

28230

TIMBERWALK SUBDIVISION
MARTINSBURG, WV
COVENANTS

Non-exclusive right to use the rights of way designated as such in plats of record of the Timberwalk Subdivision, as the name may be amended or extended, and the Developer reserves unto itself, its successors or assigns, the right to use said right of way.

It is understood and agreed that this conveyance is made and accepted, and the real property is hereby granted on and subject to the following covenants, conditions, restriction and reservations, which covenants, conditions, restrictions and reservations shall apply to and run with the property herein conveyed; all successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance the original parties hereto.

1. The property herein conveyed shall not be split, divided or subdivided for sale, resale, gift, transfer, or otherwise.
2. No more than one dwelling may be erected on any lot, except those lots designated for multiple units.
3. No buildings of a temporary nature, mobile home, modular home, motor home, modular home camper of any nature, camper top or recreational vehicles, including but not limited to ATVs, RVs, tagged within any state, tent (except a child's tent) or trailers, with or without state registration, shall be erected or placed on the property. Owners may bring a recreational vehicle or motor home on onto the property in conjunction with leaving for or returning from a trip, in order to load or unload.¹

Utility trailer exception- A utility trailer, <20ft. in length, with no advertising allowed, may be stored beside a home, not visible beyond the front corner of the house.

Portable temporary storage unit exception-IN the event of crisis, moving or remodeling, a portable temporary storage unit may be allowed on your property for a defined period of time, after review and approval by the TPOA Architectural Review Committee.

Watercraft less than 15 feet in length may be stored beside a home, not visible beyond the front corner of the house.

4. No temporary building, trailer, basement, tent shack, garage, barn, outbuilding or other building in the course of construction shall be used temporary, or permanently as a residence on the property herein conveyed.

5. When any dwelling structure shall be constructed on any lot, the owner thereof shall cause that portion of such lot owned by him and not improved by said dwelling structure, other building, appurtenance or driveway to be seeded and suitably planted with grass, trees or shrubbery. No tree on the property herein conveyed 6 inches or more in diameter in the trunk

¹ Covenants number 3 and 9 were revised per Timberwalk Board Members on May 22, 2017.

thereof 3 feet from the ground may be cut felled without the prior written consent of the developer, its' successors and assigns.

6. The Grantees shall keep the property herein conveyed and all improvements therein or thereon in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting, or other appropriate external care of all buildings and other improvements, all in a manner with such frequency as is consistent with good property management.

7. No manufacturing or commercial establishment of any kind shall be erected on said property and no building erected thereon shall be used for other than strictly residential, but nothing herein contained shall be construed to prevent a bona fide lease of any dwelling house upon the property herein conveyed for residential purposes.

8. No signs, billboards, or advertising devices of any kind except those used in any subsequent sale of the property shall be placed or otherwise installed on any lot or building within the subdivision; except that the developer may use signs to promote the sale of improved lots within the subdivision.

9. No birds, chickens, or other fowl, livestock animals, or insects, such as beehives, shall be kept or maintained on the premises. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. Domestic house pets shall be allowed, but property owners or tenants are expected to be responsible for their pets and not allow them to become a public nuisance (e.g. Excessive barking, howling, yelping; yard/property damage) or vicious/dangerous, per WV Code 7-1-3-55 and Berkeley County Commission policy. Pets are to be registered, vaccinated, and tagged, as required by same ordinance. No animals shall be allowed to roam freely within the subdivision.

10. No lumber, metals, bulk material, refuse or trash shall be kept, stored, or allowed to accumulate on any lot, except building materials during the course of construction on any dwelling. All trash or other refuse must be kept or stored in covered metal or plastic containers. If trash or other refuse is to be disposed of and/or being picked and carried away on a regular and recurring basis, containers may be placed in the open, on any day that pick up is to be made at such places on the lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner so they cannot be seen from adjacent and surrounding property.

11. No open fire shall be permitted on any part of the property. Outdoor fireplaces, if built and all chimneys shall be provided with fire screens.

12. No outhouses shall be permitted on any part of the property. All toilet facilities shall be contained within the dwelling house and emptied into septic tank or public sewage system if established. All toilet and waste facilities shall be built and maintained in accordance with the requirements of the West Virginia State Department of Health. In the event that the property herein conveyed is in the future served of a public sewage collection system, the Grantees, for themselves their successors and assigns, covenant that they will abandon the septic tank sewage treatment system being used and connect to said public sewage collection facility.

13. No unregistered automobiles, trucks, motorcycles, motorbikes or other vehicles whether motorized or self-propelled, shall be parked or placed anywhere within the subdivision. Nor shall the same be driven or ridden upon any street, roadway, alley or sidewalk within the subdivision, nor upon any lot, open area or trail within the subdivision.

14. No motorbikes, trail bikes, motor scooter or the like, nor any snowmobile shall be driven or ridden anywhere within the subdivision, nor shall they be parked or placed anywhere within the subdivision, upon any lot, open area or trail within the subdivision, as designated as such on places of record.

15. Extreme outside lines of dwellings, including attached garage, port or carport shall not be less than thirty-five (35) feet from the street if faces or less than twelve (12) feet from the side lot lines. This restriction may be waived by the developer in the event that enforcement of this provision may result in undue hardship upon Grantees.

16. All house plans, architectural designs and site location for dwellings and out buildings to be placed upon the property herein conveyed must first approved in writing by the developer prior to excavation or commencement of construction.

17. Easements and rights of way are hereby expressly reserved to the developers, their successors and assigns in, on, over and under the property for the following purposes:

a. For the erection, installation, construction and maintenance of (i) poles, wires, lines, conduits and the necessary proper attachments in connection with the transmission of electricity, telephone, community antenna, television cables and other utilities and other similar facilities and (ii) storm water drains and land drains, public and private sewers, pipe lines for supplying gas, water, and heat and for other public or quasi-public utility facility service or function, whether above ground or underground.

b. For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the developers, their successors or assigns, or which might create erosion or sliding problems, or change, obstruction or retard drainage flow.

18. The Grantees acknowledge that the lot parcel of real estate the subject of this conveyance is part of the Timberwalk Subdivision, as the same may be enlarged or diminished, which is being developed by the Timberwalk Associated, Inc. in states, and nothing contained herein shall operate to impose and apply the restrictive covenants and conditions herein above set forth, upon that area within the Timberwalk Subdivision which has not been developed prior to the date hereof, the Grantees acknowledge that the developer has reserved and retained the right to provide within the Timberwalk Subdivision areas for commercial, educational, civic, social, charitable, medical and general welfare of the lot owners within the Timberwalk Subdivision, does not violate any local, state or federal land use regulation.

19. Developer has also reserved and retained the right to modify the restrictive covenants and conditions on any lot or other lots shown on any plat thereof.

20. The Grantees, for themselves and their heirs, successors or assigns acknowledge that the property conveyed by this deed shall be subject to an annual charge or assessment I the

amount as will be fixed by the developer its successors or assigns in the sum of as least \$200.00 per lot. If actual costs for the purposes referred to herein exceed the revenue received as provided herein, the annual charge or assessment to the Grantees may be increased but only proportionately with other lot owners so as to meet the actual costs. The Grantees or themselves and their heirs, successors or assigns covenant they will pay this charge to the developer, its' successors or assigns on February 15 in each and every year. Such charge will be payable to Timberwalk Association, Inc. Its' successors or assigns shall be devoted to the maintenance of the roads within the Timberwalk Subdivision and for snow removal and for such other purposes as shall from time to time be determined by Timberwalk Association, Inc. Its successors or assigns, maintain the right and power to bring all actions against the owners of the premises conveyed, or any part, for the collection of such charge.

21. The Grantees by their execution of the deed agree to become members of the Timberwalk Citizen's Association, Inc. a non-stock corporation and agree to be bound by the Articles of Incorporation, By-laws, rules and regulations. Assessments and decisions of the Board of Directors of said corporation.

22. These covenants, conditions, restrictions and reservations shall operate as covenants running with the land for the benefit for any and all persons who may now own, or hereinafter own, property in Timberwalk Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violations thereof.

23. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions and reservations, nor shall failure to enforce any one of such restrictions either by forfeiture or otherwise, be construed as a waiver of any other restrictions or conditions.

24. It is expressly agreed that if any covenant, condition, restriction or reservation herein contained or any portion thereof is valid or void, such invalidity or voidness shall in no way affect any other covenant, condition, restriction or reservation contained herein by any other appropriate action at their option.

25. These restrictive covenants represent a private agreement between the Subdivision Owner, developer and individual lot purchasers. The Berkeley County Planning Commission assumes no responsibility to oversee or enforce the terms of these covenants.

26. Houses must have a minimum of 960 square feet of livable space on the first floor excluding space contained in basements, breezeways, carports, garages and porches.

The execution of this deed has been duly authorized by a resolution of the Directors of Timberwalk Association, Inc. and nothing in the articles of incorporation or By-laws there under restricts in any way or reserves the power unto the stockholders thereof, to convey the real property of said Corporation.

Revised May 22, 2017



John W Small Jr
BERKELEY County 12:21:12 PM
Instrument No 20170028230
Date Recorded 08/18/2017
Document Type COV
Pages Recorded 4
Book-Page 1184-160
Recording Fee \$5.00
Additional \$6.00