

The real estate herein conveyed is the same real estate which was conveyed unto Rodney H. Lewis and Betty L. Lewis, his wife, by deed of James B. Pyles, et als., dated September 1, 1971, and duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 192, at Page 683.

The real estate herein conveyed is subject to the following restrictive and protective covenants, which shall be construed as covenants running with the land:

1. The lots herein conveyed shall be used for residential purposes only and if subdivided shall contain a minimum of 20,000 square feet and which such subdivided lot shall be used for residential purposes only and be subject to the restrictions contained herein, any residence located on any lot shall not have a ground floor space of less than 1,000 square feet, exclusive of any portion thereof used for a garage, carport, or outside porch, and each such dwelling shall have a minimum cost of \$10,000.00.
2. No dwelling house or any part thereof shall be erected on any lot within thirty (30) feet from the front line of said lot facing the main drive. Nor shall any building be erected on said lot within twenty-five (25) feet of any sign line boundary of this lot.
3. No temporary buildings, shacks, or mobile homes shall be located on these lots, except during construction, which constructions shall be completed within ten (10) months from the date of the beginning of the construction and no temporary trailer, basement or such structure shall be used as a residence.
4. All materials used in and for the facing of the exterior walls of all dwellings shall be of brick, stone, veneer, aluminum, masonite, redwood or German siding. No shingle or compositions can be used.
5. The premises at all times shall be maintained in a neat and orderly manner with no open trash, refuse or unsightly accumulation or debris exposed.
6. There shall be no outdoor toilets or open drains or sewage. All water and sewage shall be disposed of by systems which shall be in accordance with the rules and regulations and under the direction and with the approval of the West Virginia Department of Health.
7. No livestock of any description nor poultry or chicken yards shall be maintained on said property.
8. No noxious nor offensive trade or activity shall be carried on upon the aforesaid lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. The grantors may access each lot owner a sum not to exceed Twenty-Five Dollars (\$25.00) per year per lot for the use, upkeep, and maintenance of the roads within all sections of said subdivision, and this includes any re-subdivided lot.
10. Culverts must be used in all driveways leading from main subdivision roads.
11. Invalidity of any one of these covenants shall in nowise affect any of the other provisions which shall remain in full force and effect.

It is agreed and understood by the parties hereto, and it is the purpose and intent of this deed, and it is hereby accepted by the Grantees, that the above described real estate is conveyed unto Robert W. Evans and Diann E. Evans, his wife, as joint tenants with rights of survivorship and not as tenants in common, that is, if the said Robert W. Evans should die before his wife, Diann E. Evans, then the entire estate in fee simple in and to the real estate herein conveyed shall be and become the sole property of the said Diann E. Evans, and that if the said Diann E. Evans, should die before her husband, Robert W. Evans, then the entire estate in fee simple in and to the real estate herein conveyed shall be and become the sole property of the said Robert W. Evans.

The 1989 real estate taxes levied and assessed upon the real estate herein conveyed shall be prorated between the parties as of date of closing, with the Grantees to assume and pay the 1990 real estate taxes and all subsequent taxes levied and assessed upon the real estate herein conveyed, although same may be assessed in the name of the Grantors.

TO HAVE AND TO HOLD the real estate herein conveyed, together with the improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas and appurtenances thereunto belonging, unto the said Robert W. Evans and Diann E. Evans, his wife, as joint tenants with rights of survivorship and not as tenants in common, his or her heirs or assigns, forever.