

THIS DEED, made this 27th day of December, 2016, by and between STONERIDGE PROPERTIES, LLC, A WEST VIRGINIA LIMITED LIABILITY COMPANY, Grantor, and _____, Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantor, STONERIDGE PROPERTIES, LLC, A WEST VIRGINIA LIMITED LIABILITY COMPANY, does hereby **Grant and Convey** unto the said Grantees, _____, as joint tenants with right of survivorship, and with covenants of **General Warranty**, all that certain lot or parcel of real estate, together with the buildings and improvements thereon and the appurtenances thereunto belonging, situate, lying and being in Union District, Monongalia County, West Virginia, and more particularly bounded and described as follows:

- (1) The property shall only be used for a detached single family residential dwelling and outbuildings incident to said use. No dwelling shall be constructed upon the property which contains less than two thousand Four Hundred(2,400) square feet of finished living space, exclusive of basements, porches, decks and finished or unfinished garage(s).
- (2) Once construction of the residential dwelling is commenced, the improvements must be completed, including the exterior work within twelve (12) months and all grading and landscaping shall be completed within Eighteen (18) months, subject to weather conditions only.
- (3) Sidewalks, if any, are to be surfaced with pavers or concrete within Eighteen (18) months of commencement of construction.
- (4) There shall be no commercial vehicles parked in driveways or yards, all the same must be parked in garages.
- (5) No residence shall be occupied until the same has been substantially completed.

- (6) There shall be an initial road impact fee collected at closing for each lot sold from Grantor to lot purchasers of \$800.00.
- (7) Each lot owner shall be jointly responsible for road maintenance (upkeep and snow removal). Lot owners shall also be responsible for the joint maintenance and upkeep of the entryway to the neighborhood. This includes grass cutting and sign maintenance. Each lot owner shall pay an annual maintenance fee to Grantor for the upkeep of said road and entryway. The initial fee shall be \$800.00 per year. Once Grantor has sold all lots within Sweatbriar, monies for maintenance shall be collected by the homeowners.
- (8) No house or building shall be located nearer than thirty (30) feet from the front and back property boundary line or twenty (20) feet from either side boundary line. For the purpose of this restriction, eaves, covered porches, balconies and decks shall be considered as part of the construction.
- (9) No structure of a temporary character, trailer, basement, barn or garage shall be used at any time as a residence, either temporarily or permanently. No house trailer, mobile home, double-wide or manufactured home as defined by West Virginia Code Section 21-9-2 may be parked on the property or used as a dwelling on the property. Pre-engineered houses and modular construction are permitted and panelized construction is permitted. Guest Houses may be constructed on the premises, but must be of the same construction materials as the main dwelling and must be placed and designed such that it is no more than Fifty(50) feet from the primary dwelling. The guest house may not have its own address.
- (10) The fuel used in the dwelling or other structures shall be of the smokeless type; however, so-called fireplaces and/or wood stoves, in which wood is used as fuel shall be excepted from this provision.
- (11) Animals, other than child-friendly household pets, are not permitted. Such child friendly house hold pets shall not be permitted to run at large or cause damage to other property owners. No animals or livestock of any description, except the usual household pets, and those pets that are kept upon the property shall not be permitted to cause damage, injury or nuisance to other owners or their property.
- (12) Dog/animal shelters are not permitted, and there shall be no commercial animal breeding activity permitted upon the property. Common dog houses, however, are permitted.
- (13) Neither the property nor any building erected thereon shall be used at any time for the purpose of any trade or manufacture any kind, and no junk cars or any noxious, offensive or illegal activities shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. At home

offices and businesses are permitted so long as they are not advertised anywhere on the exterior of the premises or on the interior where they can be seen from the exterior of the premises.

- (14) Other than a “house for sale” sign up to a maximum of six (6) square feet, no commercial signs or other similar signs shall be erected, placed or maintained on the property or on any common area.
- (15) All property, whether occupied or unoccupied, and any improvements thereon, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- (16) No building shall have concrete blocks and cinder blocks or concrete masonry exposed in any manner. In the event any concrete block is used in the construction of any building on said property, the exterior of the same shall be covered with siding(Hardy, Everlast or the like, not vinyl or aluminum), brick, stone, or cultured stone so as to prevent the exposure of the concrete blocks.
- (17) The exterior wall surfaces of all buildings shall be of either masonry construction, wood, or attractive synthetic siding such as Hardy Plank or Everlast. Vinyl and Aluminum siding, stucco and drivet are not permitted. Not less than thirty (30) percent of the front facing of each dwelling shall be of “Masonry Construction” and all foundations shall be finished with masonry to not less than Six (6) inches above grade. Specific and appropriate variances to this requirement may be granted on a Unit basis under special circumstances, depending on the style, location, size, character and over-all post construction esthetics of the dwelling and Unit. “Masonry Construction” shall be limited to that of brick or natural or cultured stone. No building or other improvement shall have concrete or cinder blocks or concrete masonry exposed in any manner. For the purpose of this provision, the term “foundation” shall mean, all portions of the dwelling situate below the Main Floor, as defined above.
- (18) No outside toilet or individual water well shall be constructed on the property. All plumbing fixtures, dishwashers or toilets shall be connected to a septic system approved by the Monongalia County Health department or related state agency.
- (19) Recreational vehicles, boats, trailers, snowmobiles, four wheelers, jet skis, motor homes, RV may not be parked in driveways or yards.
- (20) All building plans and materials must be approved by Grantor, his heir, successors and/or assigns, in advance of building.
- (21) The property may not be subdivided.
- (22) Grantees are responsible for the cost and installation of their own utility services and any extensions needed to Grantees from the existing services to the property conveyed herein.

The Grantors reserve the right to approve the location of, installation of or additions to any utilities placed within the easements granted herein.

- (23) All utility services servicing the property shall be constructed underground.
- (24) No fuel tanks or similar storage receptacles may be exposed to public view.
- (25) All lawns must be well maintained at all times. Grass shall be kept at a height of no more than Six(6) inches at all times. Any property which is sold but not yet built upon must still be maintained and kept attractive by its owner at all times.
- (26) No junk or personal articles of any type shall be placed upon or stored upon the property which is visible from the exterior which includes the streets, or neighboring lands.
- (27) Cars are not permitted to be routinely parked on streets, yards or lawns.
- (28) All construction sites must be kept neat, clean and free of any scattered debris and trash every day throughout the construction process.
- (29) (a) During construction, all property lines must be aggressively protected by ditching, bales of straw, silt fence or other acceptable means to prevent silt, dirt or mud from washing onto adjoining property and more particularly into the storm water ditches, culverts or roadways.

(b) In any areas where the natural vegetation has been removed, appropriate of the measures must be taken to prevent erosion soil.
- (30) Any damage done to roadways by Grantee, his heirs, successors and assigns, shall be repaired at Grantee's expense.
- (31) No Lot, or any portion thereof, shall be rented by the owners thereof for transient purposes, which shall be defined as a rental for any period less than Six (6) months.
- (32) No above-ground pools shall be erected, constructed or installed on any Lot except that above-ground pools which are integrated within the construction of a building or decking around the building and above-ground spas or Jacuzzis, may be permitted. All pools shall be properly fenced at all times. All pools and fences must be approved by the Grantor.
- (33) There will be no fences erected adjacent to or along the property lines of individual lots. However, it is not intended that this restriction shall prohibit the erection of fences for encompassing outdoor privacy areas adjacent to or in proximity to the rear of a single family dwelling house. Non-climbable fences may be constructed around pools as required by law. However, in no case shall any fence exceed six (6) feet in height. The following types of fences may be permitted by the Grantor on the borders of the lot including the front or "street side" of the lot: Rot iron or like fences that are "see through" and do not block the view of the home.

Ultimately, all fences, both type of and placement of, must be approved by the Grantor, his successors and/or assigns.

(34) Each Unit Owner must install an individual septic system on each developed Unit, which septic system, when installed, shall conform to all reasonable standards and specifications hereafter promulgated by the Monongalia County Health Department.

(35) All driveways are to be constructed of concrete, pavers and shall be completed within Twenty Four(24) months of commencement of construction. Further, each dwelling shall have sufficient off-street parking to service the dwelling. The location and design of which must be approved by the Grantor. Each Unit owner shall be responsible for placing adequate and appropriate metal culverts under sidewalks and/or driveways in order to facilitate the proper drainage. Culverts must be a minimum of 15”.

(36) No dwelling on any Unit may be constructed containing more than two stories above ground if the same would obstruct the view from any other Unit, whether developed or not. No other structures may be erected to likewise obstruct the view from another Unit, with the obvious exception of the residential home to be constructed upon each Unit which, of course, must be approved by the Grantor.

(37) No “copy” homes shall be constructed on the lot. Meaning that no home may be built to the exact or extremely similar plan as another home already in Sweetbriar Estates.

(38) All homes shall construct a minimum of one lighted column at the edge of the driveway. Said column must be covered with stone/brick to match the home and must be at least 3’ x 3’ in diameter and a minimum of 5 feet high.

Grantor reserves the right to grant reasonable variances to the restrictions above without requiring the consent of other owners of “Sweetbriar” lots.

Grantor agrees to be responsible to install and incur the cost of the “base” coat of asphalt on the joint use right of way. Grantor will provide a minimum of a 4” base coat of asphalt on the common joint use roadway. Once any portion of the roadway is paved by Grantor, all future maintenance and improvements to that portion of roadway shall be exclusively the obligation of Unit owners of Sweetbriar lots. Grantor shall in no way be responsible for a “final” paving coat. Grantee and other Grantees of lots in Sweetbriar shall bear the full cost of the “final” paving coat. The decision to final coat or seal the base coat of the road shall be at the sole discretion and cost of the lot owners.

Together with a 40-foot access and utility easement for ingress, egress, regress and general utility use to and from Monongalia County Route 65 (Stewartstown Road).

This conveyance is made subject to any and all exceptions, conditions, restrictions, reservations, easements and rights-of-way as the same are found in the subject parcel's chain of title.

The real estate herein described and conveyed is assessed for taxation purposes upon the 2017 Land Books for the Union District, Monongalia County, West Virginia, as part of the following:

Stone Ridge Properties, LLC
Tax Map 3 Parcel 4.4
35.073 Acre Surface Forks of Cheat

DECLARATION OF CONSIDERATION OR VALUE

In compliance with Article 22, Chapter 11, of the Code of West Virginia, the Grantor herein does declare that the total consideration paid for the property transferred by the document to which this declaration is appended is \$_____

**THE GRANTOR IS A RESIDENT ENTITY OF THE STATE OF WEST VIRGINIA, AND IS NOT
SUBJECT TO STATE WITHHOLDING TAX.**

WITNESS the following signature and seal:

STONERIDGE PROPERTIES, LLC, A WEST VIRGINIA
LIMITED LIABILITY COMPANY

BY: _____
DAVID VITEZ, ITS MEMBER

State of West Virginia,
County of Monongalia, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, _____, by Stoneridge Properties, LLC, a West Virginia Limited Liability Company, by David Vitez, its member.

{SEAL}

Notary Public
My Commission expires:_____

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION, TITLE REPORT, TITLE CERTIFICATE, OR TITLE INSURANCE COMMITMENT AND NEITHER THE PREPARER NOR THE LAW OFFICE OF JEFFREY L. ARNETT, PLLC BY THE PREPARATION OF THIS INSTRUMENT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS OF ANY KIND, NATURE, OR CHARACTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS RELATING TO THE QUALITY OF TITLE, THE NATURE OF TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE CONDITION OF THE PROPERTY, ACCESS TO THE PROPERTY, OR THE CAPACITY OF ANY OF THE GRANTORS TO GRANT OR CONVEY TITLE.

This instrument was prepared without title examination by:
Jeffrey L. Arnett , Attorney at law
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Morgantown, WV 26508