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THIS DEED OF DEDICATION, made and dated this 7th day of June, 1976, by TIMBER RIDGE FARMS, INC., a West Virginia Corporation, hereinafter known as the Developer, which is the owner and proprietor of the land described in the attached plat known as Timber Ridge Farms containing 15 lots and being the same realty that was conveyed to the Developer by deed from Good Earth Fruit Farms, Inc., a Virginia Corporation, bearing date of the 30th day of March, 1976 and of record in the Clerk's Office of Bloomery District County Court of Hampshire County, West Virginia, in Deed Book 217 at Page 30, and which plat was surveyed by James C. Wilkins, C.L.S., dated the 11th day of February, 1976.

WHEREAS, the Board of Directors of Timber Ridge Farms, Inc., in accordance with its Articles of Incorporation and By-Laws, has the authority to be subdivided and to sell real estate; and

WHEREAS, the said Board of Directors, on motion duly made and seconded and passed at a regularly called meeting for this purpose, and by its consent and authority, has approved the aforesaid plat of the subdivision of its land contained herein, which land known as Timber Ridge Farms, Inc., lies near the Virginia State line in Bloomery District of Hampshire County, West Virginia, and contains 15 lots, together with roadways and easements as shown thereon; and

WHEREAS, this Deed of Dedication does not include the dedication of roadways, streets or rights of way set forth on said plat for the use and benefit of the public, but only as a right of way to and from said lots for the use and benefit of the lot owners and their approved guests, agents, invitees and assigns; all subject to the provision that they must use said

roadway, streets or rights of way in conformity with the requirements of the law of the State of West Virginia and with the ordinances of Hampshire County, West Virginia and the rules and regulations of the Developer or its successors in title, as owner and proprietor of this subdivision and of said roadways; and

WHEREAS, it was further resolved by said Board of Directors that the President and Secretary of this corporation be, and they are hereby directed to execute and acknowledge, seal and deliver this instrument for approval of the proper officials of said County and State and thereafter for recordation in the Office of the Clerk of the County Court of Hampshire County, West Virginia, among the land records of said County.

This Deed of Dedication for said plat is made subject to all of the following restrictions and covenants which shall be deemed to run with the land for the mutual protection and benefit of all land owners and is done with the full consent and agreement of the proprietor thereof; namely the Developer herein mentioned:

1. These lots are restricted to residential use for single family, private dwellings or residences designed for occupancy by one family on each lot.

2. No mobile home, house or travel trailer, camper unit, tent or temporary living quarters shall be placed, maintained or occupied on any lot.

3. No temporary structure or other outbuilding shall be placed or erected on any lot; provided, however, that Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling place.

4. The plans for any dwelling, to be constructed or externally altered on any lot, shall be approved in writing by the Architectural & Ecological Control Committee (hereinafter called "Committee") prior to start of construction or alteration.

(a) The Committee shall consist of at least five (5) members appointed by the Development Company (herein sometimes called the "Developer").

(b) Three (3) sets of all construction plans to include specifications for any structure plus interior and exterior elevations, exterior materials, color selection, and landscaping plans must be presented to the Committee for approval. These plans shall also include a lot plat showing the location of the structure planned within the property. One (1) set shall be returned to the property owner after approval; one (1) set shall be placed in the files of the Committee; and the third set shall be filed with the Developer.

5. Unless otherwise approved in writing by the Committee, the ground floor area of residences constructed on said lots, exclusive of one story open porches or garages, shall be not less than 1,000 square feet in the case of a one story structure nor less than 750 square feet in the case of a one and one-half or two story structure and in the case of a structure of more than one story the total living space shall be at least 1200 square feet. No single family residence shall exceed 35 feet in height as measured from the lowest floor level.

6. Any structure erected or placed on any lot shall be set back at/ ^{least} sixty (60) feet from front and rear lot lines and sixty (60) feet from each side lot line, unless

Committee allows variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein.

7. The exterior of all buildings and landscaping must be completed within nine (9) months after start of construction or alteration.

8. No swine, cattle, sheep, goats or other domestic or wild animals except fowl and horses shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats or other small domestic animals that are of a quiet and unoffensive nature.

9. No stripped down, partially wrecked inoperable or junk motor vehicle or part thereof, shall be permitted to be parked or placed for more than seven (7) consecutive days on any street or on any lot. No truck larger than three-quarters (3/4) ton shall be parked overnight on any lot in such a manner as to be visible to the occupants of other lots or the users of any street or road, except those vehicles which will be used during the actual period of construction.

10. Every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or road at any time except during refuse collection.

11. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth of vegetation on such lot or the accumulation of rubbish or debris thereon.

12. No noxious or offensive activities shall be carried

on any lot or permitted to be carried on nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

13. Developer reserves unto itself, its successors and assigns, a perpetual, alienable, releasable and assignable easement over, upon, across and under each lot for the erection, maintenance, installation and use of Public Utilities such as, but not limited to, electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas, but after approval of construction and site location plans by the Committee this easement shall cease as to that part of each lot as is covered by the dwelling or out buildings. Developer may further cut drainways for surface water wherever such action may appear to Developer to be necessary in order to maintain proper drainage and reasonable standards of health, safety, and appearance.

14. As soon as 60% of the total number of lots in this plat have been sold, a non-stock property owners' association shall be formed with one membership per lot or one vote per lot and that this association in conjunction with the Developer shall establish reasonable annual assessment charges for road maintenance and maintenance of the trails and recreational areas, it being understood that the Developer, its officers and directors shall exercise three (3) votes for each unsold lot in the entire Timber Ridge Farms project.

15. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said development.

16. Hunting of wild animals or fowl on the lots in Timber Ridge Farms subdivision is prohibited.

17. No motor vehicles of any kind, licensed or unlicensed, registered or unregistered, shall be permitted in any areas marked for pedestrian or equestrian use of recreational facilities. Said motor vehicles shall be restricted to the use only of the graded roads in this subdivision.

18. No lot may be subdivided or easements granted without written approval by the Developer or proprietor or without approval of a majority of the lot owners in this subdivision; however, the Developer reserves the right to re-subdivide any of its unsold lots or land in this subdivision.

19. No open fires shall be permitted on any part of the property except in out door fire places and incinerators by approval of the Developer or Architectural Committee and all chimneys in the dwelling houses shall be provided with fire screens.

20. No trees over two inches in diameter shall be cut down without permission of the Architectural Committee.

21. No sign of any nature whatsoever shall be permitted in this subdivision including the roadways and easements except one name sign not exceeding six inches in height and thirty-six inches in length, street names and direction signs for traffic purposes.

22. The Developer reserves the right of way with right of entry upon or across and through said lots and roadways for the purposes of constructing, operating, maintaining and repairing pole lines for electrical and telephone service and other utilities and reserving to the Developer the sole right to convey the necessary easements and rights of way required, are hereby reserved.

23. The Developer and its assigns, as Developer and proprietor, reserve the right to add to, subtract from and change

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these restrictions in other subdivisions of its remaining land or after-acquired lands.

24. All dwelling houses and approved out buildings, when required, shall be connected to State approved water supply systems and sewage treatment systems.

25. There shall be no out houses for such purposes.

26. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation of breach of such terms in any event. In addition to the foregoing, Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after ten (10) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration or Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

27. The invalidation by any court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

WITNESS the following signatures and seals: