

76/371

(Fee Book #1056)

Plats, Dedication and Restrictive Covenants, Sections A, B, C, D, E, and F, Sleepy Hollow Subdivision, in Sleepy Creek District, Morgan County, and Hedgesville District, Berkeley County, West Virginia.

The above and foregoing subdivision, known as Sleepy Hollow Subdivision, is located near Mountain Lake Road, West Virginia Route 9/5 in Sleepy Creek District, Morgan County, and Hedgesville District, Berkeley County, West Virginia, and is more particularly described in the appended plats and surveys executed by JOHN D. EMLER, PROFESSIONAL ENGINEER, WEST VIRGINIA NO. 4718. 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 two deeds, the first from CARL E. HUBBLE, ET AL, dated the 12th day of August, 1968, and the second from CLYDE FLETCHER, ET AL, dated the 12th day of August, 1968, and both of said deeds being recorded in the office of the Clerk of Morgan County, West Virginia, in Deed Book No. 15 at page 609 and Deed Book No. 76 at page 36; in the office of the Clerk of Berkeley County, West Virginia, in Deed Book No. 238 at page 461, and Deed Book No. 238 at page 540.

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 constitute a lien on each and every lot within said subdivision until paid, and

made: May & Stapleton, Inc. 12/27/69
126 Flat Duke St. 1 M.S.P. W.Va.

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payment of said assessment and levy 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. 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 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. 17 through 31, Section C), 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) All lot owners shall have perpetual use of the Sleepy

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Hollow Subdivision lake for the purposes of fishing, swimming, and boating in and on the same.

(14) No boat motors or other motors of any nature whatsoever may be used in any way in or on Sleepy Hollow Subdivision Lake.

(15) 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.

(16) 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.

(17) 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.

WITNESS the corporate name and seal of Sleepy Hollow, Inc., a corporation, and the signature of its Vice-President hereto affixed this 23rd day of December, 1968.

(AFFIX CORPORATE SEAL) SLEEPY HOLLOW, INC., a corporation BY [Signature] Its Vice-President

STATE OF WEST VIRGINIA

COUNTY OF BERKELEY, to-wit:

I, [Signature], a Notary Public in and for the County and State aforesaid, do hereby certify that Irving Freedman, who signed the name of Sleepy Hollow, Inc., a corporation, to the foregoing instrument, dated the 23rd day of December, 1968, acknowledged the same before me in my said County and State to be the act and deed of said Corporation.

Given under my hand this 23rd day of December, 1968.

[Signature]
Notary Public

My commission expires: March 24, 1973

This instrument was prepared under the supervision of Guy R. Avey, Jr.

County Court Clerk's Office Dec. 26, 68 9:00 A.M.
Morgan County, West Virginia
The foregoing instrument, was this day presented in said office and thereupon admitted to record.

Test: [Signature]

Sleepy Hollow, Inc.

Deed of Dedication

Recorded Sept. 5, 1968

238/562

Plat, Dedication and Restrictive
Covenants, All sections, Sleepy
Hollow Subdivision, in Sleepy Creek
District, Morgan County, and
Hedgesville District, Berkeley
County, West Virginia,

The above and foregoing subdivision,
known as Sleepy Hollow Subdivision, is located
near Mountain Lake Road, West Virginia Route 9/3 in Sleepy Creek District, Morgan County,
and Hedgesville District, Berkeley County, West Virginia, and is more particularly described
in the appended plat and survey executed by JOHN D. EMLER, PROFESSIONAL ENGINEER, WEST VIRGINIA
NO. 4718. 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, and the clerk's office of the County Court of Berkeley County, West Virginia in
Deed Book _____, 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
HERE TO 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 of 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 constitute a lien on each and every lot within said subdivision unpaid paid, and payment of said assessment and levy 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. 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) No septic tanks, drain fields, or portion of either shall be installed so as to be within 100 feet of the shoreline of the lake constructed by the grantor.

(14) All lot owners shall have perpetual use of the Sleepy Hollow Subdivision lake for the purposes of fishing, swimming, and boating in and on the same.

(15) No boat motors or other motors of any nature whatsoever may be used in any way in or on Sleepy Hollow Subdivision 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 purposes of walking and fishing thereon and therefrom; lot owners owning lots across which said easement passes may use

DEED BOOK No. 238

BERKELEY COUNTY, W. VA.

such land for such purposes as they desire so long as the right of other lot owners to walk and fish therefrom is not obstructed or impaired.

(17) 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.

(18) 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 covenants, either to prevent him or them from so doing or to 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.

WITNESS the corporate name and seal of Sleepy Hollow, Inc., a corporation, and the signature of its Vice-President hereto affixed this 20th day of August, 1968.

(Corporate Seal)

SLEEPY HOLLOW, INC., a corporation

STATE OF WEST VIRGINIA,

By Irving Freedman
Its Vice-President

COUNTY OF BERKELEY, 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 20th day of August, 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 20th day of August, 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, August 22, 1968, 9:00 A. M.
Morgan County, West Virginia

The foregoing writing was this day presented in said office and thereupon admitted to record.

Wit: Clyde M. Graham, Clerk by Anna Allen, Deputy

State of West Virginia,

ss:

County of Berkeley,

Sept. 5, 1968

This Deed of Dedication dated Aug. 20, 1968 of Sleepy Hollow, Inc. was produced in this office & admitted to record at 10:00 A. M.

Wit: E. C. Dunham, Clerk County Court of Berkeley County, West Va.

#530
COUNTY COURT OF -
RECEIVED
FOR RECORD Aug. 22, 1968
9:00
o'clock M
Clyde M. Graham Clerk
Morgan Co. W. Va.
Recorded in Deed Book No.
75, Page 345

725

Sleepy Hollow, Inc.

To Deed

John H. Mathews, et al

Lot 14 Sect/2-Sleepy Hollow S-D

Recorded Sept. 5, 1968

THIS DEED, made and executed this 31st day of August, 1968, by and between SLEEPY HOLLOW, INC., a West Virginia Corporation, party of the first part, and JOHN H. MATHEWS and MARY P. MATHEWS, husband and wife, parties of the second part.

WITNESSETH, That for and in consideration

the sum of \$10.00, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey and by these presents has granted, bargained, sold and conveyed, to and unto the parties of the second part, with general warranty, the following described real estate, to-wit: Tract in Hedgesville District of Berkeley County, West Virginia, more particularly described as follows:

for the property transferred by the document to which this declaration is appended is \$650.00.

Given under my hand this 5 day of August 1968.
Ronald R. Reeder

Deed Book #75 - pg. 345

STATE OF WEST VA. }
COUNTY OF MORGAN } SS.

Aug. 21 1968 This Deed of Bargain and sale, Dated Mar. 22 1968 from Wm. T. Boye, Jr. to Ronald Reeder for Real Estate was produced in this office and admitted to record at 9:00 A.M.

Clyde M. Graham Test
COUNTY COURT OF MORGAN CO., W. VA. CLERK
By Marjorie Ours, Deputy

Fee Bk # 530 ✓

Plats, Dedication and Restrictive Covenants, All Sections, Sleepy Hollow Subdivision, in Sleepy Creek District, Morgan County, and Hedgesville District, Berkeley County, West Virginia.

The above and foregoing subdivision, known as Sleepy Hollow Subdivision, is located near Mountain Lake Road, West Virginia Route 9/3 in Sleepy Creek District, Morgan County, and Hedgesville District, Berkeley County, West Virginia, and is more particularly described in the appended plat and survey executed by JOHN D. EMLER, PROFESSIONAL ENGINEER, WEST VIRGINIA NO. 4718. 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, and the clerk's office of the County Court of Berkeley County, West Virginia in Deed Book _____, 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 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

Mailed: 8/30/68 by R. Avery, Jr., Atty. 126 E. Berkeley St. Macedonia, W. Va. 25461

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 constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy 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. 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) No septic tanks, drain fields, or portions of either shall be installed so as to be within 100 feet of the shoreline of the lake constructed by the grantor.

(14) All lot owners shall have perpetual use of the Sleepy Hollow Subdivision lake for the purposes of fishing, swimming, and boating in and on the same.

(15) No boat motors or other motors of any nature whatsoever may be used in any way in or on Sleepy Hollow Subdivision 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 purposes of walking and fishing thereon and therefrom; lot owners owning lots across which said easement passes may use such land for such purposes as they desire so long as the right of other lot owners to walk and fish therefrom is not obstructed or impaired.

(17) 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.

(18) 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.

(19) Invalidatation 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.

WITNESS the corporate name and seal of Sleepy Hollow, Inc., a corporation, and the signature of its Vice-President hereto affixed this 20th day of August, 1968.

(AFFIX CORPORATE SEAL)

SLEEPY HOLLOW, INC., a corporation

BY *Jim Goodman*
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 Irvine Freedman, who signed the writing above for Sleepy Hollow, Inc., a corporation, bearing date the 20th day of August, 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 20th day of August, 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
Morgan County, West Virginia August 22, 1968, 9:00 A.M.
The foregoing writing, was this day presented in said office and thereupon admitted to record.

Tested: Clyde M. Graham Clerk By Anna Allen, Jr.

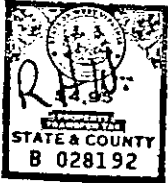
(Fee Book #531) 11 (\$4.95 State & County Prop. Trans. Stamps)

DEED

THIS DEED, made this 12th day of August, 1968, by and between W. D. Ambrose and Clara J. Ambrose, his wife, parties of the first part, and Richard Francis Whelpley and Judith Hope Whelpley, husband and wife, or to the survivor, parties of the second part;

WHEREAS, E. C. Ambrose died testate seised and possessed of the real estate herein conveyed, and by his last will and testament, of record in the office of the Clerk of the County Court of Morgan County, West Virginia, in Will Book No. 7, at page 89, he devised said real estate unto said W. D. Ambrose;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand 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 intended, and upon the death of either of said parties of the second part, his or her share to go to the survivor, with covenants of general warranty and against all liens and encumbrances, the



Paul Pass, W.Va.

STATE OF West Virginia

COUNTY OF Berkeley, to-wit:

I, Guy R. Avey, Jr., a Notary Public in and for the State and County aforesaid, do hereby certify that IRVING FREEDMAN who, as Vice President of Sleepy Hollow, Inc., a West Virginia Corporation,

~~XXXXXXXXXXXXXXXX~~ signed the writing hereto annexed, bearing date the 8th day of June, 1968, has this day acknowledged the same before me in my said County, to be the act and deed of said corporation.

Given under my hand this 8th day of June, 1968 and notarial seal

(~~APPEND NOTARIAL SEAL~~)

Guy R. Avey, Jr.
Notary Public

My commission expires:

March 21, 1973



DECLARATION OF CONSIDERATION OR VALUE

Under the penalties of fine and imprisonment as provided by law the undersigned grantee hereby declares the total consideration of the property transferred by the document to which this declaration is appended is \$1900.00.

Given under my hand this 8th day of June, 1968.

Robert A. Young, By Guy R. Avey, Jr. Atty.

Address: 10637 Weymouth St. Bethesda, Md. 20014

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

STATE OF WEST VA. }
COUNTY OF MORGAN } ss.

July 1 1968. This Deed of Bargain and sale, Dated June 8 1968, from Sleepy Hollow, Inc. to Robert A. Young et al. for Real Estate was produced in this office and admitted to record at 1:00 P.M.

Lilyde M. Shalman Test CLERK
COUNTY COURT OF MORGAN CO., W. VA.

(Fee Est. #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

74/016

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 HANKIN, 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.

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.