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containing 38,430 square feet, more or less."

The real estate herein conveyed is the same real estate conveyed unto Jack E. Durst and Pauline S. Durst, His Wife, a Joint Tenants with Rights of Survivorship, by Deed of Afton R. Malick and Georgia P. Malick, His Wife, and Adrian L. Malick, Single, dated the 21st day of April, 1971, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 90, at Page 545, the said Jack E. Durst having died testate on the 2nd day of July, 1994, and by his Last Will and Testament duly recorded and probated in the aforesaid Clerk's Office in Will Book No. 42, at Page 79, wherein the said Jack E. Durst devised all of his property, both real and personal, to his beloved Wife, Pauline S. Durst.

This conveyance is subject to the following terms, stipulations, conditions and covenants, which it is mutually agreed shall be binding upon the parties of the second part herein, their heirs and assigns, and shall be considered covenants running with this land:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line, except that on all lots abutting State Roads and no building shall be located nearer than 30 and 15 feet respectively to the street property lines of said street; for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon any other lot.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of West Virginia Department of Health. Approval of such system as installed shall be obtained from such authority.

9. Easements for installations and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The 1995 real estate taxes levied and assessed upon the real estate herein conveyed shall be prorated between the parties as of the date of closing, with the Grantees to assume and pay the 1995 real estate taxes and all subsequent taxes levied and assessed upon the real estate herein conveyed, even though the property may be assessed in the name of the Grantor.

It is the purpose and the intention of this Deed and it is hereby accepted by the Grantees, that this real estate is conveyed unto them with Rights of Survivorship, that is, if the said EDWARD J. DONOHUE should die before his wife, BARBARA F. DONOHUE, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said BARBARA F. DONOHUE, and that if the said BARBARA F. DONOHUE