

## **RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS FOR TIMBER TRAILS SUBDIVISION**

The following restrictive covenants and reservations shall apply and be binding upon all real property situate in Timber Trails Subdivision as shown on the plat of said Subdivision which shall be recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, and shall be considered covenants running with the land, and shall be binding upon all owners of property in said Subdivision, their heirs, successors and assigns.

### **SETBACK MINIMUMS**

No building or any part thereof shall be erected on any Lot closer or nearer to any front lines, rear lines or any street lines, closer than forty feet (40'); further, no building or any part thereof shall be erected on any lot closer or nearer to any side boundary lines closer than 20 feet (20'), and there are set back lines as shown on the plat of Timber Trails Subdivision, except that if one individual owns more than one contiguous and adjacent lot, the 20 foot (20') set back lines on the side interior boundaries would not apply to any interior boundary lines between the individual's two or more contiguous lots, so that an individual owning two or more lots could build in the middle of the same without violating these covenants. Any existing structures upon The Properties at the date of this Declaration are exempted from compliance with the provisions of this Article.

### **UTILITY EASEMENTS**

The developer reserves unto itself, its successors and assigns, the right to construct and maintain all utility and electric lines, or to grant rights of way therefore, with the right of ingress and egress for the purpose of installing or maintaining the same on, over or under a strip of land twenty feet (20') from the side and rear lines of each Lot, and forty feet (40') from the rear boundary of the Lots on the perimeter of The Properties, and twenty feet (20') from all street lines. Such utility easements are to include, but are not limited to, telephone or electric light poles, conduits, equipment, sewer, gas, and water lines. Within the aforesaid easements, no structures, plantings or improvements or other materials shall be placed or permitted to remain. The easement areas shall be kept as lawn so as not to inhibit access to the roadways, and shall be kept free of permanent improvements, trees, shrubbery and/or fences, in order to allow free access to service utilities. Any Lot Owner violating these provisions undertakes to do so at his or her own risk and is deemed to waive and release any and all parties from any and all claims or damages to said improvements if and when maintenance or other work is performed within the easement area. Each road right of way is forty feet (40') in total width, being twenty feet (20') on either side of the roadway center line. Street lines shall be measured from the edge of the right of way.

### **RESIDENTIAL AND AREA USES**

All lots shall be used for residential and recreation purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not

less than 700 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding.

- a. A private garage may be built separately or attached to and made part of the dwelling, but must be of the same materials and conform in construction to the dwelling. The garage shall not precede the construction of the dwelling.
- b. All exterior construction must be completed and closed within one (1) year of the commencement date of excavation. All dwellings shall have an enclosed permanent foundation.
- c. There shall be no trailers, buses, pre-fabricated all metal homes, or any derivative of the foregoing situated on any lot as a residence or for storage either temporarily or permanently. However, camper trailers shall be permitted on a temporary basis. Mobile homes and double-wide mobile homes are permitted to be permanently placed upon the lots and shall be situated upon and enclosed permanent foundation. The mobile home or double-wide mobile home must have a minimum nominal exterior dimension of 14' x 70' for single-wide mobile homes and 24' x 48' for double-wide mobile homes.
- d. Improvements and construction for the maintenance of animals shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. No such improvements shall precede the construction of the dwelling. Each Lot Owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any lot.

#### SEWAGE AND JUNK

No dwelling shall be erected or maintained on any Lot, unless there is constructed with it, a permitted system for disposal of sewage, which must be approved by the West Virginia Division of Health. No outside toilet or closet shall be erected on any Lot. Junk, inoperative or unlicensed vehicles may not be stored or kept on any Lot unless housed in a garage of the type described above.

#### ADVERTISING

No advertising signs or billboards of any nature shall be erected, placed or maintained on any Lot, with the exception of address, identification signs, builders' job location signs and real estate signs offering the premises for sale, none of which exceptions shall exceed five square feet in size. Developer shall have the right to construct subdivision entrance signs and structures, which shall remain erected on the Lot upon which each is situated. The Property Owners Association shall repair and maintain such signs and structures, and shall have the right to enter upon the property on which the same are affixed as it reasonable necessary for maintenance.

## AGRICULTURE

No swine, livestock, horses or poultry shall be raised, bred or kept on any Lot for commercial purposes, but household pets, such as dogs and cats, may be kept provided they are not permitted to run at large so as to become an annoyance to other Lot Owners and further provided that they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, swine, poultry, horses and livestock shall be permitted on Lots for personal use, provided at least one acre per each grazing animal (I.e. livestock and horses) is fenced for the maintenance of said animal. No more than twenty (20) individual fowl may be kept on any single lot at any one time. No trapping of wildlife shall be permitted within The Property, save that hunting is permitted in accordance with West Virginia Law.

## COMMERCIAL USE

No Lot shall be used for commercial purposes, save that Lots may be utilized for in-home occupations, although no signs or advertisements thereof will be permitted within the property. While any business invitees thereof shall have the use of the subdivision roadways, such use shall be for ingress and egress only. Such in-home occupational use shall not be permitted to become a nuisance to other Lot Owners. Specifically, no vehicle-related occupations are permitted, such as body and repair shops, used car lots, or metal and welding type occupations, etc.

## NUISANCE

No noxious, noisy or offensive activity shall be carried on within the properties, nor shall anything be done therein which may be or which may become an annoyance or nuisance to the neighborhood. No toxic or hazardous materials shall be produced or within the Properties at any time.

## WASTE

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 materials shall be kept in a clean and sanitary condition. All Lots shall be kept free and clear of trash and rubbish at all times and shall be kept mown, and no salvage or junk yard operations are permitted within the Properties.

## RECREATION USE

No trail bikes, mini-bikes or similar all terrain vehicles, or snowmobiles shall be permitted to be driven upon the roads within The Properties unless duly licensed, with mufflers, and then only for ingress and egress.

## SWALE AND DRAINAGE AREAS

All drainage patterns and swale areas as naturally patterned across Lots within the Properties are reserved and shall not be disturbed, barricaded or filled. Permanent easements are reserved over these natural patterns for storm water runoff.

## MISCELLANEOUS COVENANTS

- a. The lots in this Subdivision are to be served by individual wells and septic systems solely at purchasers cost. Further, no well shall be constructed within ten feet (10') of any boundary line
- b. All twenty foot wide utility easements as shown on the plat of the Subdivision shall be within the 20 foot building setback areas unless otherwise indicated on the plat.
- c. These lots are taken subject to the exceptions and reservations as indicated as Notes A, B, C, D, E, F, G, H, and I, as shown on the plat of Timber Trails Subdivision, which by reference is made a part hereof.

## FURTHER SUBDIVISION

Lots Nos. 1, 2, 7, 8, 9, and 10 cannot be subdivided further. Lot Nos. 3, 4, 5, and 6 may be subdivided further provided that any new lot created cannot be less than five acres and is subject to these protective covenants.

## FURTHER RIGHTS OF WAY

No rights of way or easements shall be granted or created across or upon any lot in said Subdivision except for those rights of way and easements as shown on the plat of said Subdivision, and except when a new lot is created from an existing lot. No right of way through any lot in this Subdivision leading to any realty outside this subdivision, even if owned by the same person, is permitted, as no through rights of way shall be allowed.

## VIOLATIONS

In the event of violations or the Association's enforcement of any of the covenants and restrictions applying to The Property, the cost and expenses attendant thereto shall be paid by the violator as part of any judgment or remedy obtained.

## ROADS AND RIGHTS OF WAY

As this Subdivision has been created lying adjacent to West Virginia Secondary Route 45/9, which fronts each lot except Lot No. 5, the following conditions and covenants concerning roads and rights of way in the Subdivision shall apply:

- a. Lot No. 1 shall be serviced by a private driveway to be created by developer, and

which upon sale shall be solely maintained and owned by the owner of Lot No. 1, at his/her expense.

- b. Lot Nos. 2 and 3 shall be serviced and accessed by a private driveway entrance to be created by developer as shown on the above referenced plat and which upon sale shall be solely maintained and repaired equally by the owners of Lot Nos. 2 and 3. This driveway entrance is set forth as a 40 foot wide right of way between the two lots, with one-half of said right of way being on each lot for a distance of 75 feet, and said right of way is also reserved to the developer for all pertinent and proper reasons, including utility installation.
- c. Lot No. 8 shall be serviced and accessed by a private driveway to be created by developer and which upon sale shall be solely maintained and owned by the owner of Lot no. 8, at his/her expense.
- d. Lots Nos. 9 and 10 shall be serviced and accessed by a private driveway entrance to be created by developer as shown on the above referenced plat and which upon sale shall be solely maintained and repaired equally by the owners of Lot Nos. 9 and 10. This driveway entrance is set forth as a 40 foot wide right of way between the two lots, with one-half of said right of way being on each lot for a distance of 75 feet, and said right of way is also reserved unto the developer for all pertinent and proper reasons, including utility installation.
- e. Lot Nos. 4, 5, 6, and 7 shall be serviced and accessed by a common private driveway entrance which shall be created by developer and which upon sale of these lots shall be solely maintained and repaired equally by the owners of said lots as to the entrance of said driveway from West Virginia Route 45/9 for a distance of 50 feet. From that point on, the entrance turns into a 60 foot right of way crossing the western bounds of Lot No. 6 to Lot No. 5 and serves Lot Nos. 4, 5, and 6, which shall be solely maintained and repaired at equal costs to the owners of Lot Nos 4, 5, and 6. This right of way is further reserved unto the developer herein for all pertinent and proper reasons, including utility installation.

#### AMENDMENT TO RESTRICTIVE COVENANTS, CONDITIONS AND RESERVATIONS FOR TIMBER TRAILS SUBDIVISION

WITNESS this Amendment to the Restrictive Covenants, Conditions and Reservations for Timber Trails Subdivision, originally dated the 4th day of April, 1996, and record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 367, at Page 230, by and between Robert R. Kessel, Declarant, as owner of a majority of the lots unsold in Phase III, Timber Trails Subdivision, in which said Amendment as set forth herein shall be binding upon all owners of all lots in Phase III, Timber Trails Subdivision, although this Amendment shall affect Phase III Lot owners only.

NOW, THEREFORE, this Amendment of Restrictive Covenants, Conditions and Reservations for Timber Trails Subdivision, to wit:

1. The undersigned Declarant, Robert R. Kessel, owner of a majority of the lots in Phase III, Timber Trails Subdivision, does now amend the section entitled RESIDENTIAL AND AREA USE to read as follows:

All Lots shall be used for residential and recreational purposes only. With the exception of structures existing as of the date hereof, no residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one (1) single-family dwelling containing not less than 240 square feet minimum total area, exclusive of porch, decking, basement and garage or outbuilding.

Robert R. Kessel, as declarant does hereby amend the heretofore filed Restrictive Covenants, Conditions, and Reservations for Timber Trails Subdivision of April 4, 1996, as set forth herein and same shall be binding upon all owners of all lots of Phase III Timber Trails Subdivision, including the Declarant herein unless otherwise amended or modified according to the terms and provisions as set forth in the Restrictive Covenants, Conditions and Reservations for Timber Trails Subdivision.