PROTECTIVE COVENANTS

PATTERSON ESTATES

The real estate conveyed under this subdivision is subject to the following restrictive and protective covenants, which shall be construed as covenants running with the land and are made for the benefit of any and all persons who now own, or who may hereafter own property in Patterson Estates, and such persons are specifically given the right to enforce these restrictions and protective covenants.

Invalidation by any court of any specific covenant or condition contained herein shall in no way affect any other condition, and all covenants and conditions not expressly invalidated herein shall remain in full force and effect.

1. The lots herein conveyed shall be used for residential purposes only. Residential homes shall have a minimum of 750 square feet of living area on the first floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed in within 10 months of the commencement of construction. No building shall be constructed on any lot until a building permit has been obtained from the appropriate County Office. Modular and "stick built" homes are considered the same.

2. All materials used in and for the facing of the exterior walls of all homes shall be of brick, stone, veneer, aluminum, vinyl, masonite, redwood, or German siding. No composition asphalt or shingle siding shall be used. Any garages or buildings must conform generally in appearance and material with the home on the lot.

3. No lot may be further subdivided in any way. No more than one home shall be constructed on each lot. However, this shall not prohibit the lot owner from constructing one additional guest house, provided that said guest house is not used for commercial purposes.

4. Commercial or agricultural use of any form or the raising of livestock or poultry is not allowed within Patterson Estates. * (See paragraph #17 for exceptions.)

5. No temporary buildings of any nature or shacks shall be constructed for permanent habitation or other uses. No trailers, travel trailers, or motor homes shall be placed or used for permanent habitation or other uses except they may be parked on premises during the 10 month constructed period as stated above.

6. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the lots within Patterson Estates, nor upon any building erected thereon, except directional and information signs of the grantor. "For Sale" signs for the sale of a specific lot shall be allowed for a reasonable time period.

7. No building shall be constructed on any lot until a septic tank permit has been obtained from the appropriate Health Department or governmental agency. All sanitation facilities constructed on said lots shall conform to the rules and regulations of the appropriate County and State Health Department.

8. No driveway leading from the main road may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch a minimum of 15 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.

9. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said lots, except as essential for building or private road construction.

10. No ATV, motorcycle, dirt bike or other similar motorized vehicle trails and trail riding shall be allowed on the real estate herein conveyed and no recreational riding of ATVs, motorcycles, dirt bikes or other similar motorized vehicles shall be allowed on the roadways in Patterson Estates. * ("Four wheelers" are permitted for the use of plowing snow from landowners driveways.)

11. No home, building or any part thereof shall be constructed closer than 75 feet from the center boundary line of the main road nor closer than 50 feet from any side or rear boundary line.

12. No streams on the real estate herein conveyed may be obstructed by dam or otherwise for any purpose without approval from the appropriate Governmental Agencies and consent from any other lot owner it may affect.

13. No right of ways or easements shall be granted or created upon or across any lot except for public utilities. However, there is retained by the Declarants a 40 foot wide right of way between Lot Nos. 14 and 15, as shown on the plat of said subdivision, for access, ingress, egress, and utilities to and from any adjoining real estate.

14. Garbage and trash disposal shall be the responsibility of the landowner.

15. Declarants will collect initially, $200.00 per lot from each landowner for the use, upkeep and maintenance of the right-of-ways within Patterson Estates until the first 5 lots are sold. Said $200.00 to be collected on day of settlement. Upon the sale or conveyance on the part of the Declarants of 5 lots, a landowner's association shall be formed and a committee elected to assess the property owners a small yearly fee for road maintenance. The amount will be based on prevailing cost each year and shall be equally divided among each lot owner.

16. The right-of-ways throughout said subdivision shall be subject to the common usage of the Declarants, their heirs and assigns and the individual lot owners, their heirs and assigns. The Declarants reserve the right to add additional real estate to Patterson Estates, or to create a subdivision adjoining Patterson Estates. A 40 feet right-a-way between Lot Nos. 14 and 15, as set forth above, is hereby reserved by Declarants for same, and for any and all purposes incident to further development of adjoining real estate.

17. Horses, cattle and house pets are permitted within Patterson Estates, provided that they are for personal use with NO COMMERCIAL APPLICATIONS. House pets are limited to a maximum of 3 per household. Horses are limited to a maximum of 5 per 20 acre lot, and beef cattle are limited to a maximum of 4 per 20 acre lot.

18. Double wide manufactured homes are permitted, provided that they are placed on a permanent block or poured foundation surrounding the perimeter of the home. The home must have a minimum dimension of 30 feet by 50 feet.

19. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in Patterson Estates to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent them from so doing or to recover damages for such violation.