

Covenants

638

on the north side of the bank near the hollow; thence down the hollow, S. 46 30 W. 533.5 feet to No. 8 a metal survey stake in the original line; thence, with the original line, N. 52 42 W. 410 feet to the beginning, containing 4.55 acres, more or less."

There is attached hereto and made a part hereof a plat of the real estate herein described and conveyed.

The real estate herein conveyed is a part of the same real estate which was conveyed unto Courtney Smith by Deed of Wenonah S. Smith, widow, dated November 15, 1961, duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 152 at page 567, and by inheritance of her son, David Smith, who died intestate on September 22, 1961.

The real estate herein described and conveyed shall be subject to the following restriction and covenants:

1. There shall be no outdoor toilets or open discharge of sewage and water, and all water and sewage shall be disposed of by systems which shall be established in accordance with the rules and regulations and under the direction and with the approval of the West Virginia Department of Health.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding be erected on the lot herein conveyed shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

3. No hogs, cows, sheep, goats, shall be kept or maintained on said property, or any portion thereof, nor shall any poultry or chicken yard be maintained thereon.

4. Premises shall at all times be maintained in a neat and orderly manner in keeping with the general nature of the community with no open trash or refuse or insightly accumulations of debris being exposed.

5. All buildings or dwellings erected on the tract herein conveyed shall be of substantial building construction and all exterior construction shall be completed within six months from the date that construction begins.

6. All material used in and for the facing of the exterior walls of the dwellings shall be of brick, stone veneer, aluminum, masonite, redwood, or german siding, or other wood which shall be painted. No composition shingles or siding shall be used.

7. The lot herein conveyed shall be used only for residential purposes.

8. No nomious* or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. There shall not be erected on said lot any residence which shall have a ground floor space less than 750 square feet, exclusive of any portion thereof used for a garage or for any outside porch.

10. "Hill Crest Drive" is hereby granted to all lots owners in ^{Pull Kroll} "North River Subdivision" as a right of way leading from the Public Road to the various lots in this subdivision. All lot owners in the subdivision shall as a whole be responsible for maintaining said drive.

11. The restrictive and protective covenants herein 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 ^{Done Kroll} "North River Subdivision" and such persons are specifically given the right to enforce these covenants.

The grantors shall be responsible for the first half of the 1984 taxes upon said real estate. However, the grantees herein shall be responsible for the second half of the 1984 taxes upon