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RESTRICTIVE COVENANTS, CONDITIONS, LIMITATIONS AND STIPULATIONS RELATIVE TO  
SUNRISE SUMMIT SUBDIVISION, SHERMAN DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA

The undersigned, Sunrise Development Company, Inc., a corporation, being the owner in fee of all that certain Sunrise Summit Subdivision situate on Ebenezer Mountain, about three miles east of the Town of Romney, in Sherman District, Hampshire County, West Virginia, a plat of said subdivision being of record in the Office of the Clerk of the County Court, Hampshire County, West Virginia, in Map Book No. 1, at Page 104, does hereby make, publish and declare the following declaration as to covenants, conditions, limitations, stipulations and uses to which the lots and parcels of real estate constituting said subdivision may be placed, and further specifying that said declarations shall constitute covenants to run with the land as provided by law, and shall be binding on all persons, firms and corporations claiming under them, and for the benefit of and as limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in design and use as herein specified:

- (1) All and each of the covenants, conditions, restrictions and conditions as herein set forth shall be perpetual and shall apply to and be forever binding upon the Grantee, his heirs, assigns, executors, administrators, and personal representatives.
- (2) 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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- (3) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line, except that on all lots abutting State Roads and no building shall be located nearer than 30 and 15 feet respectively to the street property lines of said streets; for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
- (4) 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 nuisance to the neighborhood.
- (5) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

WILLIAM H. ANSEL, JR.  
ATTORNEY AT LAW  
ROMNEY, WEST VIRGINIA

Filed: *Adrian Malik's*  
*Box 80*  
*Romney W Va*

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- (6) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (7) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- (8) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (9) No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of West Virginia Department of Health. Approval of such system as installed shall be obtained from such authority.
- (10) Easements for installations and maintenance of utilities and drainage facilities are reserved over or under the front side or rear eight feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- (11) Sunrise Development Company, Inc., a corporation, will, until the sale of substantially all of the lots in said subdivision, charge, assess and collect from each of the property owners in said addition a reasonable fee for the purpose of providing funds for the construction, maintenance, repair and reconstruction of all roads and ways in said subdivision, and during said period of time Sunrise Development Company, Inc., shall be responsible for the construction, maintenance, repair and reconstruction of all roads and ways in said subdivision. At such time as substantially all of the lots in said subdivision have been sold, the owners of the various lots in said subdivision shall cause to be incorporated and organized a property owners association which shall henceforth have the responsibility of construction, repairing, maintaining and reconstructing all roads and ways in said subdivision, and Sunrise Development Company, Inc., shall at that time transfer and assign to said property owners association all interests in the roads and ways in said subdivision, and all funds held by it arising out of the collection of the fees and charges aforesaid. Said property owners association shall henceforth charge and assess the various property owners in said addition with reasonable fees and charges with which to provide funds for the maintenance and construction of said roads and ways.
- (12) No dwelling house, including modular homes and structures of like nature, shall be constructed upon the lots of this subdivision at a cost less than Seventeen Thousand Dollars (\$17,000.00) when completed.