

CLINTON HILLS IMPROVEMENT ASSOCIATION, INC. AMENDED AND RESTATED PROTECTIVE COVENANTS FOR THE CONSOLIDATED PLAT OF CLINTON HILLS. All of the lots shown on such plat shall be subject to the following covenants, conditions and restrictions.

- 1.) No tract or lot shall be subdivided and the owner of any two or more lots shall only convey any lot or lots, as a whole as now shown on the plan of lots, except conveyance of a part of a lot resulting in enlargement of both adjoining lots is permitted. The construction of a dwelling on a parcel consisting of more than a single lot, as shown on said Plat, shall not be considered a violation of the side building restriction hereinafter contained.
- 2.) No building or structure shall be erected on any tract or lot except one single family residence (to be used exclusively as a single family residence only) with one of the following: a basement garage or one adjoin or detached garage having a maximum capacity of three (3) owner-used cars, and no building or structure of any kind shall be erected, altered, or remodeled without written approval of plans and specifications by Clinton Hills Improvement Association, Inc. (the "Association"), its successors or assigns.
- 3.) Any dwelling hereafter erected on a tract or lot in Clinton Hills (as reflected on this Consolidated Plat, as amended from time to time) shall cost or fairly be worth not less than One Hundred Thousand Dollars (\$100,000.00) (excluding a separate garage), and such minimum cost or valuation shall be adjusted annually to reflect changes in the Consumer Price Index from May of 1996 as the Association shall determine. Each dwelling unit shall contain not less than one thousand four hundred (1400) square feet of living space, excluding unfinished basement, attic, breezeways, porches and decks.
- 4.) That no trailer, basement, tent, shack or garage shall at any time be temporarily or permanently used as a residence, nor shall any structure of any temporary character be used as a residence.
- 5.) That no building or structure except an open porch, veranda, overhanging eave, piazza, or stoop shall be erected nearer the front and/or side street line than the building lines shown on the prior plats of lots for Clinton Hills and also no nearer than ten (10) feet to the side line of any tract or lot.
- 6.) That no fence or wall shall be erected or maintained on any tract or lot nearer the street line than the front wall of the dwelling on the said lot, except retaining walls protecting the entrance to a basement, garage, or slopes in front lawn area of said lot, provided, however that such retaining wall shall not extend above the grade of the lawn on said tract or lot.
- 7.) That there shall not be erected, planted, kept or maintained on any of the tracts or lots in Clinton Hills any fence or shrubbery greater than five (5) feet in height indicating or marking a division line.

- 8.) That no rain or surface water shall be drained, emptied or discharged into the sanitary sewer system.
- 9.) That streams and water courses for surface drainage shall not be constructed, relocated or changed in any way by the purchaser of a tract or lot.
- 10.) That no hooved animals, or fowls of any kind, can be kept or maintained on any lot. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a public or private nuisance or an annoyance to the neighborhood.
- 11.) In order to protect the water and sewer systems, no trees of the willow, true poplar family or fast growing silver maple may be planted on any lot.
- 12.) That no boat, camping trailer, motor home, truck or unlicensed vehicle of any type shall be stored on any tract or lot except inside the permissible garage.
- 13.) No advertising sign, or billboard or other advertising device of any kind shall be erected, placed or allowed to remain upon any lot in Clinton Hills unless the same relates to the rental or sale of lots or dwellings with the limits of Clinton Hills.
- 14.) Every person who purchases or otherwise acquires an interest in a lot in Clinton Hills shall be and remain a member of the Association, a non-profit corporation organized under the laws of the State of West Virginia, the powers and duties of which shall be the enforcement of said restrictions, covenants and conditions and the maintenance and improvement of parks, streets and other public improvements in Clinton Hills. The Association may exercise such additional authority and transact such other business as may be permitted by law.
- 15.) Every improved lot in Clinton Hills shall be subject to an annual charge proportionate to the total number of improved lots in said Clinton Hills and in such amount as the Association shall determine from time to time. Such charges shall be applied to the maintenance of streets, parks and other public improvements in Clinton Hills, and from and after signing of this Consolidate Plat by the record owners of at least sixty percent (60%) of the lots in Clinton Hills and the recordation of this Consolidated Plat, all unpaid charges shall be a lien against the lot to which such charges apply, and notice of any such lien may be placed of record by the Association. If any such charge is not paid promptly and in full when due, the Association in addition to other remedies shall have the right and authority to bring an action against the owner or owners of said lot to obtain and enforce a judgment against such owner or owners.
- 16.) These protective covenants shall run with the land and shall be binding upon the owners of all lots and their respective heirs, devisees, assigns and other successors for

a term ending May 31, 2007, after which such covenants shall automatically be renewed or extended for successive periods of ten (10) years each, unless revoked, revised or amended by the action of the record owners of at least sixty (60%) of all lots then in Clinton Hills prior to the expiration of the prior term. Such revocation, revision or amendment shall be in the form of a recorded amendment to this Consolidated Plat of Clinton Hills, recorded within six (6) months after the close of the prior term, and shall bear the signatures of such number of record owners. The recordation of any such amendment shall constitute notice of the contents thereof to all lot owners, their heirs, devisees, assigns and other successors, whether or not all such owners have joined in the signing of such amendment.

- 17.) The Association and any person having an interest of record in any lot shall have the right to enforce these covenants by a court proceeding, and if a court of proper jurisdiction should determine that there was an intentional violation of any such covenant, the costs and expenses of such proceeding, including reasonable attorneys' fees, shall be paid by the party or parties found in violation. The Association, its directors and officers shall have no liability to any person or entity for failure to enforce any protective covenant, nor shall the Association, its directors and officers have any liability for any approvals, disapprovals, or other determinations made by the Association. The failure of the Association to enforce any covenant shall not be deemed a waiver of the right to do so thereafter.