

(*Fee St #18*) ✓

Plats, Dedication and Restrictive  
Covenants, Sections 1, 2, 3 and 4  
Sleepy Hollow Subdivision, in  
Sleepy Creek District, Morgan  
County, West Virginia

The above and foregoing subdivision, known as Sections 1, 2,  
3, and 4, Sleepy Hollow Subdivision, is located near Mountain Lake  
Road, West Virginia Route 9/5 in Sleepy Creek District, Morgan  
County, West Virginia, and is more particularly described in the

*Wald. Sleepy Hollow Stone*  
*PO: Box 117, Hudson*

appended plat and survey executed by JOHN D. EMLER, PROFESSIONAL ENGINEER, WEST VIRGINIA NO. 4718 on the 21st 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 29th 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 385.

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 per lot 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 owners' association whose governing board or officers are duly elected by the lot owners themselves, said owners' association through its board or officers may 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 be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day 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 therefor, 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, rear, or front lines of any of said lots.

(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.

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No 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. 48-57, Section III), 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, then said 10 foot set back shall apply only to 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 left or abandoned on said lots.

(13) Nothing herein is to be construed 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.

(14) If the grantees of Sleepy Hollow, Inc., or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other 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 to recover damages or other dues for such violation.

(15) 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.

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WITNESS the corporate name and seal of Sleepy Hollow, Inc., a corporation, and the signature of its Vice-President hereto affixed this 21<sup>st</sup> day of June, 1968.

(AFFIX CORPORATE SEAL) SLEEPY HOLLOW, INC., a corporation  
BY *Irving Freedman*  
Its Vice-President

STATE OF WEST VIRGINIA,

COUNTY OF BERKELEY, to-wit:

I, *Guy R. Avey, Jr.*, a Notary Public of the said County of Berkeley, do certify that *IRVING FREEDMAN*, who signed the writing above for Sleepy Hollow, Inc., a corporation, bearing date the *21<sup>st</sup>* day of *June*, 1968, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this *25<sup>th</sup>* day of *June*, 1968.

*Guy R. Avey Jr*  
Notary Public

My commission expires:

*March 21, 1973*

This instrument was prepared by Guy R. Avey, Jr.

County Court Clerk's Office *July 1, 1968 1:00 P.M.*  
Morgan County, West Virginia  
The foregoing writing, was *this day presented*  
in said office and thereupon admitted to record.

Tested *Clyde M. Graham* Clerk  
*By Irma H. H. Deputy*

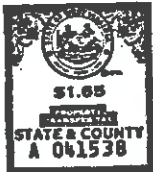
(Fee Book #19) *4*.

(\$36.30 State & County Prop. Trans. Stamps)

DEED

THIS DEED, made this 1st day of July, 1968, by and between J. R. Martin and Mary Martin, husband and wife, both in their individual and marital capacities, parties of the first part, and Alton L. Wells and Mabel V. Wells, husband and wife, or to the survivor, parties of the second part;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hands paid, receipt of which is hereby acknowledged, said parties of the first part do hereby grant and convey unto said parties of the second part, or to the survivor, as joint tenants and not as tenants in common, survivorship between said parties of the second part being hereby expressly



mailed 7/15/68  
Alton L. Wells  
Berkeley Springs, W. Va.