

**RESTATED DECLARATION OF RESTRICTIVE COVENANTS  
FOR TIMBERLINE ESTATES SUBDIVISION  
PHASE ONE  
RALEIGH COUNTY, WEST VIRGINIA**

**WHEREAS**, pursuant to Declaration of October 3, 2006, C and R Properties, Inc., developer and owner of the real estate described in a Deed of August 10, 2005 recorded in the Office of the Clerk of the County Commission of Raleigh County, West Virginia at Book 5019, Page 0449 and established certain restrictive covenants regarding said property; and;

**WHEREAS**, said Declarations of Restrictive Covenants were placed of record in said Clerk's Office at Deed Book 5024, Page 0977; and

**WHEREAS**, following the recordation of said Declaration of Restrictive Covenants, no individual lot within Timberline Estates Subdivision has been conveyed to any other party; and

**WHEREAS**, pursuant to Deed dated the 25th day of March, 2009 of record in said Clerk's Office at Deed Book 5035, at Page 0915 all of the real property and lots constituting Timberline Estates Subdivision were transferred to NPW Development Corporation; and

**WHEREAS**, NPW Development Corporation desires to restate the Declaration of Restrictive Covenants for said subdivision.

**WHEREAS**, NPW Development Corporation, hereinafter referred to as the "Declarant" has caused said Timberline Estates Subdivision Phase One to be resurveyed as is shown and designated on a map of said subdivision prepared by Lawson Engineering & Technical Services, Inc.

dated July 2009 which map is of record in said Clerk's Office in Deed Book 5036, at Page 3407; and

**WHEREAS**, the Declarant desires to and shall sell the lots in Timberline Estates Subdivision Phase One, hereinafter sometimes referred to as "Timberline" according to this restated general plan.

**NOW, THEREFORE, THIS RESTATEMENT OF RESTRICTIVE COVENANTS FOR TIMBERLINE ESTATES SUBDIVISION PHASE ONE:**

A. PROTECTIVE COVENANTS

(1) All lots conveyed shall be used for residence purposes only, and only one single family residence and such private garage as may be needed with it, shall be constructed thereon, and no residence building shall be constructed on such lot with its main front wall closer than twenty-five (25) feet to the street on which the same faces, nor closer than fifteen (15) feet to the rear lot line, nor closer than ten percent (10%) of the frontage to any side lot line.

(2) Any residence in the subdivision must have at least one thousand (1,000) square feet of heated living area, exclusive of garage, patio, and deck areas.

(3) All plans for any dwelling placed or altered on any lot shall be approved in writing by the Declarant prior to commencement of construction, placement, or alteration. All plans submitted to the Declarant will be completed and specify building materials, exterior finish, colors and landscaping plans.

(4) No lot shall be resubdivided except with written approval of the Declarant.

(5) No commercial or industrial activities shall be carried on upon any lot; it being the intention of the Declarant that the use and occupancy of said property shall be limited to residential dwelling and living purposes, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of this provision, no repairs to motor vehicles may be performed other than within an enclosed garage on the lot.

(6) No animals or domestic pets will be allowed on any lot other than those kept indoors, and shall be personally attended and under restraint when out of doors.

(7) No trailer, mobile home, basement, tent, shack, garage or barn shall be erected in the Subdivision for storage and/or residential purposes except that each lot owner may erect a single storage unit for storage of personal items, lawn equipment and similar property which said building may be no larger than four hundred (400) square feet and no taller than fifteen feet (15'). Said building must be constructed upon a permanent foundation shall be sided to match the residence and must be located to the rear of the house constructed upon the lot.

(8) No signs of any nature shall be displayed to the public view (temporary or permanent in nature) without first obtaining a written approval from the Declarant, except that one sign of not more than two

(2) square feet showing the owner's name, address, and the name of the premises shall be permitted on a lot.

(9) No stripped down, partially wrecked, or junked motor vehicle or sizeable part thereof, or recreational vehicle, including but not limited to boats, campers, snow mobiles and trailers, shall be permitted unless stored one hundred percent (100%) within the residence where the same are not visible. The preceding language notwithstanding, recreational vehicles including boats, campers, snowmobiles and trailers may be on premises for purposes of loading and unloading with no greater frequency than ten (10) days per year.

(10) No truck larger than one ton shall be parked overnight on any lot in such a manner as to be visible from the main street, except those vehicles necessary during periods of construction, deliveries or maintenance may be permitted in driveway. After construction is complete parking of such vehicles in the driveway shall be prohibited for more than ten (10) days per year.

(11) No on street parking of vehicles shall be permitted.

(12) No noxious or offensive activities shall be conducted on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(13) No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction.

(14) No trash, ashes, garbage, or other refuse shall be dumped or stored on any lot nor be thrown into or on any street, roadway, or other route of general access.

(15) No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence other than a signal receiving dish no larger than thirty six inches (36") in diameter which must be positioned behind the rear of the residence.

(16) No residence shall be occupied until construction thereof is at least 90% completed, except with written approval of the Declarant. Upon commencement of construction of any residence, addition or remodeling, the work shall be continuously and diligently undertaken until completion.

(17) After completion of construction of homes, driveways, and other permanent improvements, the ground shall be left with a neat and orderly appearance with all trash and debris removed.

(18) No fence shall be erected on the front or side portion of any lot. However, a fence may be erected in the back yard of a residence with the written approval of the Declarant as to the exact location of said fence.

(19) The Declarant reserves unto itself, its successors and assigns, the right to lay, construct, and maintain a sewer through and under the real estate in subject subdivision and to lay, construct, and maintain a water system or other utilities therein and thereover, which

said sewer line, water system and utilities shall not in any way interfere with any building or buildings situate on the premises.

(20) Every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground. Also, 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 the street or road.

(21) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

(22) When a residence is constructed upon said lot, provision will be made for off-street parking for at least two automobiles. A garage or carport if used as such, shall constitute provision for off-street parking.

(23) Declarant, for each lot owned, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to abide any and all by-laws which said Association may adopt.

(24) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(25) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

B. RESERVATIONS

(26) Declarant hereby reserves easements, in, over, through, and across each lot for the purpose of future development including but not limited to constructing, maintaining, repairing, and replacing lines of utilities and for water drainage, including but not limited to gas, water, electric, telephone, and sanitary sewer and storm sewer, for the common use and benefit of all the owners of lots in the Subdivision as shown on a map hereof and any section thereof, now or hereafter laid out and other adjoining and nearby lands, but such easements shall be located, used and enjoyed in such a manner as not to unreasonably disturb or damage said lots or interfere with the ordinary use and enjoyment thereof.

(27) Declarant reserves the right to use or permit the use of all streets and alleys in the Subdivision now or thereafter laid out, for street purposes and for the location and installation of sewer, water, gas, electric, drainage, and telephone lines; and also reserves the right to make any alterations and amendments of and to the map or maps of the Subdivision now or hereafter laid out, or subsequent revisions thereof,

that it may desire, including changes in the lot layouts and streets and alleys; provided that no change shall be made in lots already sold; that there shall always be free access to lots sold and no lot sold shall thereafter be cut off from any street or alley on which the same abuts. Declarant reserves the right to establish a Road Maintenance Agreement and mechanism for assessment to lot owners for purposes of establishing a fund for snow removal, repairs and repavement as may be necessary.

(28) Declarant reserves the right to form a property owners Association, hereinafter the "Association", as Declarant may deem necessary.

C. GENERAL PROVISIONS

(29) Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(30) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

(31) Assignability. The Declarant may assign any and all rights reserved unto itself at any time without consent, approval or notice to the Association or any property owner.



(32) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended in whole or in part during the first thirty (30) years period by an instrument signed by not less than eighty percent (80%) of the lot owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the lot owners. Any amendment must be properly recorded.

D. INCORPORATION IN DEEDS BY REFERENCE

(33) All of the foregoing matters shall be incorporated by reference hereto in deeds to lots in Timberline and shall be as binding and effective as though set out verbatim in said deeds, it being understood that each of the foregoing items shall by reference hereto become part and parcel of every such deed.

NPW Development Corporation

By:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF RALEIGH, TO-WIT:

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_, who signed the foregoing writing for NPW Development Corporation, has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This document prepared by:

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