

COPY

PROTECTIVE COVENANTS AND RESTRICTIONS

TAMARACK ON THE NORTH RIVER -
Patten Corporation Mid-Atlantic

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 "Tamarack On The North River".

1. 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.

2. 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.

3. 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

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kept or raised on said lot; providing, however, pets, including personal riding horses, ponies or cattle for personal use not to exceed one head per two acres, excluded if proper fencing and suitable facilities are constructed and such animals do not violate provisions contained in Covenant No. 5.

4. 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.

5. 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.

6. No house trailers, trucks, buses, dilapidated cars or unrightly vehicles of any type or description may be stored, used for buildings, left or abandoned on said lots.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 _____, 19 ____.

(Seal)

(Seal)

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