

BRUNER JACKSON FARM PROTECTIVE COVENANTS

The following protective covenants are covenants running with the land, and shall continue in full force and effect until 1/1/2050. (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned in Grant District by Deed recorded in Book 268 Page 58 and 62, land records of Ritchie County, West Virginia.

No more than two residence per tract shall be permitted.

Any mobile home placed on said property shall not be over 10 years of age at time of placement, shall contain a minimum of 700 square feet and shall be under skirted at time of placement.

No inoperative or unlicensed vehicles may be placed on said farm. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on any farm.

Before occupancy of any house or mobile home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.

Farms are for residential use and no farm or structure shall be used for any type of business or commercial enterprise, with the exception of a horse farm, cattle farm or truck farm. (Fruits and vegetables)

No swine shall be permitted on said land.

No shack, tent, camper, school bus, or recreational vehicles shall be used as a residence, either temporary or permanent.

Any residence erected on said farm shall be at least 700 square feet of indoor heated area (excluding basement and garage) and shall have a finished siding such as rustic wood, frame, brick, veneer, press board, or contemporary siding.

Any building or structure placed on said property shall be set back a minimum of 75 feet from the center of the existing road unless a lesser set-back is requested by public authority.

Where protective covenants and Ritchie County, West Virginia, of Grant District Zoning Ordinances are in conflict, the stricter requirement will prevail.

Invalidation of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.

Nothing contained herein shall be construed as creating any obligation on the part to Bruner Land Company, Inc., to enforce these Protective Covenants.

The purchasers of this farm, for themselves, their heirs and assigns, by the acceptance of the conveyance of this farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

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