

*Handwritten:*  
C. L. Baur  
Patten  
8/29/89

RESERVATIONS AND RESTRICTIVE COVENANTS

WHITE TAIL RIDGE

DATED: AUGUST 8, 1989

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

The Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in White Tail Ridge, as below described, or claiming under them.

Invalidation of any of the following 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 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 White Tail Ridge, 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 White Tail Ridge 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.
  - B. The roadways, rights-of-ways, and common areas constructed throughout the Subdivision are to be conveyed to the Association owners and their respective heirs, 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 rata basis, amounts necessary for the improvement and maintenance of the rights-of-way and roads, not to exceed \$100.00 per Lot annually, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114.
  - D. Any assessments, together with interest 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 acknowledge Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid.

2. LOT AND AREA USE: Each Lot shall be used only for residential and recreational 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 560 square feet minimum total area, exclusive of porch, basement, and garage.

A. A private garage may be built separately or attached to and made a 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 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, 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 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.

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 thereon which may become an annoyance or nuisance to the neighborhood.

4. SETBACKS: No building or any part thereof shall be erected on any Lot nearer to any right-of-way or front lines than twenty (20) feet, or nearer to any side Lot lines or boundaries than fifteen (15) feet, or nearer to any rear Lot lines than thirty (30) feet.
5. SEWAGE: No dwelling shall be erected or maintained 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 unless housed in a garage of the type described in Item 2.A. above, for more than a period of thirty (30) days.
7. FENCES: Only fences in aesthetic harmony with the exterior design of the residential development shall be constructed and no fence shall exceed six (6) feet (i.e. seventy two (72) inches) 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 street 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, as well as livestock, shall be permitted on Subdivision Lots, provided at least one (1) acre per each such grazing animal is fenced for the maintenance of said animals.

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 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: No subdivision of a lot may create a lot or reduce a lot to less than three acres. No lot shown upon the WHITE TAIL RIDGE plats recorded in Plat Book 5, pages 164, 165, and 166 may be subdivided into more than a total of 5 lots. Only the owner who originally exercises this right of "FURTHER SUBDIVISION" shall be entitled to so FURTHER SUBDIVIDE. No lot created by this "FURTHER SUBDIVISION" provision may be further subdivided. Patten only quarantees one building site per tract as shown on the recorded plat mentioned above, with the exception of Lot 36 which has been joined with Lot 35 to form one tract.

All cost to subdivide Lots will be the cost of the purchaser. Any new owners resulting from the resubdividing shall follow the covenants and restrictions as recorded in the Mineral County Clerks Office in Deedbook ~~220~~ on page ~~420~~. 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 seperate recorded instrument.
12. EASEMENTS: Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefor, 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 the Subdivision.

such utility, easement 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 the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road.


13. 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 White Tail Ridge, 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.

WITNESS the following signature and seal:

(SEAL)

PATTEN CORPORATION MID-ATLANTIC

BY:

  
David Myers  
Regional President

STATE OF WEST VIRGINIA

COUNTY OF BOCKLEY

I, Diana Ruggles, a Notary Public in and for the County and State aforesaid do hereby certify that David Myers, Regional Vice President of PATTEN CORPORATION MID-ATLANTIC, whose name is subscribed to the foregoing instrument dated the 8<sup>th</sup> day of August, 1989 has this day acknowledged the same before me in my said County to be the act and deed of said corporation.

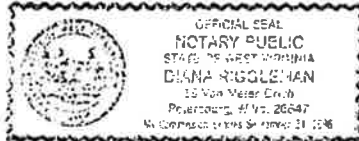
Given under my hand and seal this 8<sup>th</sup> day of August, 1989

My Commission Expires:

Sept. 24, 1996

Diana Ruggles

Notary Public



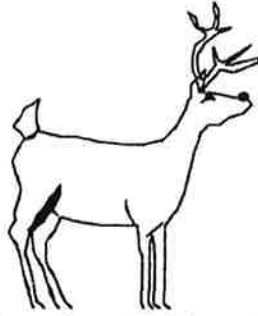
STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 15<sup>th</sup> day of August, 1989 at 2:40 o'clock P.M., the foregoing Reservations of Protective Covenants with the certificate thereto annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

RUBY L. STAGGS

Clerk County Commission

CARTO & HARRIS INC., SPENCER, W. VA. AT-ORDER NO 92245-89



**WHITE TAIL RIDGE HOMEOWNER'S  
ASSOCIATION**

**Attention Realtors!!!**

**Our Homeowners Association greatly appreciates your support and business. We are proud of our community. Enclosed is a copy of our Bylaws and Covenants. We want for all future homeowners to have this information when they purchase property in White Tail Ridge. Please notify us of any new owners after closing so that we may welcome them.**

**We will continue to offer you free advertising in our newsletter and will soon send you a complimentary copy. We do have maps available for \$10.00.**

**Please remember that our community is a private development and that we would appreciate it if you would accompany perspective buyers. Our community allows one sign placed on a private lot but be sure that it is not located too close to the road. Also, please remove any additional signs on lots. Signs are not permitted along the road on other properties or on common areas.**

**Thank you for your attention and interest in our community.**

**Jeri Trudeau**   
**President**  
**White Tail Ridge Homeowners Association**

**P.O. Box 250  
Burlington, WV 26710**

*This document was originally prepared by the law firm of Bowles, Rice, McDavid, Groff & Love of Martinsburg, West Virginia. It was signed by David D. Myers, Vice President of Patten Corporation on November 17, 1990, and notarized by Diana Riggelman of Petersburg.*

## ARTICLES OF INCORPORATION

On this the 17th day of November 1990, the undersigned, for the purpose of forming a corporation not for profit does hereby certify:

### ARTICLE I: *Name.*

The name of the corporation shall be White Tail Ridge Homeowner's Association, Inc.

### ARTICLE II: *Duration.*

The corporation shall exist perpetually.

### ARTICLE III: *Purpose and Powers.*

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the residents and lot owners of all lots within the subdivision know as White Tail Ridge, located in Welton District, Mineral County, West Virginia, more particularly described and shown on the plat of White Tail Ridge prepared by L&W Enterprises dated January 11, 1989, and recorded in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Map Book 5, at pages 164, 165 and 166, and any additional lands made a part of said subdivision and for this purpose to:

(a) Own, acquire, build, operate and maintain recreation areas, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, and personal properties incident thereto, hereinafter referred to as "The Common Properties;"

(b) Provide street maintenance and snow removal;

(c) Maintain unkept lands and trees;

(d) Supplement County services;

(e) Affix assessments or charges to be levied against the lots in White Tail Ridge, hereinafter referred to as "The Properties;"

(f) Enforce any and all covenants, conditions, easements, restrictions, and rights of way as set forth and contained in the Reservations and Restrictive Covenants for White Tail Ridge, made by Patten Corporation Mid-Atlantic, a Delaware corporation, recorded in the aforesaid Clerk's office in Deed Book 256 at page 690.

g. The Board of Directors of the Association may establish reasonable rules and regulations governing: camping, camp fires, the collection of trash, garbage, litter or brush; and any other matters reasonably within the scope of this Declaration.

### ARTICLE IV: *Principal Office.*

No principal office of the corporation is maintained in West Virginia but the address of the current president will suffice:

c/o Bob Snitzer  
P.O. Box 250  
Burlington, WV 26710

**Registered Agent.** George T. Berger, whose address is Star Route 1, Box 24A, Burlington, West Virginia 26710, is hereby appointed register agent of this corporation with authority to accept service of process as required by law until such time as this Article is amended by the corporation.

### ARTICLE VI: *Name and Address of Incorporator.*

The name and address of the incorporator of the



corporation is as follows:

Bluegreen Corporation, also known as,  
Patten Corporation Mid-Atlantic, a  
Delaware corporation  
Route 2, Box 341-F  
Martinsburg, WV 25401

**ARTICLE VII: *Membership.***

Every person or entity who is a record owner of a fee, undivided fee, life interest, or other possessory interest, in any lot which is subject by covenants of record to assessment in any lot in White Tail Ridge as set forth in these Articles of Incorporation shall be a member.

**ARTICLE VIII: *Board of Directors.***

(Selection, term of office.) The affairs of the Corporation shall be managed by a Board of Five (5) directors, shall be the President, Vice-President, Secretary, and Treasurer, plus one Director of the corporation, who shall be elected annually for a term of two years. Election of members of the Board of Directors shall be conducted at the annual meeting of White Tail Ridge Homeowner's Association, Inc., where they shall be elected by a majority vote.

The annual meeting of White Tail Ridge Homeowner's Association, Inc., shall be on a date as selected by the membership at the previous annual meeting.

**ARTICLE IX: *Mortgages/Other Indebtedness.***

The corporation shall have the power to mortgage or execute deeds of trust upon its properties provided, that prior to any such mortgage, deed of trust, or pledge, the Board of Directors shall adopt a resolution recommending such mortgage, pledge, or deed of trust and directing that it be submitted to a vote at a meeting of members, which may be either an annual or a special meeting, written notice of which stating that the purpose or that one of the purposes of such meeting is to consider such mortgage, pledge, or deed of trust shall be given each member entitled to vote at such meeting at least fifteen (15) days but not more than fifty

(50) days prior to said meeting, and further provide that any such encumbrance shall have the assent of a majority of the votes of the members who are voting in person or by proxy at such duly called meeting.

**ARTICLE X: *Quorum and Notice of Special Meetings.***

The quorum required for any action governed by these Articles shall be the presence, in person or by proxy, of forty percent (40%) of the total number of votes eligible to be cast at any annual meeting. This number shall constitute a quorum for the conduct of business at any annual meeting or special meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 1. above, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting and further provided that no such subsequent meeting shall be held more than fifty (50) days following the preceding meeting and further provided that in no event shall the quorum for the conduct of business be reduced below ten percent (10%) of the membership of the Association.

Special meetings of the membership of White Tail Ridge Homeowner's Association, Inc. Said notice shall state the time and place of the meeting, and shall also state the purpose of said special meeting.

Special meetings of the Association membership may be called by the President or by the Board of Directors. Special meetings of the membership may also be called by such other officers or no less than 1/20 of the membership votes entitled to be cast at such meeting.

**ARTICLE XI: *Dedication of Properties or Transfer of Function to Public Agency or Utility.***

The corporation shall have the authority to dispose of its real properties in the same manner as provided in Article IX applicable to mortgage

or execute deeds of trust upon its properties.

**ARTICLE XII: *Dissolution.***

The corporation may dissolve and wind up its affairs in the following manner:

The Board of Directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of members, which may be either an annual or a special meeting. Each member shall be given written notice stating that the purpose or one of the purposes of such meeting is to consider the advisability of dissolving the corporation. Such notice shall be given at least fifteen (15) days but not more than fifty (50) days prior to the meeting. A resolution to dissolve the corporation shall be adopted upon receiving the approval of a majority of the votes of the members who are voting in person or by proxy at a duly called meeting. In no event shall this corporation be dissolved unless dedication of the common properties within White Tail Ridge as owned by the corporation can be effected to insure their maintenance by an appropriate public agency or other organization as described in Article XIII hereinbelow.

**ARTICLE XIII: *Disposition of Assets Upon Dissolution.***

Upon dissolution of the corporation, the assets, both real and personal, of the corporation shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practical to the same as those to which they are required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of association property shall be effective to divest or diminish any right or title of any member vested in him under the

recorded covenants and deeds applicable to the properties unless made in accordance with the provisions of such covenants and deeds.

**ARTICLE XIV: *Amendments.***

These Articles may be amended in accordance with law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provide further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to the Properties (as, for example, membership and voting rights) which are part of the property interest created thereby.

The Board of Directors shall adopt a resolution setting forth a proposed amendment(s) to these Articles and directing that they be submitted to a vote and a meeting of the membership, which may either be an annual or a special meeting. Written notice setting forth a proposed amendment(s) or summary of the changes to be effected thereby shall be mailed to each member at least fifteen (15) days in advance of said meeting but no longer than fifty (50) days in advance of said meeting. The proposed amendment(s) shall be adopted upon receiving a majority vote of a quorum of the membership, in presents either in person or by proxy. Any number of amendment(s) may be submitted and voted upon at any one meeting.

**ARTICLE XV: *By-Laws.***

The power to change or amend the By-Laws is specifically reserved to the members of the Association, by majority vote.

*Initially adopted by the WTRHA Board of Directors on November 17, 1995 with amendments through January 1996.*

## BY-LAWS

### ARTICLE I: *Name and Objective of Corporation.*

**Section 1. Name:** This Corporation shall be known as White Tail Ridge Homeowner's Association, Inc., hereinafter called the "Association".

**Section 2. Objectives:** The objectives of the Association shall be to maintain the roads situated in the White Tail Ridge subdivision for the benefit of the property owners in the subdivision. Further, the Association shall act in accordance with Article 3 of the Articles of Incorporation of White Tail Ridge Homeowner's Association, Inc.

### ARTICLE II: *Membership.*

**Section 1. Membership.** The membership of the Association shall be limited to all persons who own a lot in White Tail Ridge subdivision.

**Section 2. Lot Owner.** Each owner, or joint or common owner, of a lot in the White Tail Ridge subdivision shall be a member of the Association.

**Section 3. Annual Property Maintenance Charge Fee.** The owner(s) of each lot shall pay to the Association an annual property maintenance charge which owners of all lots in White Tail Ridge subdivision are required to pay in accordance with the restrictive covenants applicable to the subdivision. The annual property maintenance charge shall include but not be limited to the costs of maintaining the roads in the subdivision, not to exceed \$100.00 annual average common expense per lot, exclusive of optional user fees and any insurance premiums paid by the Association, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114 (as amended). Amendment adopted June 4, 1995 "to increase dues from \$100 to

\$125 per year with the additional \$25 allocated to a Capital Improvement Fund." (Passed by majority vote, 20 yes to 3 no.)

**Section 4. Establishment of Annual Dues.** The annual Association dues shall be established on a yearly basis at the annual meeting of the Association. No further assessments may be made unless specifically approved by the Association at a Special Meeting of said Association called pursuant to the Articles of Incorporation of White Tail Ridge Homeowner's Association, Inc., and these By-Laws.

**Section 5. Default by an Association Member of Annual Dues.** In the event of default by any member in paying to the Association the annual property maintenance charge, such charge shall become a lien upon the member's property as provided in the restrictive covenants for White Tail Ridge. Each lot owner in default shall be obligated to pay interest at the highest legal rate allowed by law and such common charges from the due date thereof as determined by the Association, together with all expenses, including reasonable attorney fees, incurred by the Association in any proceedings brought to collect such unpaid common charges. Voting privileges shall also be suspended for each lot delinquent in assessments due and payable.

**Section 6. Vote.** If two or more members have or hold common or joint ownership of any lot in White Tail Ridge subdivision, only one vote shall be cast for each lot with common or joint ownership; provided, further, that only members in good standing may vote, and members delinquent in assessment payments shall cure their default before voting rights are reinstated. The designation of any proxy shall be made in writing to the Secretary of the Association, and shall be revocable at any time by written notice to the Secretary by the member or members so designated.

### **ARTICLE III: *Corporate Officers***

**Section 1.** The officers of the corporation shall also serve as four (4) of its five (5) directors on the Board of Directors.

**Section 2. Officers.** The officers of the Association shall consist of a President, Vice-President, Secretary and a Treasurer, elected as provided in Section 1 of Article V of these By-Laws, and in the Articles of Incorporation of White Tail Ridge Homeowner's Association, Inc.

**Section 3. President as Committee Member.** The President shall be a member, ex officio of all committees.

**Section 4.** The officers of the Association must be members of the Association and shall be elected at the annual meeting of the members of said Association. The term of each officer and the Directors shall be for two years.

### **ARTICLE VI: *Meetings***

**Section 1. Annual Meeting of Members.** The annual meeting of members of the Association shall be held at a date as selected by the membership at a previous annual meeting.

**Section 2. Special Meeting of the Association.** Special meetings of the Association members may be called by the President, or upon request of ten (10) members to the President made in writing. Notice of the meeting shall be mailed to each member at least fifteen (15) days prior to the date of the said special meeting, which meetings shall be held before the expiration of fifty (50) days from the mailing of said notice. Said notice shall state the time and place of the meeting and shall also state the purpose of said special meeting. At such special meeting there shall only be considered such business as is specified in the notice of meeting.

**Section 3. Quorum For Members of Meeting.** At all meetings of the Association, either special or regular, the representation, in person by owners or by proxy, of forty percent (40%) of the Lots in the subdivision eligible to vote at any

annual meeting shall constitute a quorum for the conduct of business.

**Section 4. Lack of Quorum.** If a quorum is not present, the presiding officer may adjourn the meeting to a day and hour set by him. The members present at a duly called or held meeting at which quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough members to leave less than a quorum at the preceding meeting but shall not be reduced below ten percent (10%) of the Association membership.

**Section 5. Order of Business.** At all meetings of the Association, the order of business shall be as follows:

- (a) Reading of Minutes of immediate prior meeting for information and approval.
- (b) Reports of officers.
- (c) Reports of Committees.
- (d) Unfinished business.
- (e) New business.
- (f) Reading and approval of Minutes of meeting just had, if requested.

**Section 6. Specific Location.** Meetings of the Association shall be held at a suitable place convenient to the members and such a place shall be specified in the notice of meeting.

### **ARTICLE V: *Elections and Officer Terms.***

**Section 1. Elections.** The term of an officer and directors of the Association shall be two (2) years and they shall be elected by majority vote of Lots represented at the annual meeting of the Association. [Amendment; adopted December, 1995 to delete from Article V, Section 1, the sentence "No member may serve more than two (2) consecutive terms." *Passed by majority vote 26 yes, 5 no.*] No members delinquent in assessment payments are eligible to hold office until the delinquency is cured.

**Section 2. Vacancies.** If a vacancy occurs among the officers, the Board of Directors shall fill said vacancy for the remainder of said officer's term.

**Section 3. Removal.** Any officer may be removed for office for cause, by the vote of members of the Association constituting 75% of the lots represented and entitled to vote at a regular or special meeting of the Association.

**Section 4. Nomination.** At least one (1) month before the election meeting, at his/her option, the President may appoint a Nominating Committee of three (3) members of the Association whose duty it will be to nominate the officers. Sole or additional nominations may be made by any members of the Association at the election meeting.

**ARTICLE VI: *Duties of Officers.***

**Section 1. President.** The President shall preside at all meetings of the Association and shall appoint such committees as he or the Association shall consider expedient or necessary.

**Section 2. Vice President.** In the absence of the President, the Vice-President shall perform his duties, and in the absence of the President and Vice-President, the Treasurer shall preside and assume the duties of President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

**Section 3. Secretary.** The Secretary shall keep the Minutes of all meetings of the Association and shall, if requested, read such Minutes at the close of each meeting for approval if possible, and shall mail out all notices for meetings of the Association. He/she shall perform such other duties as may be required of him/her by the By-Laws, the President or the Association.

**Section 4. Treasurer.** The Treasurer shall have the charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as ordered or authorized by the Association. He/she shall keep regular accounts of his/her receipts and disbursements, submit his/her record when requested, and give itemized statement at regular meetings of the Association. He/she, or the

President or Vice-President, may sign checks and withdrawal slips on behalf of the Association upon any and all of its bank accounts.

**Section 5. Execution of Instruments.** The President, Secretary or the Treasurer, shall, on being said directed by the Association, sign all leases, contracts or other instruments in writing, provided, however, that these powers are subject to the provisions of Article IX of the Articles of Incorporation of White Tail Ridge Homeowner's Association, Inc.

**ARTICLE VII: *Duties and Powers of the Board of Directors***

**Section 1. Management of Association.** The officers of the Association acting in the form of a Board of Directors shall have general charge and management of affairs, funds, and property of the Association. Said Board of Directors shall have full power, and it shall be their duty to carry out the purposes of the Association according to its Articles of Incorporation and By-Laws.

**Section 2. Rules of Conduct.** The Board of Directors may make reasonable rules for the conduct of the members and their guests for the use of Association property and facilities not provided for in these By-Laws, the restrictive covenants applicable to White Tail Ridge subdivision, the Articles of Incorporation of White Tail Ridge Homeowner's Association, Inc., or the individual deeds or deeds of members for lots in White Tail Ridge subdivision.

**Section 3. Annual Property Maintenance Charge Fee.** The Board of Directors shall have the power to collect the annual property maintenance charge fee for which members and owners of lots in White Tail ridge subdivision are required to pay in accordance with the provisions of the restrictive covenants applicable to White Tail Ridge subdivision, and to impose and enforce any lien or encumbrance provided for in said restrictive covenants, and to suspend the voting rights of delinquent lot owners.

**Section 4. Board of Directors Meetings.** The Board of Directors, at their discretion, shall set times and dates for meetings of the Board as agreed by a majority of the Board. There shall be no need for formal written notice of the meetings but rather, it will be left to the President of the Association, who shall be the Chairman of the Board of Directors, to schedule meetings of the Board when necessary.

**ARTICLE VIII: *Compensation of Directors.***

Neither the officers nor members serving on committees shall receive any salary or compensation for services rendered to the Association.

**ARTICLE IX: *Notices.***

All notices to members shall be mailed to their addresses as given on the books of the Association, and such mailing shall constitute presumptive evidence of service thereof.

**ARTICLE X: *Liability of Officers.***

**Section 1. Liability.** The officer of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the officers against any contractual liability to others arising out of contracts made by the officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation or of these By-Laws. It is intended that the officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that any liability of any member of the Association arising out of any contract made by said officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of the Board of Directors, or out of the aforesaid indemnity in favor of such officers, shall be limited to such proportion of the total liability thereunder as this membership bears to the entire

membership in the Association.

**ARTICLE XI: *Corporate Business Records.***

**Section 1.** The corporate business records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

**ARTICLE XII: *Parliamentary Rules.***

Roberts Rules of Order shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

**ARTICLE XIII: *Amendments to By-Laws.***

**Section 1. Proposal.** Amendments to these By-Laws may be proposed by a majority of the Lots represented at an Association meeting with a quorum, whether meeting as members or by instrument in writing signed by them.

**Section 2. Adoption.** Amendment to these By-Laws may be adopted only by a two-thirds vote of a quorum of the Lots represented and eligible to vote at a regular or special meeting of the Association (i.e. two-thirds of 40% of the Lots represented) provided that notice of the proposed amendment has been stated in the call for the meeting.

**ARTICLE XIV: *Penalties.***

*Adopted June 26, 1996.*

[Section 1. When an owner is in violation of a specific provision of the restrictive covenants, the lot owner has 30 days from the receipt of the notice to rectify the situation. At the end of the 30 day period, the Board may levy a fine not to exceed \$200 per year until the violation is remedied. Within the 30 days the lot owner may appeal in writing to the Board of Directors. Upon receipt of the appeal, the Board will consider the particulars of the violation and will render a final decision on the application of penalties. It is also the responsibility of the lot owner to inform the Board of Directors within the 30 day period if the infraction has been eliminated. Upon levying a fine, the Board may

seek judgement and place liens against the subject property in accordance with Mineral County law.

**Section 2.** All lot owners who are not current in their dues, assessments, or in more than 90 days violation of covenants, shall not be permitted to use common property until such monies are brought up to date. This is to include use of roads\*, ponds, et al. The only exception will be if a delinquent lot owner is accompanied by a lot owner in good standing, and if the lot owner has made prior arrangements with the Board of Directors. Violations of this section will constitute an act of trespass and will be subject to prosecution under the laws of Mineral County and West Virginia.

**\*Other than direct access to your property, use of roads is prohibited.]**

*Recorded in the Office of the Clerk, Mineral County in Deed Book 256, page 690-694 on August 8, 1989.*

## RESERVATIONS AND RESTRICTIVE COVENANTS

**P**atten Corporation Mid-Atlantic, a corporation, is hereby referred to in this document as "Grantor".

The Restrictive Covenants in this document are to run the land and shall be binding upon all parties and all persons owning lots in White Tail Ridge, as below described, or claiming under them.

Invalidation of any of the following Restrictive Covenants by judgement of 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 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 White Tail Ridge, 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, 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.

**B.** The roadways, rights-of-ways, and common areas constructed throughout the Subdivision are to be conveyed to the

Association owners and their respective heirs, 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 rata basis, amounts necessary for the improvement and maintenance of the rights-of-way and roads, not to exceed \$100.00 per Lot annually as adjusted pursuant to the provisions of West Virginia Code 368-1-114.

**D.** Any assessments, together with interest 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 acknowledge Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid.

**2. Lot and Area Use:** Each Lot shall be used only for residential and recreational 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 560 square feet minimum total area, exclusive of porch, basement, and garage.

**A.** A private garage may be built separately or attached to and made a 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.



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 coats, may be kept for commercial purposes within 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, as well as livestock, shall be permitted on Subdivision Lots, provided at least one (1) acre per each such grazing animal is fenced for the maintenance of said animals.

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 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:** No subdivision of a lot may create a lot or reduce a lot to less than three acres. No lot shown upon the WHITE TAIL RIDGE plats recorded in Plat Book 5, pages 164, 165, and 166 may be subdivided into more than a total of 5 lots. Only the owner who originally exercises this right of "FURTHER SUBDIVISION" shall be entitled to so FURTHER SUBDIVIDE. No lot created by this "FURTHER SUBDIVISION" provision may be further subdivided. Patten only guarantees one building site per tract as shown on the recorded plat mentioned above, with the exception of Lot 36 which has been joined with Lot 35 to form one tract.

All costs to subdivide Lots will be the cost of the purchaser. Any new owners resulting from the resubdividing shall follow the covenants and restrictions as recorded in the Mineral County Clerks Office in Deed book

256 on page 690. 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.

**12. Easements:** Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefor, 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 line, fifteen (15) feet along the rear lines of any said Lot and thirty (30) feet wide along the perimeter of the Subdivision.

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 the utilities. Road right-of-way is to be forty (40) feet total width, being twenty (20) feet each side of center line of road.

**13. 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 White Tail Ridge, 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.