

THIS DEED, Made this 4th day of December, 1970, by and between HARRY A. BOSLEY and SANDRA A. BOSLEY, his wife, dba SUNRISE LAND COMPANY, a partnership, parties of the first part, hereinafter called the GRANTORS,

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THEODORE O. ABE and ANNA JANE ABE, his wife, parties of the second part, hereinafter called the GRANTEES.



WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey, with covenants of general warranty, unto the said Theodore O. Abe and Anna Jane Abe, his wife, as joint tenants with the right of survivorship, and not as tenants in common, that certain tract of land known as LOT NO. THIRTEEN (13) in the "Sunrise Heights" subdivision situate approximately two miles south of the Town of Fort Ashby, Mineral County, West Virginia, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the end of the following six reference lines from the intersection of the center of Painter Road and a new road 40 feet wide known as Sunrise Drive and running with the center line of Sunrise Drive (1) South 66 deg. West 155 feet, thence (2) South 77 deg. West 177 feet to boundary line of 44.39 acre tract, thence across said boundary line 26 feet along line number 2, thence (3) South 83 deg. 30' West 283 feet, thence (4) South 66 deg. 30' West 100 feet, thence (5) South 62 deg. West 321 feet, thence (6) South 29 deg. East 20 feet to the beginning of the parcel of land hereby conveyed, thence running with the west side of Lakeview Drive, South 29 deg. East

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KITTRELL, W. VA.

134.5 feet, thence South 54 deg. 40' West 143.37 feet, thence North 37 deg. 30' West 95 feet to the south side of Sunrise Drive, and running with Sunrise Drive the following three courses, North 32 deg. East 92.5 feet, thence North 44 deg. East 41.5 feet, thence North 62 deg. East 36.0 feet to the BEGINNING containing 0.435 acres.

The above described real estate is a portion of the same real estate which was conveyed to Harry A. Bosley and Sandra A. Bosley, dba Sunrise Land Company, a partnership, by deed dated July 17, 1970, from Harry A. Bosley and Sandra A. Bosley, his wife, which deed is recorded in the Office of the Clerk of the County Court of Mineral County, West Virginia, in Deed Book No. 172, at page 682.

The following RESTRICTIONS and RESERVATIONS shall apply to all lots in the "Sunrise Heights" subdivision:

1. LAND USE AND BUILDING TYPE:

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 family dwelling, not to exceed two and one-half stories in height, and a private garage for storing cars of the occupants of the dwelling, except as modified in next paragraph. No lot shall be sub-divided to less than original acreage or 1/2 acre, whichever is smaller.

No shops, store, trailer, temporary living structure, factory, hospital, asylum, institution, tourist home or business house of any kind and no apartment house, (and any building arranged to accommodate more than two families shall be considered an apartment house) shall be erected on said property, or maintained on said property. This clause shall not, however, except as specified, restrict the use of residences for purposes not objectionable in a residential district, nor prohibit the use of said property for

professional purposes, for churches and other places of worship, for libraries, museums, art galleries, or for recreational buildings, play grounds and parks. The developers or utility companies may use such land as is needed for wells, water tanks or other facilities for providing utilities.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Sunrise Land Company, showing the quality of workmanship, materials, harmony of external design with existing structures and the location with respect to topography and finished grade elevation. No dwelling will be of a concrete or concrete block appearance. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. When thirty (30) lots have been sold, there shall be a committee of three elected yearly by the lot owners, with the owner of each lot having one vote. The committee shall from then on take over the authority of the Sunrise Land Company, in regard to the administration of the Architectural Control.

3. ARCHITECTURAL CONTROL COMMITTEE:

Approval or disapproval of the Sunrise Land Company, as required in these covenants shall be in writing. In the event the Sunrise Land Company or the committee, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

If no legal action with respect to a breach of this covenant shall have been commenced and no notice of lis pendens with respect thereof

recorded in the appropriate Clerk's Office within sixty (60) days after completion of such residence or other building, or alterations or additions thereto, it shall conclusively be presumed that there has been full compliance with this provision.

4. DWELLING COST, QUALITY AND SIZE:

The main dwelling must be constructed before the erection of any secondary building, and any residence or dwelling house erected or kept on said land must have 1,000 square feet or more of surface on the first floor inside the house and exclusive of garage, breezeway, car port, and porches; with brick or stone houses, the brick or stone must be carried to grade in the front of the house.

5. NUISANCES:

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 a nuisance to the neighborhood.

6. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No unlicensed automobiles may be stored outside a garage.

7. ADVERTISING:

No sign-boards or advertising posters are to be permitted, except signs or notices which may offer the property for rent or for sale, which shall not be over six (6) square feet in area, or small professional signs, not over one (1) square foot in area, designating the location of professional offices on the property. Houses which have never been occupied may be advertised for sale with signs not more than four (4) feet by four (4) feet.

8. EASEMENTS:

The grantors reserve for themselves, their successors and assigns, a permanent easement on each lot within ten (10) feet of any boundary for the carrying of utilities or sewage, and for the necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with the natural drainage of surface water to the injury of other property.

9. SUNRISE LAND COMPANY:

Sunrise Land Company, hereby reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues, roads, or public highways shown on the plat, or developed, constructed, or specifically reserved by deed. Reference to streets, avenues, roads, or public highways is for the purpose of description only, and not dedication. The buyer, his successors and assigns are guaranteed rights of access to his lot over any rights of way held by Sunrise Land Company for the purposes of ingress, egress and utilities service.

10. LIMITATIONS ON USE:

No part of any lot shall be used for a roadway as access to any property lying outside of Sunrise Heights unless the Sunrise Land Company gives written consent. This restriction shall not be binding upon the Sunrise Land Company.

11. BUILDING LINES:

Any building which may be erected on any lot shall be so placed that no portion thereof shall be nearer than thirty-five (35) feet to any road on which it fronts or sides. No building, nor any part thereof, including porches, shall be nearer than ten (10) feet to any adjoining lot lines.

12. ANIMALS:

No animals shall be kept upon the premises except dogs and cats

as pets and not more than three (3) such animals shall be kept on any lot. This does not prohibit the keeping of gold or other fish in or out of a house, or canaries or other small birds in a dwelling.

13. LAWNS AND SHRUBBERY:

Lawns and shrubbery must be completed within 180 days of occupancy, or the Sunrise Land Company may so install these items and charge property owners for all expenses.

14. GENERAL PROVISIONS:

(a) Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from September 1, 1970, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(b) Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

(c) Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD the above described real estate, together with the buildings and improvements thereon, and the rights, privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said THEODORE O. ABE and ANNA JANE ABE, his wife, as joint tenants with the right of survivorship, and not as tenants in common, his, or her, heirs and assigns, in fee simple forever.

WITNESS the following signatures and seals:

Harry A. Bosley (SEAL)  
Harry A. Bosley

Sandra A. Bosley (SEAL)  
Sandra A. Bosley

STATE OF WEST VIRGINIA,  
COUNTY OF MINERAL, to-wit:

I, Donetta Paschilla, a Notary Public in and for the State and County aforesaid, do hereby certify that Harry A. Bosley and Sandra A. Bosley, his wife, dba Sunrise Land Company, a partnership, whose names are signed to the foregoing and hereto annexed deed bearing date December 4, 1970, have each this day acknowledged the same before me in my said County.

Given under my hand this 4th day of December, 1970.

My Commission expires:

Nov 30, 1975

Donetta Paschilla  
Notary Public

"DECLARATION"

Under the penalties of fine and imprisonment, as provided by law, the undersigned hereby declares that the total consideration paid for the property transferred by the document to which this declaration is appended is \$ 500<sup>00</sup>.

Given under my hand this 4th day of December, 1970.

Name Harry A. Bosley

Status Director

Address Rt. 1, Box 220-B  
Ridgely, W. Va.

Prepared by:

C. Reeves Taylor  
Swadley & Taylor  
Keyser, West Virginia

SWADLEY & TAYLOR  
ATTORNEYS AT LAW  
KEYSER, W. VA.

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on this 4th day of December, 1970 at 3:10 o'clock P. M., the foregoing deed with the certificate thereto annexed, was presented in the Office of the Clerk of the County Court and admitted to record.

Paul E. Kemp  
Clerk County Court meu