

PROPOSED PROTECTIVE COVENANTS AND RESTRICTIONS

1. No tract or lot may be subdivided.
2. Only single-family private residential dwellings shall be erected or permitted to remain on any parcel within the development. Outbuildings such as garages, stables, barns, greenhouses, pool houses, or guest houses shall be permitted.
3. No mobile home, house trailer, travel trailer, camper unit, double-wide, tent, or other temporary living quarters shall be placed, maintained or occupied on a tract within the development. Modular homes shall be permitted provide the same cannot be considered a double or triple-wide mobile home. A temporary construction trailer may be permitted on a tract during periods of construction, but such period, shall in no event, exceed 12 months.
4. No portion of the subject real estate may be used for commercial purposes or enterprises.
5. No trailers, trucks, buses, dilapidated cars, or unsightly vehicles, appliances, or other unsightly refuse of any type or description may be stored, used for storage, left or abandoned on the subject real estate.
6. No noxious or offensive use shall be made of any lot or tract within the subdivision nor shall any offensive trade or activity be carried on upon any such lot. No activity of any nature, whatsoever, which may constitute a nuisance shall be permitted on the subject real estate. Agricultural or horticultural activities which do not produce toxic or noxious noises, odors, gases, or other emissions are permitted.
7. In the event of a violation or breach of any of the covenants or restrictions by any property owner, or agents of such owner, an owner of any lot so restricted shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or

breach in any event. The failure to enforce any right, reservation or restriction or condition contained in these covenants and restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or effect its enforcement.

8. These Protective Covenants and Restrictions may not be modified except by a writing signed by all owners of the effected real estate which writing must be admitted to record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia.