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## ARTICLE V

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Rate of Assessments And Voting Rights

Section 1. The Association shall have seven classes of voting memberships:

Class A-1: Class A-1 members shall be all those owners of lots, with dwellings thereon, containing one-third (1/3) of an acre or less. Class A-1 members shall have one vote for each such lot and shall be subject to monthly assessments in proportion to other Class A-1 members for each such lot.

Class A-2: Class A-2 members shall be all those owners of lots, with dwellings thereon, containing more than one-third (1/3) of an acre. Class A-2 members shall have one vote for each such lot and shall be subject to monthly assessments in proportion to one and one half (1½) times that of Class A-1 members for each such lot.

Class A-3: Class A-3 members shall be all those owners of lots, of whatever size, which do not have dwellings thereon at the time of purchase. Class A-3 members shall have one-half (1/2) vote for each such lot and shall be subject to monthly assessments in proportion to one-half (1/2) that of a Class A-1 member for each such lot. Upon the construction and completion of a dwelling, Class A-3 memberships shall cease and become converted into another class of membership, as herein provided.

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Class D: Class D members shall be the Developer, his heirs, and assigns. The Class D member shall have three (3) votes for each lot, of whatever nature, which he owns, provided such lots have not been leased to a Class C member. The Class D member shall not be subject to special or monthly assessments on any such lot, provided that the Class D membership shall cease and become converted into another class of membership, as herein defined, upon the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in all other classes of memberships, as herein defined, equal the total votes outstanding in the Class D membership or,
- (b) On the first day of January, 19 82.

From and after the happening of these events, whichever occurs earlier, the Class D member shall be deemed to be a member of one of the other classes, as herein defined, and shall be entitled to vote and shall be assessed accordingly.

#### ARTICLE VI

##### Covenants And Restrictions

Section 1. The residential Class A-1 members, Class A-2 members, and Class A-3 members, as herein defined, shall be subject to the following covenants and restrictions:

- (a) No lot shall be divided or subdivided for any reason except to permit nominal boundary line adjustments.

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(b) No house trailer or temporary structure may be stored on any lot; recreational vehicles may be stored on lots but may not be kept on the street side of any lot. This shall not prohibit the placing of a trailer or any other temporary structure upon the premises during, and incidence to, the construction of house upon said premises; such temporary structure shall be removed upon substantial completion of said house; no recreational vehicles or temporary construction structures may be used as a residence.

(c) No more than one dwelling shall be constructed on any one lot.

(d) No more than one garage or car shelter shall be erected upon said premises, nor shall such structure be larger than necessary to contain three (3) automobiles or average-size recreational vehicles.

(e) Each owner shall keep all lots owned by him, and all improvements thereon, in good and reasonably attractive repair, including but not limited to the regular and timely seeding, planting and maintenance of lawns, the pruning and cutting of trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements. All construction work by or on behalf of lot owners shall be conducted in a manner and time which does not cause nuisance to residents of the subdivision.

(f) No signs, billboards, or advertising devices of any kind, except those in any subsequent sale of the property, shall be placed or otherwise

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installed on any residential lot or building within the subdivision, except that signs may be used to promote the sale of improved or unimproved lots within the subdivision.

(g) No house shall be constructed on the premises having more than three (3) floors, nor with a floor area of less than 800 square feet. All dwellings shall have exteriors made of appropriate and permanent materials.

(h) Domesticated house pets shall be allowed within the subdivision if contained within a fenced-in area, or secured by a leash, chain or rope, but the property shall not be used for the commercial sale or maintenance of animals.

(i) No resident shall maintain, operate, or permit upon the premises anything obnoxious, dangerous, unsightly or unnecessarily noisy or otherwise offensive to other residents of the subdivision.

(j) Open fires shall not be permitted on any part of the property. Chimneys and outdoor fireplaces shall be equipped with flu screens.

(k) All toilet facilities shall be contained within the dwelling house and shall empty into a public or subdivision sewage sytem. All water and sewage facilities shall be built and maintained in accordance with the requirements of the West Virginia State Department of Health.

(l) No inoperative motor vehicle of any kind shall be parked in the open, and no unregistered motor vehicle shall be driven upon any street of the subdivision.

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(m) No fence shall be permitted within the subdivision except fences erected by the developer or by individual lot owners, provided that the lot owners' fence be along their back property lines, along their side property lines to points opposite their front building line and across their lot from said points to the front corners of their house.

(n) All governmental building codes, health regulations, and zoning restrictions applicable to said property now or as may be hereafter made applicable, shall be observed. In the event of any conflict between any provision of any governmental code, regulation, or restriction and any provision of these covenants, the more restrictive provision shall apply.

(o) No property owner shall discriminate against any person in the sale or leasing of any lot or other parcel of the subdivision on the basis of race, creed, national origin or sex.

#### ARTICLE VII

##### Property Rights And Rights Of Enjoyment Of Common Property

Section 1. Each member, unless his member-  
privileges ship ~~rights~~ are temporarily suspended pursuant to the preceeding paragraphs, shall be entitled to the use and enjoyment of the common properties and facilities of the Association.

Section 2. Any member may delegate his or  
privileges her ~~rights~~ of enjoyment in the common properties and facilities to another person, either guest or tenant, who temporarily resides on the property.

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Section 3. The Developer may retain the legal title to the common properties until such time as he has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for himself, his heirs and assigns that he shall convey the common properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1982.

#### ARTICLE VIII

##### General Provisions

Section 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any member thereof subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the membership has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every member at least ninety (90) days in advance of any action taken.