

RESERVATIONS AND RESTRICTIVE COVENANTS

THE WOODS AT TAYLOR LAKE

DATED: 8-21-90

Patten Corporation Mid-Atlantic, a corporation, is hereby referred to in this document as the "Grantor".

The Reservations and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in The Wood at Taylor Lake, as below described, or claiming under them.

Invalidation of any of the following Reservations and Restrictive Covenants by judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. HOMEOWNERS ASSOCIATION: Upon the sale of 75% of the total lots within The Woods at Taylor Lake, referred to in this document as the "Subdivision", or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Homeowners Association, to be called "The Woods at Taylor Lake Homeowners Association, Inc." referred to in this document as the "Association".
 - A. Every person or entity, except the Grantor, who is a record owner of any Lot in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to each Lot. The grantor, although not a member of the association, will retain voting rights for properties they own equal to three (3) votes for each lot they own.
 - B. The roadways, rights-of-ways and common areas constructed throughout the Subdivision are to be conveyed to the Association, its successors and assigns.
 - C. The Association shall maintain the rights-of-ways and roads within the Subdivision, and shall assess each Lot owner on a pro rate basis, amounts necessary for the improvement and maintenance of the rights-of-ways and roads, not to exceed \$100.00 per Lot owner annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114. However, the Grantor will be exempt from payment of any maintenance fee for lots they own.
 - D. Any assessments, together with interests and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Mineral County, West Virginia, a duly executed and acknowledged Notice of lien with respect to each Lot and its owner for which any assessment remains unpaid. The lien shall be effective upon the filing of said notice.
2. LOT AND AREA USE: Each Lot shall be used only for residential and recreation purposes, and 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 800 square feet minimum total area exclusive of garage, basement, and porch.

- 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.
 - C. There shall be no trailers, buses, mobile homes, pre-fabricated all-metal homes, or any derivative of the foregoing situate on any Lot as a residence or for storage, either temporarily or permanently. Temporary camping is permitted upon Subdivision Lots by the owner thereof only through the period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.
 - D. Double-wide homes which are sectional and/or modular shall be permitted provided that they have wood, masonry, vinyl or masonite siding, asphalt shingle roofs and are installed on a permanent foundation with the tongue couplings removed.
 - E. Improvements constructed for the maintenance of animals as permitted by Item 10 below, shall be kept in good repair, shall be constructed of new materials and must conform generally in appearance with any dwelling upon the Lot, although such improvements shall need not be constructed of materials identical to an existing dwelling. No such improvements shall proceed 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.
3. COMMERCIAL USE AND NUISANCE: No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any lot. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.
4. SETBACK: No building or any part thereof shall be erected on any Lot nearer to any right-of-way lines or front Lot lines than twenty (20) feet, or nearer to any side Lot lines than fifteen (15) feet, or nearer to any rear Lot lines or any lot lines that coincide with perimeter of entire subdivision, than thirty (30) feet.
5. SEWAGE: No dwelling shall be occupied on any Lot unless there is constructed with it a septic system for the disposal of sewage, which must be approved by the West Virginia Department of Health.
6. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot for more than a period of thirty (3) days unless housed in a garage of the type described in Item 2.A. above.
7. FENCES: Only fences in esthetic harmony with the exterior design of the residential development shall be constructed and, no fence shall exceed six (6) feet (i.e., 72") in height. Fencing located along the roadways must be of wood construction while metal fencing may be used along the side lot lines and rear lot lines.

8. PARKING: No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-way or roads of the Subdivision, and no on-street parking is permitted by Lot owners. Visitors, guests, delivery vehicles, or others legitimately using said roads and streets are excepted, and are permitted to temporarily park along said streets.
9. 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 four (4) square feet in size. The Grantor reserves the right to construct Subdivision entrance signs and structures.
10. AGRICULTURE: No swine shall be raised or bred on any Lot. Household pets, such as dogs and cats, may be kept for commercial purposes with suitable facilities. Any domestic pet shall not be permitted to run at large so as to become an annoyance to the Subdivision. With suitable facilities and proper fencing, horses and ponies, shall be permitted on Subdivision lots, provided at least one (1) acre per each grazing animal is fenced for the maintenance of said animal.
- A. Poultry will be allowed as long as they are for personal consumption. Suitable facilities must be provided. There is to be no commercial use or breeding of poultry.
- B. Hunting is permitted within the Subdivision but is governed by the Game Laws and Seasons dictated by the State of West Virginia.
11. FURTHER SUBDIVISION: Tracts as recorded in Mineral County Clerk's office in Plat Book 5 on Page 185, 186, 187 and 188, may be undivided no more than five (5) times. No tract created by or remaining from this further subdivision can be less than three (3) acres, excepted from this provision are lots fronting on West Virginia Secondary Route No. 9 (Ridgeville Road) numbers 26, 27, 28, 29, 31, 32, 33 and 34; which may be subdivided only once and neither lot created by said subdivision can be less than two (2) acres. The right of subdivision will run with the ownership of the original lots as mentioned above. Patten only guarantees one building site per tract as shown on the recorded plat.
- All cost to subdivide lots will be that of the party so subdividing said lot. Any new owners resulting from the resubdividing shall be bound by the covenants and restrictions as set forth herein. The new owners will also be responsible to pay the same annual assessments as the original owners.
- New roads constructed to subdivide lots will not become part of the association. Roads must be maintained by those private individuals.
- A. Grantor, its representatives and assigns, reserve the right to modify the plans of the subdivision Plat, the size and shape of blocks, sections and lots, and the directions and location of streets and other ways shown thereon, or of annulling the same; provided that no change shall be made which shall alter the shape or size of any Lot which has been sold, or the direction of any street or way upon which it abuts so as to cut such Lot off from convenient access to public highways, without the consent of the owner thereof.
- B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.

12. LAKE USE: Only small boats with electric motors, row boats, sail boats and canoes will be allowed to be used on lake. There is an agreement with the Soil Conservation Service dated August 5, 1970 in Deed Book 171 at Page 609 recorded in the Mineral County Courthouse which describes the permitted uses of the lake and fill area of dam.
13. EASEMENTS: Grantor reserves unto itself, its successors and assigns, the right to erect, but not the obligation, and maintain all utility and electric lines, or to grant easements or right-of-ways 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 fifteen (15) feet wide at any point along the side Lot lines of each lot; twenty (20) feet along the front of each Lot line, Fifteen (15) feet along the rear lines of any said Lot and thirty (30) feet wide along the perimeter of sub-division. Such utility easements include but are not limited to telephone or electric light poles, conduits, equipment, sewer, gas and water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center of road.
14.
 - A. CONFLICT: In the event of any conflict between the provisions of these Reservations and Restrictive Covenants and the constraints reflected in the Plat of record for the Woods at Taylor Lake, the constraints of the plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.
 - B. NONAPPLICABILITY: No provision contained herein shall be valid if the existence or the exercise of that provision shall cause to be applicable the provisions of West Virginia Code Chapter 36B except as to Article 1 Sections 105, 106 and 107. It is the intent and purpose of these Restrictive Covenants to create an exempt planned community under Chapter 36B Article 1 Section 203.

**BY-LAWS of
THE WOODS AT TAYOR LAKE HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS of
THE WOODS AT TAYLOR LAKE HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

***ADOPTED May 2, 1992
AMENDED May 1, 2004
AMENDED August 1, 2005
AMENDED July 1, 2006
AMENDED August 1, 2007
AMENDED December 10, 2010
AMENDED June 2, 2012
AMENDED June 14, 2013***

ARTICLE I - Name

Section 1 - The name of the corporation shall be "THE WOODS AT TAYLOR LAKE HOMEOWNERS ASSOCIATION, INC".

Section 2 - For all other purposes within this document, the corporation shall be hereinafter referred to as the "Association".

ARTICLE II - Purpose and Powers

Section 1 - This Association shall be a non-profit organization formed to provide for maintenance, preservation, and architectural control of the residential lots and common areas in accordance with the Articles of Incorporation. This Association is further formed to promote the health, safety, and welfare of all homeowners of said property with regards to matters of said property as well as any other matters which may hereafter be brought within the jurisdiction of the Association.

Section 2 - In the efforts to meet this purpose the Association shall have the authority and power to:

- A. Exercise all of the powers, rights and privileges granted by law to corporations organized under the Non-Stock Corporation Law of the State of West Virginia, and to perform all of the duties and obligations of the Association as set forth in the covenants.
- B. Enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by due process. Failure by the Association to enforce any restrictions, conditions, covenants, and/or reservations, herein after contained shall not be deemed a waiver of the right to do so thereafter.
- C. To fix, levy, collect and enforce payment by any lawful means, all dues, charges or assessments duly applied to homeowners by vote as authorized elsewhere in these by-laws; to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or government charges levied or imposed against the property of the Association.
- D. Borrow money, mortgage, pledge, deed in trust any or all of its real or personal property as security for money borrowed or debts incurred provided approval is granted by a two-thirds (2/3) vote of the membership.

ARTICLE III - Principle Office

Section 1 - The principle office of the Association shall be that specified by the Articles of Incorporation or other address as the President may direct.

ARTICLE IV - Definitions

Section 1 - The following definitions shall pertain to any and all references to said terms throughout these by-laws and any business conducted by application of these by-laws:

- A. "Association" shall mean and refer to The Woods at Taylor Lake Homeowners Association, Inc
- B. "Board" shall refer to and mean the Board of Directors of the Association.
- C. "Properties" shall mean and refer to that certain real property described in the Articles of Incorporation and such additions thereto as may hereafter be brought into the jurisdiction of the Association.
- D. "Common Area/s" shall mean all real property owned by the Association for the common use and enjoyment of the homeowners
- E. "Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, excluding those having such interest merely as security for the performance of an obligation.
- F. "Covenants" shall mean and refer to all of those provisions contained in the document entitled RESERVATIONS AND RESTRICTIVE COVENANTS - THE WOODS AT TAYLOR LAKE dated August 21, 1990 and duly recorded.
- G. "In Good Standing" shall mean and refer to those members who are not delinquent in the payment of Association dues in accordance with Article XII, Section 1.
- H. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the properties with the exception of the Common Area/s
- I. "Member" shall be synonymous with the term "homeowner."

ARTICLE V - Membership

Section 1 - Membership shall be open to any and all homeowners regardless of race, sex, creed or national origin.

Section 2 - Membership may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI - Voting Rights

Section 1 - Voting rights shall be extended to any and all homeowners in good standing at the time of any meeting in which such a vote might be cast.

Section 2 - At any meeting where such a vote might be cast, each homeowner is entitled to one (1) vote for each lot owned.

Section 3 - At any meeting where such a vote might be cast, the vote shall be either in person or by proxy.

Section 4 - A proxy vote shall be appointed by an instrument in writing subscribed by such member bearing a date not more than thirty (30) days prior to said meeting unless said instrument provides for a longer period.

Section 5 - The following issues shall not be voted upon at any meeting, but shall be voted upon by mail-out ballot to each lot owner after a proper motion, second and discussion at any regular meeting.

- delete*
- A. Elections in accordance with Article X - Elections
 - B. Amendments to By-Laws
 - C. Dues and/or Assessments
- Holcomb*

ARTICLE VII - Meetings

Section 1 - ~~Any and all~~ *Quarterly* general meetings shall be held ~~semi-annually~~ *Quarterly* during the months of ~~May and November~~ *Jan, Apr, July, Oct*. The date of each meeting shall be the 1st Saturday of the specified months. The time and place of the meeting shall be determined by the Board and shall be announced in the meeting notice.

Section 2 - At a minimum, a Board of Directors meeting shall be held at a mutually agreed upon place and time during the months of ~~March and August~~. The Board of Directors may, however, meet at other times deemed necessary to conduct Association business. Board of Director's meetings shall be open to all members; however, members outside of the Board shall have no voting rights.

Section 3 - All duly constituted general and/or special meetings shall be conducted in accordance with Robert's Rules of Order. The order of business shall be as follows:

- A. Opening
- B. Reading of Minutes
- C. Report of the President
- D. Report of the Secretary
- E. Report of the Treasurer
- F. Report of Other Officers and Committees
- G. Unfinished Business
- H. Elections (Annual Meeting)
- I. New Business
- J. Good & Welfare
- K. Adjournment

delete Section 4 - The meeting held during the month of November shall be designated as the "Annual Meeting" for the purposes of conducting such business as is herein prescribed.

Section 5 - A quorum consisting of a minimum of three (3) elected officers and ten percent (10%) of the total voting membership in good standing must be present to conduct a general meeting.

Section 6 - Meetings shall be presided over by the President or, if he/she is not present, by the Section Representative so designated. In the absence of the Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

Section 7 - Special meetings may be called by the President, any Section Representative, a majority of the Board, or by written request indicating the consent of a minimum of twenty percent (20%) of the membership in good standing.

Section 8 - Notice of a special meeting shall be in writing and distributed to the membership not less than fourteen (14) days, and not more than thirty (30) days prior to the meeting. The notice shall contain the nature of the business to be brought before the membership. Business transacted at special meetings shall be restricted to the purpose/s for which the special meeting was originally called.

ARTICLE VIII - Officers

Section 1 - The business, property and affairs of the Association shall be conducted and managed by a Board of Directors consisting of those duly elected to fill the following offices:

- A. President
- B. Four (4) Section Representatives, one (1) for each plat section as defined by the plat maps given to each homeowner.
- C. Secretary
- D. Treasurer

Section 2 - Only members in good standing may hold elected office and each officer shall serve a term of two (2) years unless removed for cause except that any officer appointed to fill a vacancy shall hold office only for the unexpired portion of the term. No member shall hold more than one (1) office at any given time. Any officer may be removed from office by the Board whenever in the judgment of the Board the business interests of the Association will be served thereby.

ARTICLE IX - Duties of Officers

Section 1 - As a function of his/her duties, the President shall:

- A. Preside at all meetings of the Association and the Board.
- B. See that orders, resolutions and duly carried motions of the Board and /or membership are carried out.
- C. Supervise and manage the general affairs of the Association.
- D. Appoint all committee chairs as necessary.
- E. Be an Ex-Officio member of all committees.
- F. Sign all checks with the Treasurer for amounts in excess of one hundred dollars (\$100.00).
- G. Enforce all covenants and by-laws.
- H. Approve and sign all approved contracts, agreements and other such commitments.
- I. Discharge all other duties as may be imposed by law, regulation or ordinance.

J. Insure that any and all Association records and properties in his/her possession are turned over to his/her successor within thirty (30) days of termination of office.

Section 2 - As a function of his/her duties, Section Representatives shall:

- A. Carry out the duties of President in his/her absence.
- B. Serve as committee chairperson at the direction of the President.
- C. Perform other such duties as may be assigned by the President or the Board.
- D. Receive and dispose of in appropriate fashion any and all complaints, problems, recommendations and requests received from homeowners within his/her respective section.
- E. Insure that any and all Association records and properties in his/her possession are turned over to his/her successor within thirty (30) days of termination of office.

Section 3 - As a function of his/her duties, the Secretary shall:

- A. Record minutes and maintain accurate records of all meetings and other official functions of the Association.
- B. Maintain custody of all records and documents
- C. Notify members and other interested parties in writing of meetings, votes, issues and other appropriate matters in accordance with other provisions of these by-laws.
- D. Notify members and other interested parties in writing of significant actions taken at all open meetings of the Board and/or general membership.
- E. Perform other such duties deemed appropriate to the office as may be assigned by the President or the Board.
- F. Insure that any and all Association records and properties in his/her possession are turned over to his/her successor within thirty (30) days of termination of office.

Section 4 - As a function of his/her duties, the Treasurer shall:

- A. Receive and deposit in the appropriate bank accounts all monies due the Association from all sources.
- B. Disburse such funds as may be directed by the President, Board or motion carried by the general membership.
- C. Sign all checks issued against the Association's accounts along with the President's signature for amounts in excess of one hundred dollars (\$100.00).
- D. Maintain accurate and complete records of all financial transactions.
- E. Cause the annual audit of Association financial records to be completed no later than November 1st for the preceding fiscal year and in accordance with the following process:
 - 1. Initial audit by the Treasurer (Annually).
 - 2. Secondary audit by other members as directed by the President (Annually).

3. Final audit by an independent source qualified to do so (Election Year Only).
- F. Prepare and present the budget for the upcoming fiscal year to the membership at its regular Annual meeting.
- G. Publish the balance sheet to be distributed to the membership within (30) days of the completion of the annual audit.
- H. Perform other such duties deemed appropriate to the office as may be assigned by the President or the Board.
- I. Insure that any and all Association records and properties in his/her possession are turned over to his/her successor within thirty (30) days of termination of office.
- J. Ensure that any and all authorized expenses exceeding one hundred dollars (\$100.00) and not directly billed to the Association are paid for by use of the bank issued check card. Authorized expenses less than one hundred dollars (\$100.00) may be paid out of pocket and reimbursed by the Treasurer with proper documentation.

ARTICLE X - Elections

Section 1 - Election of officers shall be held every two (2) years.

Section 2 - In an election year the President shall appoint a Nominations Committee at the May Meeting. All nominations for office shall be submitted to the Nominations Committee no later than September 1st of the election year.

Section 3 - Ballots listing all nominees eligible for office shall be mailed to each member no later than October 1st of the election year. Members may mail ballots or cast ballots at the Annual Meeting. However, mailed ballots must be postmarked no later than October 30th. Unopened ballots shall be forwarded to the Election Committee to be counted at the Annual Meeting.

Section 4 - It shall require a majority of the votes cast to elect a candidate. In the event of a tie a run-off election shall be held by the membership at the meeting.

Section 5 - Should the office of President become vacant, a Section Representative appointed by the Board shall succeed to that office. All other vacancies shall be filled by Presidential appointment.

ARTICLE XI - Committees

Section 1 - In an election year the President shall appoint an Election Committee of three (3) members present at the annual meeting but not on any ballot. The committee shall be empowered to receive and resolve irregularities and challenges to ballots cast, and to certify to the President the results of any election for which the committee was appointed.

Section 2 - The President shall appoint such other committees as he/she deems desirable; the composition, Chairperson, duration and functions of which shall be left to the discretion of the President.

ARTICLE XII - Dues and Assessments

Section 1 - Dues shall be assessed to each homeowner in the amount of one hundred dollars (\$100.00) annually per lot of record. Dues may be adjusted from time to time in accordance with Article VI, Section 5 but subject to the

parameters of West Virginia Code §36B-1-114, and shall always be sufficient to properly maintain and operate streets, roads, alleys, and surface draining systems under the control of the Association.

Section 2 - One-Half (1/2) of the dues for any fiscal year shall come due and payable on October 1st and May 1st respectively of that fiscal year. A grace period of thirty (30) days shall be granted. Dues outstanding at the end of the grace period shall be considered delinquent and the homeowner shall be considered as being not in good standing and shall immediately forfeit all voting rights. Forfeiture of voting rights shall continue until such time as all delinquent dues are paid and recorded, or otherwise reinstated by other actions in accordance with these by-laws. Any such past due dues and/or assessments may be subject to an interest of 1% per month on the unpaid balance. Such interest shall continue until all past due dues and/or assessments have been paid in full.

Section 3 - Special assessments for capital expenditures, operating expenses, insurance, maintenance of common areas or other purposes relating to maintenance or betterment of the Association may from time to time be levied against the homeowners, subject to the parameters of West Virginia Code §36B-3-115, by a majority vote of the membership. Any such special assessments shall be payable at the time or times and in a manner fixed by such vote and shall be equally prorated among all members on the basis of a flat rate per lot of record.

Section 4 - The amount of any dues and/or assessments due and payable, together with interest, costs of collection thereof and reasonable attorney's fees may be collected by action in the name of the Association from any person or persons who on the due date thereof is the owner of that lot/s against which the same is assessed. As a further remedy, the Association shall have a lien against each lot for all dues or assessments due and payable, together with interest, costs of collection thereof and reasonable attorney's fees to the Association, by the present or former owners thereof, attributable to the ownership of such lot/s upon, and only upon, recordation of notice thereof in the office of the Magistrate of the County court for Mineral County, West Virginia. Such lien so created by recordation shall constitute a lien for the full amount of all such unpaid dues and/or assessments and shall become effective as a lien upon the date of such recordation.

ARTICLE XIII - Amendments

Section 1 - The Board may amend these by-laws to meet the needs of the Association provided that such Amendments do not violate any terms of existing covenants, laws or articles of incorporation. Such Amendments shall be valid until the first general meeting of the membership after Board approval at which time such amendments must be approved by a two-thirds (2/3) ~~vote of the membership in~~ *Majority of the 152 owners* accordance with Article VI, Section 5.

ARTICLE XIV - Reimbursements

Section 1 - No officer, committee member or other member conducting Association business as a function of his/her office or specific appointment may receive compensation in any form other than reimbursement of actual and reasonable expenses incurred. Such expenses shall be documented and submitted to the President for approval. Approved expenses shall be forwarded to the Treasurer for disbursement.

ARTICLE XV - Indemnification

Section 1 - Each member shall indemnify and save harmless any duly elected or appointed officer, Board member or committee member from any personal liability for any and all actions performed as a matter of his/her duties, provided that such actions were carried out in good faith and in accordance with all applicable laws, ordinances, codes and rules.

**ARTICLE XVI - Property Rights and Rights of Enjoyment of Common Areas**

Section 1 - No structure other than the primary residential structure shall be commenced or erected upon the lot to the completion of the primary residential structure.

Section 2 - Outhouses shall not be permitted on any part of the property and fire screens shall be installed on the chimney of any fireplace or wood burning stove.

Section 3 - Each homeowner shall be entitled to the full use and enjoyment of any and all common areas and facilities.

Section 4 - The use of firearms or any type of equipment used for the purpose of hunting, trapping, killing or otherwise harvesting wild game shall be strictly prohibited within the common areas.

Section 5 - Homeowners and/or their invited guests shall be permitted to fish in Taylor Lake in accordance with the applicable fish and game laws of West Virginia and Article 12 of the Covenants. A guest pass is required for each guest fishing without the lot owner present.

Section 6 - Temporary camping using equipment professionally manufactured for that purpose is permitted during the period of March 1 through December 31. However, during the period of January 1 through February 29 any and all such equipment shall be removed from any unimproved lot along with any exterior sanitary waste systems such as port-a-potties, exterior dump tanks, etc.

Section 7 - Sanitary waste shall be disposed of at an off-site location specifically designed for that purpose. Sanitary waste shall not be openly disposed of on the ground or on any of the common areas.

Section 8 - A maximum speed limit of 15 miles per hour shall be imposed on all roads within the WATL community. The purpose of this limit is to preserve the roads, limit the creation of dust clouds and to provide for the safety and well-being of its residents. With respect to the dust problem, all drivers are encouraged to reduce speed below 15 MPH as necessary to prevent dust clouds.

ARTICLE XVII - Miscellaneous

Section 1 - The financial and other appropriate affairs of the Association shall be based upon a fiscal year beginning October 1 and ending September 30.

Section 2 - Invalidity of any of the foregoing by-laws by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

HOMEOWNER REFERENCE

The following items, while not specific By-Laws Articles, are included as a ready reference for Homeowners.

Item #1 - Tax Information

The Association's tax exemption number is WV-023-5739-001 6. Tax issues are reported by the use of the following forms:

Form 1120-H for Homeowners Association Tax Exempt Status
West Virginia State Tax Form WV/char-2-Corporation License Tax Return

Item #2 - Trash Removal Fund

A contract with Waste Transporters, Inc. has been made for the purpose of collection and removal of household trash. The funds necessary to maintain this service are included in the annual dues assessed each lot owner.

Rules for the use of dumpsters in the common area:

- A. Dumpsters may be used by homeowners in good standing only (dues and trash fees must be up to date).
- B. Illegal dumpsters will be subject to prosecution for trespassing.
- C. Trash must be bagged and tied using standard home sized plastic bags. Cardboard boxes must be flattened and tied or cut up and bagged.
- D. Other household materials, oversized bags, construction or building materials, tires, car batteries or car parts and other large objects are not permitted. Unauthorized use of the dumpsters will result in additional costs to the Association and, therefore, increases in the assessment.
- E. For a very nominal fee, the County Dump in Romney accepts those items prohibited in our dumpsters.

Item #4 - Gypsy Moth Fund

Each August the Association must contact the West Virginia Department of Natural Resources for acceptance into the WV supplemented Gypsy Moth Spraying Program. This will allow the WV DNR to conduct a field survey in our community for Gypsy Moth Egg Mass. The survey takes place in the fall. If the tests are positive the DNR will request full payment in advance, and will be paid out of the Association's Operating Fund. However, a special assessment may be needed from time to time if available funds are insufficient to cover the cost. The payment would be due in the fall.

Item #5 - Soil Conservation Easement

Your real estate may be subject to, or may be adjacent to, an easement acquired some time ago by Potomac Valley Soil Conservation District and related to the flood control structure in the vicinity. The purpose of the easement is to restrict the placement of any obstructions on the easement area. Such obstructions include but are not limited to, structures, sheds, shelters, out buildings, picnic tables and temporary or permanent storage of any materials including hay, fire wood, etc.