

This real estate is subject to the following restrictive covenants pertaining to Hampshire Heights Subdivision as follows:

1. The lot herein conveyed shall be used only for residential purposes. There shall not be erected on said lot any residence which shall have a ground floor space of less than (1,000) one thousand square feet exclusive of any portion thereof used for a garage or outside porch.
2. No dwelling house or any part thereof shall be erected on this lot within 30 feet of the front line of said lot facing "Hill Crest Drive." Nor shall any building be erected on said lot within 25 feet of any side line boundary of this lot.
3. All buildings or dwellings erected on this lot shall be of substantial building construction. All exterior construction shall be completed within eight months from the date of the beginning of construction. No temporary trailer, shack, basement or any 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 or stone veneer, aluminum, masonite, redwood or German siding. No shingles or composition siding shall be used.
5. Premises shall at all times be maintained in a neat and orderly manner, with no open trash refuse or unsightly accumulations or debris exposed. A fence or hedge may be erected on lot if neat in appearance and does not distract the beauty of the adjoining lots.
6. There shall be no outdoor toilets or open discharge or sewerage and water. All water and sewerage 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 yard shall be maintained on said property.
8. No noxious or offensive trade, or activity shall be carried on upon the aforesaid lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
9. The grantee shall assume and be responsible for the cost of maintaining that portion of "Hill Crest Drive" extending the width of their lot to the center of said Drive. All lot owners in the subdivision shall as a whole be responsible for maintaining the 150 feet of street extending from "Hill Crest Drive" to State Route No. 50/26.
10. The restrictive and protective covenants contained 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 "Hampshire Heights Sub-division" and such persons are specifically given the right to enforce these restrictive and protective covenants.