

# FOSSIL RIDGE COVENANTS

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The above described real estate is a portion of the same property as was conveyed to Henry F. Harner and Frances E. Harner, his wife, by deed dated July 11, 1972, from Edward Wayne Shoemaker, which deed is recorded in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 183, at Page 647 and in the Office of the Clerk of the County Commission of Hampshire County, West Virginia.

It is specifically understood and agreed by and between the parties that the following restrictions and covenants shall run with the land, to-wit:

A. The land hereby conveyed is restricted to residential use only, and no commercial, industrial or manufacturing business, building or enterprises shall be erected, maintained or operated upon said land.

B. There will be no sheep, goats, swine, kine or fowl kept or maintained upon said land. Other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of the said lands. Such other domestic animals or pets are permitted to use the common rights of way over the tracts of land of which this is a part when under the control of some person.

C. No outside toilet or open cesspool shall be built, maintained, or permitted and any sewage disposal system, including septic tank and drainage field, installed shall be entirely within the boundaries of the land owned by the parties making such installation, and not nearer than twenty (20) feet from the boundary of said land, and not nearer than one hundred fifty (150) feet to any existing well or water supply. All such installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health of the State of West Virginia.

D. All buildings and structures erected upon said land shall be on a solid foundation (poured concrete, concrete block or solid stone) and shall be constructed of good finished materials in a workmanlike manner. The permanent installation of a mobile home is not permitted, but the owner of any parcel of land may place a mobile home upon said property for his use during construction of his dwelling house, not to exceed one (1) year's duration in time. All fences, boundary markers or barriers shall be constructed of good finished material in a workmanlike manner or of appropriate vegetation, not to exceed six (6) feet in height.

E. No building shall be located upon any parcel of land nearer to any boundary than forty (40) feet. Eaves, steps and open porches shall not be considered as a part of the building for the purpose of this restriction, provided, however, that no such extension shall be built nearer than twenty (20) feet from any boundary line.

F. No high intensity street lights, nor any flood lights automatically controlled, whose general illumination shall extend beyond the boundary lines of the lands of any person making such installations shall be erected or maintained upon the land hereby conveyed, without the unanimous written consent of all property owners affected by such installations, whose source of title is from the Grantors hereto.

G. The tract of land hereby conveyed shall not be subdivided into any parcel of land containing less than two acres. This restriction shall not prohibit the sale of a lesser amount of land to an adjoining owner, to be incorporated into such adjoining tract of land and thereafter made subject to this same two (2) acre size limitation, provided, however, that such outconveyance shall not reduce the retained portion of land to less than two (2) acres.

H. The course of an existing stream or drain shall not be altered or restricted in any way which would affect any property not owned by the person making such change or restriction, and no owner shall allow any drainage into any stream or drain which would in any pollute such drain or stream.

I. Trash and refuse shall not be allowed to accumulate on the lands herein conveyed and no junk, junk vehicles or parts thereof, or vehicles not in current use shall be kept or stored thereon. All garbage shall be kept in insect and rodent proof receptacles, and removed and disposed of at least every fourteen (14) days.

J. No doublewide mobile home shall be placed, erected or installed on the tract of land hereby conveyed.

K. The roads and rights of way constructed and to be constructed by the Grantors shall be for the use and benefit of all owners of property whose source of title is from the Grantors, and the Grantors shall maintain said roads and rights of way until such time as the Grantors have conveyed ten (10) parcels of land in Fossil Ridge. At that time, the owners of the various parcels of land in Fossil Ridge shall organize a Property Owner's Association which shall thenceforth be responsible for the maintenance of said roads and rights of way, and the roads and rights of way shall be kept in good condition for the use and convenience of all such owners, and each owner agrees to contribute equally to the costs of such maintenance.

The Grantors hereby declare that the total consideration paid for the property conveyed hereby is \$7,500.00.

TO HAVE AND TO HOLD the above described real estate, together with the buildings and improvements thereon, and the rights, privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said Raymond L. Pickett and Achsah W. Pickett, his wife, as joint tenants with the right of survivorship, and not as tenants in common, his, or her, heirs and assigns, in fee simple forever.