

**CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS
DEDICATION OF AMENDED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as "Declarant", does hereby record the plat of a subdivision known as CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS, lying and being situate in Springfield District, Hampshire County, West Virginia, and being more fully described on the plat and survey of Frank Whitacre, L.L.S., and dated 1988, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, just prior to the recording of this instrument in Plat Book No. 5, Page (not yet assigned) to which reference is hereby made, and said real estate being part of a larger tract of real estate conveyed to Equerries, Inc., A West Virginia Corporation, by deed from Sally P. Bean and Sue P. Maphis, dated August 10, 1987 and recorded in the Hampshire County Clerk's Office in Deed Book No. 295 at Page 93.

All lots in CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS Homeowners Association, its successors and assigns.

2. "Owner" 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 property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any numbered or lettered plat of land shown upon any recorded subdivision plat of the property.

5. "Declarant" shall mean and refer to Equerries, Inc.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. On or before November 15, 1989, or when three-fourths (3/4) of the lots have been sold, whichever occurs first, a Homeowners Association shall be established with membership consisting of the Owners (and only the owners) of each lot in CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS who shall have one (1) vote per lot owned. The Association shall be governed by the majority of the lot owners. A Board of Directors of three (3) members shall be elected by the lot owners.

The initial Directors of the Association consisting of one to three members shall be appointed by the Declarant or their assigns and thereafter the Board of Directors shall be elected by the lot owners. The initial Directors shall be responsible for calling the first meeting of the Homeowners Association on or before November 15, 1989, and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable by January 31, 1990. The meeting shall be held in Hampshire County, West Virginia, at a suitable place to be designated by the initial Board of Directors. At said meeting the said owners shall, by majority vote, form the said Association's legal entity as they deem advisable and shall elect a Board of Directors and or officers of said Association.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

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1. The Declarant shall assess initially, for each Lot, ONE HUNDRED DOLLARS per year for the use, upkeep and maintenance of the rights-of-ways within CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS; upkeep and maintenance of the rights-of-ways to and from West Virginia State Route 28; subject to any increase as provided hereinafter. Said \$100 to be collected on day of settlement & upon deed conveyance.

2. Any assessment made pursuant to this paragraph, including a late fee of Five Dollars (\$5.00), interest at the rate of ten percent (10%) per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid. The lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. This assessment may not be increased by more than a percentage increase greater than the Cost of Living Index (Urban) as published by the Department of Interior, Bureau of Standards. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Homeowners Association and is deemed to covenant and agree to pay One Hundred Dollars (\$100.00) per lot per year beginning January 31, 1990, and to pay annually thereafter to the Homeowners Association, to be created as herein set forth, an amount determined by the positive vote of owners of at least two-thirds (2/3) of the lots in said subdivision as necessary for the purpose of maintaining and improving rights-of-ways and roadways shown on the subdivision plat, and the right-of-way from said subdivision to West Virginia State Route 28 over other real estate not a part of this subdivision. Beginning the winter of each year hereafter, said Association shall notify each lot owner in writing, as to the amount of the lot assessment which shall be due and payable by the lot owner to the CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS Homeowners Association. In the event of a resale or transfer of one or more parcels in said subdivision, this obligation shall run with the land and become the obligation of the new owner(s) even though it may have been assessed to a prior owner. In the event of a transfer by judicial sale or sale under Deed of Trust, any past due and unpaid road maintenance fees shall be paid by the party forcing the sale of the lot, or be paid by the new purchaser. This section does not apply to Declarant should they reacquire title through judicial sale, deed of trust sale, or by voluntary sale from Owner. See Paragraph No. 4 below.

3. If the owner of any Lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Homeowners Association may bring an action at law against the owner personally obligated to pay same and may also sell the lot involved at public auction after advertisement once a week for two (2) successive weeks in a newspaper having general circulation in Hampshire County, and after thirty (30) days written notice mailed to the last known address of said owner. Cost of this, including reasonable and necessary attorney fees, advertising costs, auctioneering fees, recording fees, and other necessarily incurred costs from the proceeds of sale before the payment of amount involved. Or, if the owner chooses to pay the assessments before sale of the property, the costs incurred to date of owner's payment of the assessment shall be collected from the owner as a condition precedent to cancellation of the sale.

4. In exchange for Declarant's agreement to install and maintain said roadways and rights-of-way until April 30, 1989, the Declarant shall be forever exempt from the payment of said annual assessments and maintenance fees and assessment fees as to all presently owned by or later reacquired by the Declarant. In the event the Declarant should reacquire real estate through purchase at a foreclosure sale or through settlement of Owner's default in any contract, note or deed or title the owner should be obliged to pay the Declarant, Declarant shall not be required to pay any past due Assessments that the previous Owner may have owed the Association, nor shall Declarant be required in the future to contribute to the maintenance of the roadways.

5. If any one owner owns two or more adjoining lots, only one assessment shall be payable so long as two or more adjoining lots are so owned, and only one house is built by said owner of said lots. If any of said lots is hereafter sold or conveyed or improved by an additional dwelling, it shall be subject to separate assessment of \$100.00. Nothing herein shall be deemed to alter the "one vote per one lot owned" rule which is established in Article II, paragraph 2 above.

**ARTICLE IV
USE RESTRICTIONS**

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1. Each lot owner shall have an unobstructed and the nonexclusive thirty foot right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat, and a right-of-way twenty feet in width over the Road, shown on the plat which provides ingress and egress with West Virginia State Route 28. The Homeowners Association shall be responsible for maintenance of the subdivision roads, and responsible for the maintenance of the access road to and from West Virginia State Route 28. The rights-of-ways shall be subject to the common usage of the declarant, their heirs and assigns. The declarant reserves the right to add additional real estate to CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS, or to create a subdivision adjoining CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS, provided however, Declarant agrees any future subdivision shall have similar covenants provided for herein and that any new subdivision which utilizes the subdivision road system utilized by CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS shall require the lot owners to contribute to the maintenance of the subdivision road system.

Notwithstanding the prior paragraph, the Declarant reserves unto itself and its successors and assigns the right to erect a gate or gates across said rights-of-ways to control unauthorized traffic. Said gate or gates shall be kept locked at all times, if constructed, and should emergency vehicles be necessary, an open access will be granted through lands retained by the Declarant. Cost of constructing and maintenance shall be the responsibility of the Homeowners Association.

2. No part of any tract sold by the Declarant may be sold or used as a road or as a right of way to any other real estate but, as indicated in Article IV Use Restrictions No.1. The declarant for itself, its successors and assigns, reserves the right to use said right-of-way as it crosses the real estate herein conveyed, to provide ingress and egress to and from its remaining real estate or any other real estate hereinafter acquired by Equerries, Inc. The roads within the subdivision will not be used by hunters to gain access to areas within or outside the subdivision.

3. The Declarant reserves unto itself and its successor and assigns, easements for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, guy wires may extend beyond the easement limit, cable t. v., electric, water lines, and trails for hiking and horseback riding, on, over and under a strip of land ten (10) feet wide along all property lines not serving as the centerline for rights-of-ways, and fifteen (15) feet along all the rights-of-ways, in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services or trails, however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners, trails at the expense of Homeowners Association. Any trails will provide lot owners with as much privacy as possible.

4. No commercial signs or advertising of any nature shall be erected or maintained on any lot, except for sale or rental signs not to exceed six (6) square feet in area, except for directional and formational signs of Declarant.

5. No further subdivision is allowed of any lot.

6. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as part of the development of any lot, the owner shall provide adequate off-road parking for owner and his guest(s).

7. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left stored or abandoned on said tracts.

8. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months, provided however nothing shall be construed to prevent the owner from erecting tents or temporary camping trailers on the lot and to camp overnight in said tents or camping trailers for a period of up to fifteen days.

9. Not more than one single family residence or temporary camping trailer may be placed on any lot. Residences shall contain a minimum of 480 square feet of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. Residences shall be placed 100 feet or more from the centerline of any roadway unless otherwise approved by Declarant or their assigns. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

Minimum residence size is 750 square feet of living area. If an owner's residence is smaller, an easement of the requirement must be obtained from the Homeowners Association Board of Directors. The new minimum applies to new residences started after 2004.

10. Each lot shall be used for residential/recreational purposes only, and any garage or outbuilding must conform generally in appearance and material with any dwelling on said lot. Use of the property for any form of commercial or agricultural use or the raising of livestock or poultry (regardless of number) is not allowed within subdivision.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

- (a) The raising & use of horses throughout subdivision.
- (b) Home occupations conducted by occupant.
- (c) Home gardening is permitted.

11. The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

If the owner, or the owner's contractor, does not repair and restore promptly, then the repair may be made by the Homeowners Association or their assigns, and the owner billed for the cost of said repair.

Road maintenance and repair are to be done by the contractor hired by the Homeowners Association. No other person will be allowed to do any grading or snow removal by plow or other vehicle; if private scraping activity results in damage to the roads, easements, or private property, the Homeowners Association will hire the contractor to make the repairs, and the person responsible for the damage will be billed.

12. No building shall be erected closer than one hundred (100) feet from the property line which adjoins the subdivision road, nor closer than twenty (20) feet to the side or rear property lines, with the exception that where two or more tracts are used together for the construction of one dwelling, then said twenty (20) foot setback rule is thus waived, the two or more lots which comprise the homestead shall thereafter be sold and conveyed as one unit, and may not be sold separately; but voting and membership rights shall not be affected.

12.1. Each owner is responsible to comply with the building ordinance adopted by the Hampshire County Commission which regulates the building of homes, or structures.

13. All sanitation facilities constructed on any lot shall conform with the regulations of the Hampshire County Health Department.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Homeowners Association, upon two-thirds (2/3) vote of the Board of

Directors, and after fifteen (15) days notice to the owners of the Property, the Homeowners Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 24" high in the form of hay), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

15. The use of any motorcycle, dirt bike, all terrain vehicles, or other similar motorized conveyance within the subdivision is strictly prohibited. No recreational riding of motorcycles, dirt bikes, all terrain vehicles, or other similar motorized conveyance shall be allowed in said subdivision, however, this does not prohibit owners of real estate in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their real estate or for legitimate business reasons.

16. CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS is a wild life refuge, and no hunting will be permitted. Firearms shall not be discharged within said subdivision.

17. If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

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18. The Association, by vote of two thirds (2/3) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above, may be enforced by fines or other penalties.

19. No outdoor lights over 60 watts are permitted to remain on after 11 p.m. Motion sensor lights are permitted after 11 p.m.; however, no "spotlights" or "floodlights" are to be turned on after 11 p.m.. Regular porch lights may be left on occasionally after 11 p.m., so long as the wattage is not greater than 60.

ARTICLE V GENERAL PROVISIONS

1. Declarant reserves the right to replat, re-subdivide and renumber any unsold lot or lots, and to add additional adjoining real estate that it may acquire to said subdivision. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s) or other real estate later added to and becoming a part of said subdivision.

2. All sewage disposal systems constructed on said lots shall conform to the regulations of the appropriate West Virginia Department of Health. Free standing toilets are also subject to the aforementioned requirements and shall not be constructed unless specific authority is first obtained from the Health Department, and then they must be placed in such location with respect to the residence, cabin, or accessory building located on the premises that the free standing toilet does not create an unnecessarily unsightly condition to the adjoining lot owners within the subdivision. In this connection, the Owner should submit plans for the construction to the Homeowners Association, and obtain prior approval from the Board of Directors prior to the location and construction of a free standing toilet.

3. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

4. The Association, or any Owner, shall have the right to enforce by any proceedings, 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 Declarant or Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by not less than ninety (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot owners.

6. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

7. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

EQUERRIES, INC., WEST VIRGINIA CORPORATION

by _____
its President

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

The foregoing instrument was acknowledged before me this the 21st day of November, 1988, by William L. Hockensmith, who has signed this instrument as President of Equerries, Inc., and he has acknowledged his signature to be duly authorized as the act and deed of the corporation.

My commission expires June 29, 1992.

Notary Public

**BY-LAWS
OF
CRYSTAL VALLEY ESTATES/WEATHERING HEIGHTS
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I. OFFICES

The principal office of the corporation in the State of West Virginia shall be initially located in Romney, County of Hampshire, c/o Bill Timmermeyer, HC 65, Box 1375, Romney, West Virginia 26757. The corporation may have such other offices, either within or without the State of West Virginia, and the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the members shall be held on the last Saturday in the month of April each year, beginning with the year 1998, at the hour of 10:00 o'clock AM for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than twenty-five (25%) percent of all the outstanding memberships of the corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of West Virginia unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of West Virginia, unless otherwise prescribed by statute, as the place for the holding of such a meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of West Virginia.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than fourteen (14) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership books of the corporation, with postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other proper

purpose, the Board of Directors of the corporation may provide that the membership books shall be closed for a stated period but not to exceed, in any case, ten (10) days. Pertinent Real Estate offices must be notified two (2) weeks prior to the Meeting and Closing of Books in case there is a pending sale. If the membership books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the membership books, the Board of Directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than 20 days, in case of a meeting of members, not less than 10 days prior to the date on which the particular action, requiring such determination of members, is to be taken. If the membership books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is mailed, shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting or members has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the membership books for members of the corporation shall make a complete list of the membes entitled to vote at each meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of memberships held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof.

SECTION 7. Quorum. Twenty-five Percent (25%) of the outstanding memberships of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than Twenty-five Percent (25%) of the outstanding memberships are represented at a meeting, a majority of the memberships so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 8. Proxies. At all meetings of members, a member may vote in person or by proxy executed in writing by member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after Eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Voting of Memberships. Subject to the provisions of Section 12 of this Article II, each outstanding membership entitled to vote shall be entitled to one vote per lot upon each matter submitted to a vote at a meeting of members.

SECTION 10. Voting of Memberships of Certain Holders. Memberships standing in the name of a corporation or limited liability company may be voted by such officer, agent or proxy as the by-laws of such corporation or limited liability company may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation or limited liability company may determine.

Memberships held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such memberships into his name. Memberships standing in the name of a trustee may be voted by him, either in person or by

proxy, but no trustee shall be entitled to vote memberships held by him without a transfer of such memberships into his name.

Memberships standing in the name of a receiver may be voted by such receiver, and memberships held or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A member whose memberships are pledged shall be entitled to vote such memberships until the memberships have been transferred into the name of the pledge, and thereafter the pledge shall be entitled to vote the memberships so transferred.

SECTION 11. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Seventy-five Percent (75%) of the members entitled to vote with respect to the subject matter thereof.

SECTION 12. Cumulative Voting. Unless otherwise provided by law, at each election for Directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of memberships owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such Directors multiplied by the number of his memberships shall equal, or by distributing such votes on the same principle among any number of candidates.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors of the corporation shall be three (3). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. No Board Member shall remain on the Board for more than three (3) consecutive years. At the annual meeting, members will elect an Alternate Board Member who will attend Board meetings and will be authorized to vote on an absent Board Member's behalf.

SECTION 3. Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meeting of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram. Oral notice may be adopted by unanimous vote of the Board of Directors. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such

notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. But if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. When the Alternate Board Member is present when there is less than a majority of the number of Directors present at a meeting of the Board of Directors, then the Alternate Board Member will act as Director and vote on behalf of an absent Board Member so as to constitute a quorum.

SECTION 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The act of one or two Directors together with the Alternate Director acting on behalf of an absent Board Member, thereby forming a quorum, shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the Directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the members.

SECTION 10. Compensation. If any compensation were to be provided to Directors by the Association, it would have to meet Internal Revenue Code rules and regulations for compensation paid by Section 501(c)(3) corporations. However, salaries for anyone in the Association are not permitted.

SECTION 11. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporation matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV. OFFICERS

SECTION 1. Number. The officers of the corporation shall be a President, Vice President, a Secretary and Treasurer (or Secretary/Treasurer), each of whom shall be elected by the Membership. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. The offices of Secretary and Treasurer are to be separate, not combined.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Members shall be elected annually by the Members at the annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. No officer shall remain in the same position for more than three (3) years. Additionally, the President, Secretary and Treasurer should not leave office at the same time.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporation records and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) sign with the President certificates for memberships of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors.; (f) have general charge of the membership books of the corporation; (g) forward minutes of the annual meeting to each Association Member within 60 days of the date of the meeting; (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors; (i) in the absence of a President and Vice-President, the Secretary shall perform the duties of the President.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article VI of these By-Laws; and (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE V. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of the corporation now or hereafter serving as such, shall be indemnified by the corporation against any and all claims and liabilities to which he has or shall become subject to by reason of serving or having served as such Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the corporation shall reimburse each person for all legal expenses reasonable incurred by him in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, or any claim or liability arising out of his own willful misconduct or gross negligence.

The amount paid to any officer or Director by way of indemnification shall not exceed his actual, reasonable, and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than 3 nor more than 5 persons selected by the Board of Directors, who shall be members of the corporation but not officers or Directors and any determination so made shall be prima facie evidence of the reasonableness of the amount fixed or binding on the indemnified officer or Director.

The right of indemnification herein above provided for shall not be exclusive of any rights to which any Director or officer of the corporation may otherwise be entitled by law.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any one contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances, however, no such contract shall exceed \$5,000.00 in value without the vote of the membership.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

SECTION 5. Donations. Every year, the Association will donate \$50 to the Springfield Valley Volunteer Fire Company and \$50 to the Romney Fire Company.

SECTION 6. Minimum Balance. A minimum balance of \$1,500 should be carried in the CV/WH bank account to be used for emergency purposes.

ARTICLE VII. FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE VIII. DIVIDENDS

The Board of Directors may not declare, and the corporation may not pay, dividends on its outstanding memberships in any manner.

ARTICLE IX. ASSOCIATION SEAL

The Board of Directors shall provide a corporation seal which shall be rectangular in form and shall have inscribed thereon the name of the corporation and the state of corporation and the words, "Corporation Seal".

ARTICLE X. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the corporation under the provisions of these By-Laws or under the provisions of the articles of corporation or under any other provisions of the law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI. MAINTENANCE

Article III, Covenant for Maintenance Assessment of the Declaration of Protective Covenants, Conditions and Restrictions for said Association are incorporation herein by reference.

ARTICLE XII. AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Members at any regular or special meeting of the Members.

ARTICLE XIII. MISCELLANEOUS

SECTION 1. Minimum Residence Size. Residences shall contain a minimum of 750 square feet of living area, excluding basement, garage, porch, carport, deck and overhanging eaves. If an owner's residence is smaller than 750 square feet in living area, an easement of the

requirement must be obtained from the Homeowners Association Board of Directors. The new minimum applies to new residences started after 2004.

SECTION 2. Changes in Association Fees. Article III of the Covenant For Maintenance Assessment provides for road maintenance fees to be increased by vote of Members as necessary for the purpose of maintaining and improving rights-of-ways and roadways within the subdivision. The annual Association Fee of \$175.00 was voted on and accepted by more than two-thirds (2/3) of members entitled to vote at the General Meeting on April 26, 2008.

SECTION 3. Outdoor Lights. No outdoor lights over 60 watts are permitted to remain on after 11 p.m. Motion sensor lights are permitted after 11 p.m.; however, no "spotlights" or "floodlights" are to be turned on after 11 p.m. Regular porch lights may be left on occasionally after 11 p.m., so long as the wattage is not greater than 60.

SECTION 4. Hunting. Crystal Valley Estates / Weathering Heights is a wild life refuge, and no hunting will be permitted. Firearms shall not be discharged within said subdivision.