

THIS DECLARATION made this _____ day of _____, 2007, by POSSUM HOLLOW ENTERPRISES, LLC, a West Virginia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain property located in Grant District, Cabell County and Hannan District, Mason County, West Virginia, being known and designated and known as Saddlecreeke Plantation and as shown on a plat thereof entitled, Hannan District - Mason County, West Virginia in the Office of the Clerk of Mason County in Map Book 375 Page 315 and in the Office of the Clerk of Cabell County in Map Book 1140 Page 600 and including any revisions thereof which may become necessary; and

WHEREAS, Declarant deems it to be in the best interests of future homeowners and residents of Saddlecreeke Plantation to establish a community identity with an association to be created and incorporated as Saddlecreeke Plantation Owners Association, Inc., a non-profit West Virginia Corporation formed or to be formed to provide for the maintenance and preservation of the roadways, drains or other areas which may come under its control, and to do such other acts as may be specified herein, and which corporation shall administer and enforce the provisions of this Declaration to effect this end; and

WHEREAS, Declarant desires to impose certain protective covenants, conditions, restrictions, reservations and easements as herein set forth.

NOW, THEREFORE, Declarant hereby declares that all property Possum Hollow Enterprises, LLC as shown upon the aforesaid map of Saddlecreeke Plantation including any revisions thereof, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and easements which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding upon all the parties having any right, title or interest in the described property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to Saddlecreeke Plantation its successors and assigns. It is not the intent of this section that any other owner or creditor of any owner shall be at any time deemed to be a "Declarant".

Section 2. "Association" shall mean and refer to Saddlecreeke Plantation, a subsidiary of Possum Hollow Enterprises, LLC, a West Virginia Limited Liability Company, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot or parcel which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 4. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter brought within the jurisdiction of the association.

Section 5. "Parcel" shall mean and refer to any lot or parcel of land as shown upon any subdivision map of a section of Saddlecreeke Plantation now recorded or to be recorded hereafter together with the improvements thereon with the exception of the common area.

Section 6. "Member" shall mean and refer to any and every person or entity who holds membership in the association in accordance with the provisions of Article II hereof.

Section 7. "Restrictions" shall mean and refer to the covenants, agreements, easements, reservation, restrictions, charges and liens as set forth in this Declaration.

ARTICLE II **THE ASSOCIATION**

Section 1. Membership in Association. Every person or entity who is a record owner of an interest in any parcel in Saddlecreeke Plantation by accepting delivery of a deed or deed in said parcel or parcels, accepts membership in said Association and agrees to be bound by the provisions of this Declaration as the same now exists and as hereafter modified. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a parcel in the Saddlecreeke Plantation provided, however, that such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Formation. The Association shall be a non-profit corporation under the corporation laws of the State of West Virginia, which shall be composed of the owners, including the Declarant of the parcels within the development. Each Association member shall be entitled to one vote for each parcel owned by such member. When more than one person or entity holds an interest in any parcel, all such persons shall be members in the Association, and a vote for such parcel shall be exercised as they among themselves determine. In no event, shall more than one vote be cast with respect to any parcel.

Section 3. Powers and Duties. The Association shall have all of the powers and duties necessary for the maintenance of the common property and the administration of the affairs of the Association. Such powers and duties shall include but shall not be limited to the following:

A. The operation, maintenance, repair, care, upkeep, and replacement of the common property.

B. Determination of the common expenses required for the affairs of the association, including, without limitation, the operation and maintenance of the property.

C. The assessment and collection of funds from parcel owners for the common expenses and the payment of such common expenses.

D. Employment and dismissal of the personnel necessary for the maintenance and operation of the common property.

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E. Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

F. Opening of bank accounts on behalf of the Association and designation the signatories required therefore.

G. Obtaining any insurance that may be required in the name of the Association for the property.

H. Such other incidental powers as continued on the Bylaws of Saddlecreeke Plantation Association, Inc., or as may be appropriate to the performance of its duties including but not limited to the establishment of a fiscal year for the Association.

ARTICLE III **PROPERTY RIGHTS**

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the street, common sidewalks; common areas and parking areas as such easements shall be appurtenance to and shall pass with the title to every parcel, subject to the right of the Association:

A. In accordance with its bylaws, to borrow money for the purpose of improving the common areas, easements, rights of way, streets and common sidewalks of the facilities.

B. To suspend the voting rights of a member for any period of time during which any assessment against his parcel remains unpaid.

C. To dedicate or transfer all or any part of the common areas easements to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the members of the Association entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 2. Reservations by Declarant. Declarant hereby reserves unto itself, its successors and assigns, all utility easements and areas shown on the plat hereinbefore referred to and recorded by the Declarant in connection with the development of Saddlecreeke Plantation. There is further reserved for (10') feet in width adjoining all property lines for the installation and maintenance of utilities and drainage facilities as shown and described on the recorded plat, and over the front, side and rear lot lines. Within these areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction, obstruct or retard the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible. Said utility lines and all user connection thereto shall be installed underground in such a manner so as not to interfere with any buildings constructed upon said lots

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or to unreasonable interfere with the use or appearance thereof. Declarant reserve the right to connect any adjoining or nearby property to the utilities of Saddlecreeke Plantation and may enter upon any easements herein reserved to connect the same. Declarant further reserves unto itself, its successors and assigns, the right to extend such utility easements to the property streets, roads and drives as the same are shown upon that certain map hereinabove described and upon any map or maps of additional section of Saddlecreeke Plantation to be recorded and further reserves the right to expand this subdivision to include by annexation nearby real estate and to connect roadways and utility service between said properties even though the intended use of same lots will thereby be changed. This is further reserved the right to grant to others the use of said streets, rights of way, sanitary or water lines and the right to sell, set over, assign or otherwise transfer these rights and obligation to public or private association, corporations or firms. All grantees of said easements shall be obligated to pay their proportionate share of the repair, maintenance and replacement of same. Any such submission and annexation shall be accomplished by the recording of an appropriate amendment to this declaration in the Office of the Clerk of the County Commission of Mason and Cabell Counties, West Virginia. Should Declarant extend the utility easements to the property line of Declarant, Declarant shall be responsible for restoring the surface of the property to its approximate original condition.

There is further reserved unto Declarant, its successors and assigns, the sole right to:

- (a) amend these covenants and restriction, but all such amendments shall conform to the general purpose and standards of the covenants and restriction herein contained; provided however, that no such amendment other than as found in (b) below shall affect any lot conveyed prior to said amendments;
- (b) to amend these covenants and restriction for the purpose of curing or correcting any ambiguity or inconsistency between the provisions contained herein;
- (c) to include in any contract or deed or any instrument hereafter made any additional covenants and restriction applicable to said land which do not lower the standards herein continued; and
- (d) to release any building plot from any part of the covenants and restriction which have been violated (including without limiting the foregoing, violation of building restriction lines and provision hereof relation thereto) if Declarant in their sold judgment determining such violation to be a minor or insubstantial violation.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation or the Lien and Personal Obligation of Assessments. Each owner by hereafter accepting a deed or other conveyance of any lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

B. Special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a

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continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his, her or its successors in title except as provided herein. Declarant shall be exempt from payment of annual assessments and special assessments upon lots owned by them before conveyance to another owner.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and owners of the property, and in particular for the improvements, enjoyment and maintenance of the street, common sidewalks, common areas, parking areas and parking area lighting.

Section 3. Annual Assessments.

A. Until change is herein provided, the annual assessment for each parcel shall be payable semiannually at the rate of Two Hundred Dollars (\$200.00) per year. The rate, as set by Declarant, shall then be the rate for the first year of the Association unless changed as set forth hereinafter.

B. Annual assessment shall be due and payable to, and collectable by, the Association at such times and in such manner (including installment payments) as from time to time shall be established by the members of the Association.

C. The annual assessment shall be established each year by a majority vote of the members of the Association. The annual assessment may be adjusted from time to time by a majority vote of the members of the Association.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy from time to time a special assessment for the purpose of defraying, in whole or in part, any appropriate expenses or capital costs of the Association, including without limitation, the cost of any construction, reconstruction, unexpected repair of the street, roads, drives, common sidewalks, common areas or parking areas, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied shall contain the terms and methods of payment therefore and shall have the assent of two-thirds (2/3) of the votes of the entire membership as then constituted, voting to be in person or by proxy at meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the same rate for all improved parcels.

Section 6. Date of Commencement of Annual Assessments; Notice of Due Date; Certificate of Payment.

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A. Annual assessments shall be for the calendar year. The payment of the annual assessments provided for herein shall commence as to each parcel subject hereto on the first day of the month following the conveyance of such parcel by Declarant.

B. Written notice of any increase in the annual assessment shall be sent to every owner subject thereto at least thirty (30) days prior to the date that the first payment of such increase is due.

C. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified parcel have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of Association.

Any assessment which is not paid when due shall be delinquent. If an assessment is not paid within then (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum. With respect to each assessment or other charges not paid within thirty (30) days after its due date, the Association, acting through its Board of Directors may, at its election, require the delinquent owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any assessment is not paid within sixty (60) days after its due date, the Association, acting through its Board of Directors may mail a notice to the owner and to each mortgage of a lot and the improvement thereon which has requested a copy of the notice. Such notice shall specify: (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than ten (10) days from the date of the actually delivery of the notice to the owner or date when such notice is mailed to the owner, by which such default must be cured.

If the delinquent assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Association acting through its Board of Directors may at its option enforce the collection of the assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 8. Creation and Release of Lien for Assessments. All sums assessed in accordance with the provision of this Declaration shall constitute a lien on the respective lot and the improvements thereon. Prior and superior to all other liens except:

A. All taxes, bonds, assessments, and other levies, which, by law, would be superior thereto, and

B. The lien or charge of any first mortgage (meaning any mortgage or deed of trust with first priority or seniority over their mortgages or deeds of trusts) made in good faith and for value and recorded prior to the date on which the lien became effective.

The lien shall become effective upon the recordation by the Board of Directors or its authorized agent of a notice of lien to the owner in the manner set forth in Chapter 56, Article 2, Section 1 of the Code of West Virginia of 1931 as amended, or by registered or certified mail, return receipt requested and in a form reasonable calculated to inform the owner of his, her or its liability for payment of the assessment. The Association acting through the Board of Directors shall

Buyers Initials_____

Sellers Initials_____

cause such notice of its lien to be recorded in the Office of the Clerk of The County Commission of Mason and Cabell Counties, West Virginia, which notice shall contain the following:

1. A legally sufficient description of the home.
2. The name or names of the owner or owners located upon the parcel.
3. The amount of unpaid assessments due together with the date when each fell due;
and
4. The date of recordation.

The notice of lien shall be signed by an authorized representative of the Association. The lien shall relate only to the individual lot and improvements thereon against which the assessment was levied and not to the lots in the subdivision as a whole. Upon payment to the Board of Directors of the full amount claimed in the notice of lien, or other satisfaction thereof, the Board of Directors shall execute a written release of the lien in the manner set forth in Chapter 39, Article 12, Section 1 of the Code of West Virginia in 1931, as amended. The Board of Directors may demand and receive from the applicable parcel owner a reasonable charge for the preparation and recordation of the release which shall be recorded in the Office of the Clerk of the County Commission of Mason and Cabell Counties, West Virginia, wherein the notice of lien was filed.

Section 9. Enforcement of Liens. It shall be the duty of the Board of Directors to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration and the Act. The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under a deed of trust. In addition, all fees, charges, late charges, fines and interest charged pursuant to this Declaration are enforceable as assessments. The Association is hereby authorized and empowered to appoint by an instrument recorded in the Office of the Clerk of the County Commission of Mason and Cabell Counties, West Virginia, a Trustee or Trustees who shall have all of the rights, powers, and authority and shall be charged with all of the duties that are conferred or charged upon them by this Declaration and by the provisions of Chapter 38 of the Code of West Virginia of 1931, as amended. Upon default in the payment of such assessment for which a lien has been perfected as provided in this Declaration, the Board of Directors, acting on behalf of the Association, may direct the Trustee or Trustees to proceed to foreclose on and sell the lot and improvements thereon against which the assessment was levied, or so much thereof as the Trustee or Trustees may deem necessary to satisfy the secured indebtedness, at public auction at the Courthouse of Mason and Cabell Counties, in the Cities of Point Pleasant and Huntington, West Virginia, for cash in hand on the day of sale and out of the proceeds of such sale the said Trustees shall promptly pay:

A. The necessary cost and expenses attending the execution of this trust, including a commission to the said Trustee or Trustees in the amount of one hundred dollars (\$100.00).

B. To the Association the full amount due and unpaid thereon, together with all the interest thereon to the date of payment.

In the event of the resignation, death, incapacity; disability, removal, court order or absence from the State, for in the event of his refusal or failure to act when so requested, then and in that

Buyers Initials _____

Sellers Initials _____

event, the Association is hereby authorized and empowered to appoint, by an instrument recorded in the aforesaid Clerk's Office, another Trustee (or other Trustees) in the place and stead of the Trustee of Trustees so named, which successor Trustee or Trustees shall have all the rights, powers and authority shall be charged with all the duties that are conferred or charged upon the Trustee or Trustees so named. In the event of sale by said Trustee or Trustees, such sale shall be made in accordance with the law of the State of West Virginia, at the date hereof, relating to sales under deeds of trust, with the exceptions herein made. The Trustee or Trustees shall publish a notice of such sale as a Class III Legal Advertisement in compliance with the provisions of Chapter 59, Article 3, Section 1 of the Code of West Virginia of 1931, as amended and the publication area for such publication shall be the County where the property is located. In addition, such notice of sale shall be posted at the front door of the Courthouse of Mason and Cabell Counties, in the cities of Point Pleasant and Huntington, West Virginia, and in addition, a copy of such notice shall be served on the owner against which the assessment was levied or on his or its agent or personal representative, if her or they be within Mason and Cabell Counties, West Virginia, at least twenty (20) days prior to the sale. Every notice of sale by the Trustee or Trustees shall show the particulars as provided by Chapter 39, Article 1, Section 4, of the Code of West Virginia of 1931, as amended. The Association, through its agents, shall have the power to bid on the parcel at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure the occupancy of the defaulting owner, and the defaulting owner shall be required to pay the reasonable rental value for such home during any period of reasonable rental value for such home during any period of reasonable rental value for such home during any period of continued occupancy by the defaulting owner or any persons claiming under the defaulting owner. A civil action to recover a money judgment for an unpaid assessment or assessments shall be maintainable by the Association without foreclosing or waiving the lien securing the same, but this provision or any institution of civil action to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a civil action initiated pursuant to this section may include reasonable attorney fees as fixed by the Circuit Court of Mason and Cabell Counties, West Virginia.

In the event of such default in the payment of assessments hereunder the Board of Directors shall be entitled to pursue any and all other remedies afforded by law.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his, her or its parcel. No sale or transfer shall relieve such parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Subordination of the Charges and Lien to Mortgages and Deeds of Trust.

A. The lien of the monthly assessments (together with interest thereon and cost of collection) authorized herein with respect to any home is hereby made subordinate to the lien of any mortgage or deed of trust placed upon such parcel except as to such assessments with respect to such parcel having a due date on or prior to the date such mortgage or deed of trust is filed for record which have not been paid; and

B. The lien hereby subordinated is only such lien as it related to the common expense assessments authorized hereunder having a due date subsequent to the date such mortgage or deed

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Sellers Initials _____

of trust is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or deed of trust or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure of such mortgage or deed of trust or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure of the sale or transfer of the mortgaged property pursuant to sale under a power contained in such mortgage or deed of trust.

C. Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his, her or its personal obligation to pay all assessments becoming due at a time when he, she or it is the owner; and shall not relieve such home from the lien and the permanent charge provided for herein (except to the extent a subordinated lien and a permanent charge is extinguished as a result of such subordination as against a mortgage or to any person pursuant to foreclosure or pursuant to any proceedings executed upon the property, shall relieve any existing or previous home owner of such property of the then subsequently home owner from liability from any assessment provided from hereunder becoming due after such sale or transfer.

D. Notwithstanding the foregoing, the Board of Directors may on behalf of the Association, at any time, either before or after any mortgage or mortgages are placed on such home, waive, relinquish in whole or in part the right of the Association to assessments provided for hereunder with respect to such home coming due during the period while such home is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer and such mortgagee or mortgagees shall hold such home free of any claim for unpaid assessments against such home which accrued prior to the time such mortgagee or mortgages came into such possession.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

A. All properties dedicated to and accepted by public authorities;

B. The common area and all properties or lots owned by Declarant.

C. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of West Virginia. Notwithstanding the foregoing, and except as provided in Article IV, Section 1 B hereof, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V **COVENANTS AND RESTRICTIONS**

Section 1. Land Use and Building Type.

A. No lot shall be used except for residential purposes, (provided however, those normal in-home incidents of professional services which may be conducted without "drop-in" trade and without changing the character of the neighborhood or becoming a nuisance shall be permitted).

B. No building or other structure shall be erected, placed, or substantially remodeled on any parcel, nor shall any site preparation be begun until the Builder, building contract, proposed building plans and specification, exterior finish plan, plot plan, and construction schedules (prepared pursuant to the plot plan, and construction schedules (prepared pursuant to the

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Saddlecreeke Plantation Architectural Review Guidelines established by the Declarant, as they may from time to time be modified by Declarant) have received, the prior approval, in writing, by the Declarant. Declarant may appoint an Architectural Review Committee to review and comment upon all plans and specification, but in all events the decision of Declarant shall be final and binding.

C. The Declarant may issue guidelines and prescribe forms consistent with all section of these covenants and restriction, for the review of all plans and specifications listed in Section 1, B, above. A copy of all plans and specifications shall be kept by the Declarant or committee to review when the construction is completed. No plans shall be considered approved under these restrictions until after construction is complete and the Declarant or committee signs a certificate of final approval, certifying that the home meets the requirements herein contained.

D. Refusal to approve such plans and specifications may be based on any reasonable grounds in the Declarant's sole subjective judgment including, but not limited to, the aesthetics of the proposed structure in relation to the area, and notwithstanding the fact that the minimum requirements for the plans and specifications have been satisfied. No alterations may be made in said plans and specification after approval by the Declarant except by within its written consent. Substantial nonconformity to approved plans and specification shall automatically constitute a violation of these restrictions. If Declarant fails to approve or disapprove the plans and specifications within thirty (30) days after the same have been received by it in proper written and blueprint form, the said plans and specifications will be deemed to have met the requirements of Declarant.

E. No more than one family dwelling, not to exceed two and one half stories above grade height and a private attached or detached garage for no less than two cars may be constructed on any lot in this development. In the event the garage is detached the structure may not exceed two stories and may not be more than 1000 square feet and may not be sold separately from the house.

F. Nothing contained herein shall, however, be construed as preventing the construction for walks and drives. Private in-ground swimming pools and tennis courts are also permitted, however, lot owners must submit to the Declarant plans and specifications for any such recreational facility and the proposed location of the same and the lot owner must obtain the Declarant's written approval prior to the construction of the same. In-ground swimming pools and tennis courts are restricted solely to the rear of any lot and are made subject to the setback lines as set forth in Section 3 herein.

G. All driveways shall be paved with concrete and shall be so graded as to facilitate drainage of water and to prevent slippage of dirt or other material upon the common roadway.

H. Construction of all dwellings shall be diligently and continuously prosecuted until completed, and no dwelling shall remain in an unfinished condition for a period of more than nine months from the time work is started without the approval of the Declarant. No mobile home, motor home, trailer, shack or basement, incomplete dwelling or garage or other structure of a temporary nature shall be used either temporarily or permanently during construction as a dwelling.

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Section 2. Dwelling Cost, Quality, and Size.

A. The living area of the main structure, (i.e. the heated space), exclusive of open porches and garages, for a single story dwelling shall be a minimum of 2500 square feet, excluding basement; and a two story dwelling the living area of the main structure shall be a minimum of 2500 square feet, excluding basement.

Section 3. Building Location.

A. No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet from the front lot line, or nearer than 20 feet from any side street lot line.

B. All buildings, including detached garages and open porches shall be, as near as feasible, situated on each lot so as to have equal side yards but in no event shall any building, garage, or porch be located nearer than 20 feet to an interior lot line and no dwelling shall be located on any lot nearer than 20 feet to an interior lot line and no dwelling shall be located on any lot nearer than 20 feet to the rear lot line.

C. For the purpose of this covenant, eaves, driveways, chimney and steps shall not be considered as a part of a building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

D. All types of fences and/or walls are strictly prohibited in the front yard. No rear fence or wall shall be erected, placed, altered or permitted to remain on any lot nearer to any street than the minimum building setback lines. No fence, wall, tree, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street lines extended. The same sight line limitations shall supply on any lot within 10 feet of the intersection of a street property line with the edge of a driveway. Trees and shrubs which obstruct any such sight lines shall be trimmed rather than removed whenever possible. All fences shall be of a type and style approved by the Declarant.

E. All sewage shall be disposed of by the sanitary sewer system which serves this subdivision unless otherwise erected by the West Virginia Sanitation Laws and Regulation; and all connections thereto shall be by the applicable public authority or by Declarant. No storm drain shall be permitted to enter the sanitary sewer systems.

F. All portable water shall be by connection to the public water system which serves this subdivision and no individual water supply shall be permitted on any lot.

G. No lot shall be used as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from the public view and shall be disposed of by those operating disposal service under grant from public authorities. No incinerators

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shall be permitted. During the construction of the home all trash and excess building materials shall not be allowed to accumulate on any lot. All construction sites shall be kept clean and orderly.

H. No coal, oil or gas drilling or mining nor any incidents thereto shall be permitted upon or in any lot.

I. No livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. It will be the responsibility of the owner to keep their pets restricted to their own property or on a leash.

J. No sign of any kind shall be displayed to the public view on any lot except (1) the entrance sign identifying the subdivision, (2) one "For Sale" or, "For Rent" sign of not more than five square feet, or (3) signs used by the Declarant or its assigns to advertise the property during the construction and sales period. Directional signs are not permitted to be placed on any lot or rights of way within the subdivision unless approved in advance by the Declarant.

K. There shall be no parking of any vehicle on the streets of this development except for work during the construction period or for temporary visitation.

1. All recreational vehicle (boats, motor homes, etc.) parking and storage shall be located to the rear of the residence or in the garage.

2. Any motor vehicle, other than one in operable condition and currently licensed as required by all applicable laws, shall be restricted solely to the driveway of any given lot and shall not be permitted to remain on any lot for a total period exceeding thirty (30) days.

L. No trailer or storage building shall be allowed in the development for storage of building materials or for temporary office facilities unless approved by the Declarant.

M. No cinder block, concrete block or other unfinished surface shall be used for an exposed outside wall of any dwelling or garage. All residence shall consist of brick or natural wood. Vinyl siding may be used but not to exceed 20% of dwelling. Brick above grade will be used on all homes except in the event of a stucco or stucco like home, then that finish shall not be used without the prior written consent of the Declarant or the Architectural Review Committee of Saddlecreeke Plantation Subdivision.

N. No lot shall be subdivided or its boundary lines changed, nor shall additional covenants and restrictions be imposed upon any lot except by the Declarant.

O. To preserve the natural integrity and aesthetics of the land and to prevent excessive water run-off, no tree, shrub or bush having a diameter of four inches or greater, measured one foot above the ground, shall be removed or destroyed without the prior written consent of the Declarant; it shall however, be the duty of each lot owner to promptly remove dead, diseased, or seriously damaged vegetation in order to prevent personal or property damage.

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P. Removal of vegetation to provide for a building site, including driveways and walkways shall however, be permitted.

Q. All mail boxes and or paper boxes shall be surrounded by brick or stone with one dusk till dawn light or photocell to allow for proper lighting of the subdivision.

R. During the construction period, the owner or owners shall not allow any mud to be placed or tracked on any street or drives in said subdivision. In the event that mud is carried onto any of the streets or drives, from any construction site, then the Declarant reserves the right to hire someone to clean up to street at the sole expense of the owner or owners of the lot from which the mud originated.

S. During the mowing seasons of May, June, July, August, and September, all owners of lots situate in said subdivision shall maintain their lawns by keeping them mowed, trimmed and in orderly condition. In the event that any lot is not maintained as above, the Declarant reserves the right to hire someone to maintain said lot or lots all at the sole expense of the owner of said lot or lots.

ARTICLE VI **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Declarant or any home owner shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservation, liens and charges now or hereafter imposed by the Association, Declarant or any home owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded. After said twenty-year term, the said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a unanimous vote of the home owners, which termination shall be made an amendment to this Declaration. The terms, conditions, covenants and restriction of this Declaration may be amended at any time by Declarant and from time to time by an instrument signed, sealed and acknowledged by the vote of not less than two-thirds (2/3) or the membership of the Association as constituted at the time of such vote. Any amendments must be properly recorded in the Office of the Clerk of the County Commission of Cabell and Mason Counties, West Virginia.

Buyers Initials _____

Sellers Initials _____

IN WITNESS WHEREOF Possum Hollow Enterprises, LLC a West Virginia Corporation has caused this document to be signed by its duly authorized representative on this ____ day of _____, _____.

POSSUM HOLLOW ENTERPRISES, LLC,
a West Virginia Limited Liability Company

BY: _____

ITS: _____

IN WITNESS WHEREOF _____ whose names are signed to the foregoing Covenants and Restrictions as buyers bearing the date _____, have this day acknowledged the same before me in my said county.

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing document was as acknowledged before me on this _____ day of _____, _____, by _____, as the act and deed of corporation.

My commission expires _____.

NOTARY PUBLIC

Buyers Initials _____

Sellers Initials _____