

**These covenants are a part of your deed. When you signed your deed you agreed to all of these covenants. This is a legal document that you have signed to uphold. Please consult an attorney if you have any questions regarding the legality of this contract.**

## **RESTRICTIVE COVENANTS, ALL SECTIONS, SLEEPY HOLLOW SUBDIVISION**

The above and foregoing subdivision, known as Sleepy Hollow Subdivision, is located near Mountain Lake Road, West Virginia, and is more particularly described in the appended plat and survey executed by John D. Enler, Professional Engineer, West Virginia No. 4718 on the 21<sup>st</sup> day of May, 1968. The above described real estate is a part of that certain tract or parcel of real estate conveyed to Sleepy Hollow, Inc. a corporation, by deed from Joseph A. and Carol I. Cavanaugh and Kenneth R. and Betty Jane Rankin, dated the 29<sup>th</sup> day of May, 1968 and recorded in the clerk's office of the County Court of Morgan County, West Virginia in Deed Book 74, page

This subdivision shall be subject to the following restrictive covenants, which covenants are to run with the land.

- 1) The grantor hereby dedicates to the public, for public use forever, all of the streets and rights of way shown on the attached plat or plan, EXCEPT, AS NOTED ON PLAT PLANS HERETO APPENDED.
- 2) The grantor may assess each lot owner the sum of Fifteen Dollars (15.00) per year for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners within said subdivision appointed by the grantor or to a lot owners' association elected by the lot owners. Should the rights and responsibilities be delegated to a lot owner's association whose governing board or officers are duly elected by the lot owners themselves, said owners' association through its board or officers by assess whatever reasonable figure they or it may deem necessary to maintain the roads and common facilities. Any assessment made pursuant to this paragraph shall constitute a lien and each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31<sup>st</sup> of January next following the purchase of said lot, and on or before the 31<sup>st</sup> of January of each year thereafter.
- 3) The grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefore with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land ten (10) feet wide at any point along the side, near, or front line of any said lot
- 4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period not to exceed six months.

- 5) Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 480 square feet on the main floor. This shall not include basement, garage, porch or carport. Not part of any lot sold by the grantor may be sold or used as a road or as a right of way to any property outside of said subdivision. This restriction shall not apply until said lots are sold by the grantor.
- 6) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot. The grantor reserves the right to designate one lot in the said subdivision for commercial purposes.
- 7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.
- 8) No building shall be erected closer than 25 feet to any street or road, not closer than 10 feet in the case of lots nos. 45-57, section 111k, nor closer than 10 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one dwelling, than said 10 feet set back shall apply only to the outside lines.
- 9) All toilets constructed on said lots shall conform to the regulations of the West Virginia State Health Department.
- 10) No lot in said subdivision may be re-subdivided.
- 11) The use of trailers, mobile homes or derivatives thereof within said subdivision is unauthorized except for the use of temporary camping trailers.
- 12) No trucks, buses, old cars or unsightly vehicles of any type or description may be abandoned on said lots.
- 13) No septic tanks drain fields, or portions of either shall be installed so as to be within 100 feet of shoreline of the lake constructed by the grantor.
- 14) All lot owners shall have perpetual use of the Sleepy Hollow Subdivision Lake for the purposed of fishing, swimming and boating in and on same.
- 15) No boat motors or other motors of any nature whatsoever may be used in any way in or on Sleepy Hollow Lake.
- 16) The 10 foot easement shown on the plat above described and designated as a walking easement shall be for the benefit of all lot owners, but only for the purpose of walking and fishing thereon and there from; lot owners owning lots across which said easement passes may use such land for such purposed as they desire so long as a the right of other lot owners to walk and fish the from is not obstructed or impaired.
- 17) Nothing herein is to be constructed to prevent the grantor from placing further restrictions or easements on any lot in said subdivision which shall not have already been conveyed by it.
- 18) If the grantees of Sleepy Hollow Inc., or any ot them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or the recover damages or other dues for such violation.
- 19) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.