed, even if extending beyond the above enumerated limits.

23. For a period of 20 years from the recordation of the Deed of Conveyance there shall be no subdivision of said tract of real estate and thereafter the same shall not be subdivided in a tract of less than 2 acres, unless authorized in writing by Developer, his successors, heirs, or assigns.

24. All covenants, restrictions and affirmative obligations as 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 lot owner to discriminate or attempt to discriminate against any person, whether a lot purchaser or prospective lot purchaser upon resale by lot owner, upon basis of race, creed, color, marital status, national origin or such other classification.

25. In the event of a violation or breach of any of these restrictions by a lot owner, agent, agent of such lot owner, the owners of lots in this development, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation of breach in any event.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

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

26. 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 for a period of twenty-five (25) years from the date of recordation in the Clerk's Office of the County Commission of Pendleton County, West Virginia, after which time said covenants shall

automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of tracts affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

The above covenants and restrictions read and agreed to this the 28 day of September, 2000.

Ruth S. Bowers
RUTH S. BOWERS, individually and on behalf of
HALLS HILL, L.L.C.

Loretta S. Homan
LORETTA S. HOMAN

Guy M. Harper
GUY M. HARPER

Gail A. Harper
GAIL A. HARPER

Gary C. Harper
GARY C. HARPER

Jeffrey S. Bowers
JEFFREY S. BOWERS, individually and on behalf of
FRANKLIN AIRPORT DEVELOPMENT, L.L.C.

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State of West Virginia,
In Pendleton County Commission Clerk's Office,
The foregoing Jeffrey S. Bowers, et al. vs. Guy M. Harper was this day presented in said office, and with the certificate of acknowledgment thereto, was admitted to record.

Tester: Nancy K. Gosdorf, Clerk

January 28 2003

PROTECTIVE COVENANTS AND RESTRICTIONS

AMENDMENT AND AUTHORIZATION #1

THIS AMENDMENT AND AUTHORIZATION #1, MADE BY AND BETWEEN FRANKLIN AIRPORT DEVELOPMENT, L.L.C. AND HALLS HILL, L.L.C., AS PARTIES OF THE FIRST PART AND S. JOSEPH VINCELL, AND SHELBA D. VINCELL III AND RENEE F. VINCELL, HUSBAND AND WIFE, PARTIES OF THE SECOND PART.

WHEREAS, there was granted and conveyed by the parties of the first part to S. Joseph Vincell, party of the second part, by deed dated January 23, 2003, and of record in the Clerk's Office of the County Commission of Pendleton County, West Virginia in Deed Book 161, at Page 682, that certain tract or parcel of real estate therein described as 5.122 acres, more or less, lying and being situate in Franklin District, Pendleton County, West Virginia; and,

WHEREAS, there was granted and conveyed by the parties of the first part to Shelba D. Vincell III and Renee F. Vincell, husband and wife, parties of the second part, by deed dated August 2, 2005, and of record in the Clerk's Office of the County Commission of Pendleton County, West Virginia in Deed Book 169, at Page 506, those certain tracts or parcels of real estate therein described as 5.127 acres, more or less, and 10.27 acres, more or less, lying and being situate in Franklin District, Pendleton County, West Virginia; and,

WHEREAS, both deeds of conveyance made the conveyance of said tracts or parcels of real estate subject to those certain Declaration of Protective Covenants, Restrictions and Easements of record in the Clerk's Office aforesaid in Deed Book 161, at Page 675; and,

WHEREAS, said Protective Covenants and Restrictions reserved the right for the parties of the first part to make amendments &/or authorize certain alterations or changes in regard to said Protective Covenants and Restrictions as determined to be reasonable in nature, the said parties of the second part having requested, and the parties of the first part agreeing to, certain authorization and reasonable changes as hereinafter set forth; and,

NOW, THEREFORE THIS AMENDMENT AND AUTHORIZATION #1: That for and consideration as heretofore recited in the deeds of conveyances hereinabove set forth, and other good and valuable consideration, the said parties of the first part do hereby amend those Protective Covenants and Restrictions of record in Deed Book 161, at Page 675, in regard to those certain tracts hereinabove described, said Amendments &/or Authorizations being as follows: (17) In regard to Number 17, therein, wherein it is set forth that motorized vehicles such as 4-wheelers, ATV's, and go-carts are strictly prohibited from use within the property except as authorized by DEVELOPER, his successors, heirs or assigns, the parties of the first part in said capacity do hereby authorize utilization of a 4-wheeler only for maintenance of said property and personal travel only, taking into consideration that said tracts or parcels are greater than 5 acres in size and should the acreage ever decrease where any tract in the future is less than 5 acres, then said use for maintenance and personal travel only will be prohibited for said tract or acreage less than 5 acres, should, the same occur; (21) In regard to Number 21, therein, said permission providing that discharge of any firearms, pellet guns, BB guns, or projectile weapons of any kind will not be allowed unless necessary for preservation of life and property as consented to in writing by DEVELOPER, his successors, heirs or assigns, the parties of the first part in said capacity, again recognizing that said tracts are greater than 5 acres, authorize legal hunting on said property by the owners thereof so long as the same is conducted in a legal and safe manner, as well as occasional target practice, but said consent not to be construed as a licenced to develop a range and said authorization to be prohibited should any tract herein described become less than 5 acres recognizing however that Developer cannot make any assurance as to adjoining neighbors and any complaint he or she may have in regard to the same; (23) In regard to Number 23, therein, said Covenants providing for a period of 20 years from recordation of the deed of conveyance there shall be no subdivision of said tract of real estate and thereafter the same shall not be subdivided of less than 2 acres, unless authorized in writing by DEVELOPER, his successors, heirs or assigns, the parties of the first part in said capacity in regard to the tracts conveyed to Shelba D. Vincell III and Renee F. Vincell, husband and wife, the same shall not preclude a conveyance by gift during said time period to an immediate family member so long as the conveyance is a tract equal or greater than 2 acres.

In all other respects, all Protective Covenants and Restrictions as set forth in Deed