



SALES MAP FOR
OAKPOINTE SUBDIVISION

W. THOMAS L. CAMPBELL
450 SOUTH MINERAL STREET
KEYSDR, WV
304-786-0613

20 LOT SUBDIVISION
DENNISON HOLLOW ROAD, ROUTE 17
1.6 Mile East of Fort Ashby, WV
Frankfort Dist., Mineral County, West Virginia

Date: Feb. 07, 2008
Scale: 1" = 650'

Surveyed Jan. 2006 By
L. & W. Enterprises, Inc.
14 South Grove Street
Petersburg, WV 25204-257-0810

Drawn By: CEK

OAKPOINTE

Dedication of Plat and Declaration of Protective Covenants

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Oakpointe, LLC, hereinafter referred to as "Declarant" does hereby record that plat of a subdivision known as Oakpointe, lying and being situated in the Frankfort District, Mineral County, West Virginia, and being more fully described on the plat and survey of Oakpointe, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Mineral County, West Virginia, prior to the recording of this instrument in Map Book _____ at Page _____ to which reference is hereby made, and said real estate being a part of the same real estate conveyed to the said Declarant by Deed dated August 19, 2005 and recorded in Deed Book 322 at Page 218.

All lots in Oakpointe Subdivision 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 Oakpointe Property Owners' 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 a part of the property, including contract sellers, but excluding those having such and 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 the recorded subdivision plat of the property.
5. "Declarant" shall include the Declarant and its successors and assigns, which rights, as developer, may be assigned by specific reference to this document, as successor developer.

ARTICLE II—MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES

1. Every owner of a lot, including re-subdivided lots shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.
2. The Oakpointe Property Owners' Association is required to secure and maintain a third party liability insurance policy in the principal amount as may be required

by the State of West Virginia or Federal law from time to time.

3. On or before December 31, 2006 or when twelve (12) of the lots in Oakpointe have been sold, whichever occurs first, a Property Owners' Association shall be established with membership consisting of the owners (and only the owners) of each lot in Oakpointe who shall have one (1) vote per lot owned. A Board of Directors of three (3) to (5) members shall be elected by the lot owners, except for the initial Board.

The initial Directors of the Association consisting of one to five 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 Property Owners' Association on or before January 31, 2007 and shall be responsible for the mailing of the written notice of the lot assessment which is due and payable on February 28, 2007. The meeting shall be held in Mineral County, West Virginia, at a suitable place to be designated by the initial Board of Directors. At said meeting, the owners shall by a majority vote, determined whether or not the Association shall be a corporation, and unincorporated association, or other legal entity, and shall elect a Board of Directors and such officers as that may determine necessary, depending on the legal entity which they have selected.

4. The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:
 - a. Maintain Property Owners' Association records, periodically elect officers and directors, and establish and collect fees and dues.
 - b. Maintain Financial Records.
 - c. Administer the upkeep and improvements, including roads, to the Oakpointe Subdivision.

ARTICLE III—COVENANT FOR MAINTENANCE ASSESSMENT

1. Each owner of a Lot within Oakpointe, but excluding the Declarant and successor developer, shall pay an assessment for the reasonable construction, use, and maintenance, and expansion of the roads in Oakpointe. All assessments, including any pro-rate share of said assessments, shall be collected by and paid beginning the calendar year of January 1, 2007 through December 31, 2007. The initial annual Assessment for the year beginning 2007 shall be \$200 per Lot. In no event shall the annual average common expense liability of each Lot, exclusive of optional user fees of any insurance premiums, exceed the sum permitted pursuant to the provisions of the West Virginia Code §§ 36B-1-203 and §§ 36B-1-114. All assessments shall be due and owing on the first day of January of each year and if unpaid shall be a lien upon the property against which each assessment

is made, which lien shall be effective upon the filing of a "Notice of Lien" (in the general form and substance as Exhibit A) in the Office of the Clerk of the County Commission of Mineral County, West Virginia, among the lien records stating the Name of this Development, reference to these Protective Covenants, the lot or lots owned and subject to the lien, one or more of the record owners of the lot or lots, the amount of the lien and that a copy of the Notice of Lien has been mailed by certified U.S. Mail to the last known address of the owner or owners, which Notice shall be signed by one or more of the then current officers of the Property Owners' Association. Said Notice shall be acknowledged before a notary public or other official empowered to take acknowledgements for a deed. Such Notice shall be prima facie evidence of the correctness of the lien. All purchasers of lots within this subdivision acknowledge this method of lien recordation and such recordation shall have the same effect of a vendor's lien from the date of its recordation. A copy of the form of such Notice is attached hereto and made a part hereof as Exhibit A. Additionally, Oakpointe, LLC and its assigns, including Oakpointe Property Owners' Association, shall have the right to sue for and collect any assessment, together with interest, properly assessed under this contract.

2. Any assessment made on a property 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. This lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants recorded prior to the recording of the "Notice of Lien" referred to above. The owner of each lot, by acceptance of a deed thereto, automatically becomes a member of the Oakpointe Property Owners' Association to be created as herein set forth, and agrees to pay an amount determined by the positive vote of the Owners of at least sixty percent (60%) of the Lots in Oakpointe Subdivision as deemed necessary for the purpose of maintaining (including the removal of snow and the repairs and improvements of the roads) the right of ways and roadways as shown on the subdivision plat subject to the limitations set forth above. During December of each year, beginning December, 2006 said Association shall notify each Lot Owner, in writing, as to the amount of the Lot Assessment which shall be due and payable in January of the following year. In the event of a transfer of one or more Lots 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.
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 Property Owners' Association may bring an action at law against the owner personally obligated to pay same.
4. In exchange for the Declarant's agreement to install and maintain said roadways and rights of way until sixty percent (60%) of the Lots have been conveyed the

Declarant shall be forever exempt from the payment of said annual assessments and road maintenance fees as to all Lots now owned or later re-acquired by the Declarant. In the event that the Declarant should re-acquire real estate through purchase at a foreclosure sale, through settlement of an Owner's default in any contract, or deed of trust that the Owner should be obligated to pay the Declarant, Declarant shall be exempt from all prior, current, and future assessments until resale of the lot by Declarant, including assessments on lots which have been subject to the filing of a Notice or Notices of Lien.

5. Each Lot Owner, by acceptance of a Deed thereto, acknowledges that the roads and rights of way are private in nature and may not be maintained by the West Virginia Department of Transportation or other public agency and that the maintenance of improvement thereof shall be the mutual obligation of the Landowners in the subdivision abutting said road.

ARTICLE IV—USE RESTRICTIONS

1. No 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 (said signs must comply with Mineral County Ordinances relating to the erection of signs), except for directional and informational signs provided by the Declarant, the County, or State.
2. No owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guests.
3. Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six months out of date shall be permitted on any lot. Temporary camping trailers may be placed on any lot, provided they are in compliance with Mineral County and West Virginia laws concerning temporary camping. Temporary camping shall be for the personal use of the owner and his immediate family.
4. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve months.
5. Not more than one single family residence shall be erected on a lot. Residences shall contain a minimum of 800 square feet for a single story or ranch style residence and a minimum of 1,200 square feet for a two-story residence. Said square foot minimum is of living area, excluding basement, garage, porch,

carport, deck, and overhanging eaves. All exterior construction must be completed and closed in within 12 months of the commencement of construction. No exterior siding of masonry block or cinderblock shall be permitted. Mobile Homes are not permitted.

6. Each Lot shall be used for residential and/or recreational purposes only, and any garage or barn must conform generally in appearance and material to any dwelling on said lot.

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

- a. Home occupations conducted by the occupant.
 - b. Agricultural uses, including incidental use and the construction of accessory buildings connected with the agriculture or with the building of a residence including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.
 - c. Not more than one head of livestock per fenced acre (excluding dogs and cats) shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners' Association, provided that no pigs or pig pens are allowed within the subdivision. All livestock must be fenced in. Operation of any laying hen, broiler houses, or other poultry business is prohibited. Pets and domesticated animals must be fenced in or otherwise prevented from roaming. Commercial kennels are prohibited.
7. 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 the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's Lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulated or remain on any lot.
 8. No building shall be erected closer than twenty (20) feet from the further of (1) the property line or (2) the edge of the right of way, with the exception that where two or more lots are used together for the construction of one dwelling, then the said twenty (20) foot setback shall apply only to the outside lines.
 9. All sanitation facilities constructed on any lot shall conform to the regulations of the West Virginia State Health Department, Mineral County Health Department, and any other government agency regulating the installation of sewage disposal

systems.

10. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.
11. The Declarant reserves unto himself or his assigns the right to erect, maintain, and operate and replace telephone and electric light poles, conduits, and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on or under a strip of land twenty feet (20') along all of the right of ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instruments duly recorded. Where the centerline of roadways or rights of way serve as the property line of a lot, then the twenty foot wide easement herein otherwise reserved, shall be in addition to any portion of the lot included in the roadways or rights of way, and extend instead, across the remainder of the lot abounding on said roadways or rights of way. Nothing here shall be construed as creating any duty of Declarant.
12. Each lot owner shall have any unobstructed right of way and easement over and across the roads as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the Property. The Property Owners' Association shall be solely responsible for the maintenance of the subdivision road.
13. Reasonable cutting of wood and timber for land clearing is permitted.
14. If any lot owner shall violate any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Oakpointe Property Owners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, whether to prevent him from doing so 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.
15. The Association, with the approval of the Declarant so long as Declarant owns lots in the subdivision, and by a vote of sixty percent (60%) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.

ARTICLE V—GENERAL PROVISIONS

1. Declarant reserves the right to re-plat any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).

2. 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 hereinafter imposed by the provision of this Declaration. Failure by the Declarant or Association or by any owner to enforce a provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.
3. Additional property may be annexed to the Subdivision by the Declarant.

ARTICLE VI

1. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land.
2. Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment or Court Order shall in no way affect other provisions, which shall remain in full force and effect.
3. Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.

EXHIBIT A

NOTICE OF LIEN

Of **Oakpointe Property Owners' Association, Inc.**
("OPOA")
against

Lot Owner(s) of Lot(s) numbered _____, _____,
_____, _____, _____,

in **Oakpointe** subdivision, as recorded in Plat Book No. _____, Page _____, (Plat Cabinet File _____) of the land records of the Clerk of the County Commission of Mineral County, West Virginia, filed pursuant the authority granted in the Oakpointe "Declaration of Plat and Declaration of Protective Covenants" recorded in the aforesaid Office in Deed Book No. _____, beginning at Page _____.

Notice is hereby given that "OPOA" hereby files this Notice of Lien in accordance with the aforescribed Declarations that it has a lien against the Lot or Lots described above which is (are) owned by one or more of the "Lot owners" above named for "OPOA" fees and assessments for the assessment (calendar) years and in the amount(s) hereinafter set forth:

Year	Amount	Late fees	Interest	Other	Year total
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Grand Total of Lien \$ _____.

Dated: _____ **Oakpointe Property Owners' Association, Inc.**

By: _____

Its authorized Officer

STATE OF WEST VIRGINIA, COUNTY OF MINERAL, To-wit: The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, authorized officer of **Oakpointe Property Owners' Association, Inc.**, West Virginia corporation, on behalf of the corporation.
My Commission expires: (Affix Notarial Seal)

Notary Public

OAKPOINTE



**BYLAWS
OF THE
OAKPOINTE PROPERTY OWNERS' ASSOCIATION (OPOA), INC.
FORT ASHBY, MINERAL COUNTY, WEST VIRGINIA**

**ARTICLE I
GENERAL PROVISIONS**

1. Applicability. The provisions of these Bylaws shall govern Oakpointe Development.
2. Principle office. The principle office of the Oakpointe Property Owners' Association, Inc. (OPOA) and of the Executive Board shall be located at the Oakpointe Development or at such other location as may be designated from time to time by OPOA.

**ARTICLE II
OWNERS' ASSOCIATION**

1. Membership. The Owners' Association shall be comprised of all of the Owners of Lots 1 through 20 of Oakpointe Development. The name shall be the Oakpointe Property Owners' Association as incorporated as a non-profit entity and registered as such with the Secretary of State of West Virginia. For all purposes, the OPOA shall act merely as an agent for the Owners collectively. The OPOA shall have the responsibility of managing the property and shall have the following powers, duties, and responsibilities:

- a. To adopt and amend Bylaws and Rules and Regulations, and to amend the Declaration of Protective Covenants and Restrictions only as permitted by such Declaration;
- b. To adopt and amend budgets, revenues, expenditures, and reserves and collect assessments for Association expenses for owners;
- c. To hire and terminate employees, agents, and independent contractors;
- d. To institute, defend, or intervene in litigation or administrative proceedings in its own name or on behalf of itself or two or more Owners on matters affecting the Development;
- e. To make contracts and to incur liabilities;
- f. To regulate the use, maintenance, repair, replacement and modification of all roadways in the Development;
- g. To cause additional improvements to be made as part of the roadways as required to maintain the Development;
- h. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property;
- i. To grant easements, leases, licenses, and concessions through or over the roadways of the Development subject to the affected owner's written consent;
- j. To impose charges for late payment of assessments and, after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration of Protective Covenants and Restrictions or Bylaws of OPOA;
- k. To provide for the indemnification of its officers and Executive Board and to maintain directors and officers liability insurance as provided in the Oakpointe Dedication of Plat and Declaration of Protective Covenants;
- l. To exercise all other powers conferred by the Declaration, Bylaws and applicable West Virginia law;

- m. To exercise any other powers necessary and proper for the governing and operation of the OPOA.
2. Annual Meetings. The annual meeting of the OPOA shall be held at least sixty (60) days before the beginning of each fiscal year on such date as may be established by the Executive Board. Any business may be transacted at an annual meeting if proper notice of said meeting is given. The fiscal year for the OPOA shall be 1 January – 31 December unless modified through agreement of a majority of Lot Owners as established in this document, or if required by State or Federal statute or regulation.
3. Place of Meetings. Meetings of the Owners' Association shall be held at the principle office of the Owners' Association or at such other suitable place in Mineral County, West Virginia as may be convenient to the Owners and may be designated by the Executive Board from time to time. Annul meetings shall not be conducted vie email, internet chat room, web seminar or other means not allowing face-to-face discussion by members.
4. Special Meetings. Special meetings may be called by unanimous agreement of the Executive Board or upon the petition signed and presented to the secretary by the Owners having no less than thirty-four percent (34%) of total Lots. Special Meetings shall be of limited scope and for specific purpose. Special Meetings may be conducted via email or other means not requiring face-to-face contact, if practical and so stated in the meeting announcement.
5. Notice of Meetings. Not less than twenty-one (21) nor more than sixty (60) days in advance of any meeting, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting, the items on the agenda, including the general nature of any proposed amendments to the Declaration of Protective Covenants and Restrictions or these Bylaws, any budget changes, and any other proposals from the Executive Board or OPOA member in good standing.
6. Adjournment of Meetings. If at any meeting of the OPOA a quorum, as defined in Section 10 of this Article, is not present, Owners representing a majority of the Lots at such meeting (in person or by proxy) may adjourn the meeting to a time after the time the original meeting was called. Quorum for meetings called due to lack of quorum at a previous meeting shall require one-half (½) of the original quorum requirement.
7. Order of Business. The order of business at all meetings of the Owners' Association shall be as follows:
- a. Roll call (proof of quorum);
 - b. Proof of adequacy of notice of meeting;
 - c. Review and approval of the minutes of the preceding meeting;
 - d. Reports of officers (including treasurer's financial report);
 - e. Reports of committees (if applicable),
 - f. Election of members of the Executive Board;
 - g. Unfinished business;
 - h. New business;
 - i. Adjournment.
8. Voting.
- a. Each Lot shall have one vote at OPOA meetings. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one of the Owners is present in person or by proxy as hereinafter provided, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners.
 - b. No Owner may vote at any meeting or be elected to or serve upon the Executive Board if payment of the assessment on his or her Lot or payment of any fine or penalty assessed against his or her Lot is delinquent more than thirty (30) days, and the amount necessary to bring his or her account current has not been paid at the time of such meeting or election.
 - c. No votes allocated to a Lot owned by the Association may be cast.
9. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over the meeting of the Association.

A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

10. Quorum. Except as otherwise provided in these Bylaws the presence in person or by proxy at the beginning of the meeting of Owners owning fifty percent (50%) or more of the lots shall constitute a quorum at all meetings of the Owners' Association.

11. Conduct of Meetings. The President shall preside over all the meetings of the Owners' Association. The Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the OPOA unless such rules are in conflict with the Declaration, these Bylaws or applicable law.

ARTICLE III **EXECUTIVE BOARD**

1. Powers and Duties.

- a. Except as provided in the Declaration, these Bylaws, or applicable law, the Executive Board may act in all instances on behalf of the Owners' Association.
- b. The Executive Board may not act on behalf of the Owners' Association to:
 - 1) Amend the Declaration;
 - 2) Amend the Bylaws;
 - 3) Elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term;
 - 4) Acquire, hold, encumber, and convey real property.
- c. Within thirty (30) days after adoption of any proposed budget for the Owners Association, the Executive Board shall provide a summary of the budget to all the Owners. The Executive Board shall set a date for a meeting of Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all owners or any larger vote specified in the Declaration rejects the budget, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until the Owners ratify a subsequent budget proposed by the Executive Board.
- d. The Executive Board may make alterations, improvements and perform maintenance to the roadways and common areas without obtaining the prior consent of the Owners if such alteration, improvements or maintenance do not cost in excess of the amount contained in the annual budget for such expenditure. In the event that an emergency situation exists, that if left unresolved would endanger the health, safety and/or welfare of the community or improved lots; the Executive Board may obtain loans on behalf of OPOA and encumber debt not to exceed a total of ten thousand dollars (\$10,000). Subsequent to obtaining such a loan, a special meeting of the membership shall be called per Article II, Sections 4 and 5 of these Bylaws for the purpose of determining through majority vote whether to resolve such debt by special assessment, periodic payment, or some other means, to include legal action should OPOA determine that the emergency situation was likely caused by the negligence of a lot owner, guest, contractor, trespasser or other person(s) known to the Association, and that the Association would likely prevail in the pursuit of such legal remedy.

2. Number and Term of Office. The Executive Board shall consist of three (3) persons, all of whom shall be Lot Owners. The Executive Board members shall take office upon election and shall serve a term of three (3) years.

3. Election of Executive Board Members. Members of the Executive Board shall be elected by votes cast at the Annual Meeting of the Owners' Association, with the member receiving the highest number of votes for a given office being elected to that office.

4. Vacancies. Vacancies in the Executive Board shall be filled by a vote of a majority of the remaining Board members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Such a meeting may be conducted via email or other forum agreeable to the remaining members.

5. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board. Such meetings shall be held at least once every four months during the fiscal year, and may be conducted by email or other forum agreeable to the members.
6. Quorum of Executive Board. At all meetings of the Executive Board, a majority of the members of the Executive Board shall constitute a quorum for the transaction of business. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. A member of the Executive Board who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.
7. Compensation. No Executive Board member shall receive any salary from the OPOA for acting as such; however, a member shall be reimbursed for all reasonable and necessary expenses actually incurred in the performance of his or her official duties, not to include cost of travel for the purpose of attending the Annual Meeting.

ARTICLE IV OFFICERS

1. Designation. The principle officers of the Owners' Association shall be the President, the Vice-President/ Secretary and the Treasurer, all of whom shall be elected by the membership. No person may hold two offices except in the case of a vacancy created on the Board due to removal or resignation of an Officer. The President, Vice-President/Secretary, and Treasurer shall be members of the Executive Board and be Lot Owners.
2. President. The President shall be the Chief Executive Officer of the Owners' Association; preside at all meetings of the Owners' Association and the Executive Board; have general active management of the business of the Owners' Association subject to the control of the Executive Board; see that all orders and resolutions of the Executive Board are carried into effect; and appoint committees from among the Owners from time to time to assist in the conduct of the affairs of the Owners' Association.
3. Vice-President/Secretary. The Vice-President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Secretary shall keep the minutes of all meetings of the Owners' Association and of the Executive Board; have charge of such books and papers as the Executive Board may direct; give or cause to be given-all notices required to be given by the Owners' Association; and in general, perform all the duties incident to the office of Secretary.
5. Treasurer. The Treasurer shall be responsible for Owners' Association funds; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data including the annual budget; deposit all monies in the name of the Executive Board or the Owners' Association in such depositories as may from time to time be designated by the Executive Board; and in general, perform all the duties incident to the office of Treasurer.
6. Execution of Documents. Two members of the Executive Board shall execute all agreements, contracts, deeds, leases, checks, and other instruments of the Owners' Association for expenditures or obligations requiring disbursement of OPOA funds from Association accounts. Under no circumstances shall the same two Executive Board members both commit and disburse funds. Change of Officers so designated shall require that the authority to authorize disbursement be nullified for the outgoing Officer(s), and new signature cards or other form of signature verification be established as determined by the financial institution(s) holding OPOA accounts.
7. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Owners' Association for acting as such officer.

ARTICLE V COMPLIANCE AND DEFAULT

1. Each Owner shall be governed by, and shall comply with, all the terms of the Declaration, Bylaws, Rules and Regulations and applicable law. Default by an Owner shall entitle the Owners' Association, acting through its Executive Board to the following relief,

- a. Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or the act, neglect or carelessness of any member of his or her family or employees, agents, tenants, or licensees or any occupant permitted by such owner to occupy his or her Lot.
- b. Costs and Attorney's Fees. In any proceedings instituted by the Owners' Association arising out of any alleged default by an Owner, his or her family members, employees, agents, tenants, or licensees, or any occupant permitted by such Owner to occupy his or her Lot. The Owners' Association shall be entitled to recover the costs of such proceeding and such Attorney's fees as may be determined by the Court to be reasonable.
- c. No Waiver of Rights. The failure of the Owners' Association, the Executive Board or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Bylaws, Rules and Regulations or applicable law shall not constitute a waiver of the right of the Owners' Association, the Executive Board or the Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Owners' Association, the Executive Board or any Owner pursuant to any term, provision, covenant or condition of the Declaration, Bylaws, or Rules and Regulations of the Owners' Association shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, Bylaws, Rules and Regulations or applicable law.
- d. Late Charges. Assessments of penalties for late payment of any authorized assessments shall be governed by the conditions in Article III – Covenant for Maintenance Assessment, as contained in the Oakpointe Dedication of Plat and Declaration of Protective Covenants.
- e. Abating and Enjoining Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the OPOA, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or of applicable law, after notification of said violation by certified mail and thereafter not acted upon within 48 days of receipt of said certified mail by the individual who causes such violation to occur or upon whose property said violation is caused, grants the Executive Board or its assigned contractors, at the complete liability and expense of the lot owner in violation, the right, in addition to any other rights set forth in these Bylaws,
 - 1) to enter upon the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass;
 - 2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach;
 - 3) to levy reasonable fines in accordance with Rules and Regulations promulgated which establish fines and the various types of violations for which fines may be imposed.
- f. Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Owners' Association, the Executive Board, or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

ARTICLE VI

ASSESSMENTS, LIENS AND RECORDS

1. Assessment for Common Expenses.

- a. An assessment for common expenses will be set each year at the annual Owners' meeting, subject to the process set forth in the Declaration of Protective Covenants and Restrictions, Article III, Section 2, and will remain in effect for the fiscal year in which adopted until altered or changed by the Owners at a subsequent meeting.

- b. Except for assessments under subsections c., d., and e., all assessments must be assessed against all lots in accordance with the provisions set forth in the Declaration.
- c. To the extent reasonable determinable, any common expense or portion thereof benefiting fewer than all of the Lots must be assessed exclusively against the Lots benefited.
- d. Assessments to pay a judgment against the Owners' Association may be made only against the Lots in the Development at the time the judgment was entered, and in proportion to their common expense liability.
- e. If any common expense is caused by the misconduct of any Owner, or his or her invitees, lessees or tenants, the Owners' Association may assess that expense exclusively against his or her Lot.

2. Lien for Assessments. The total annual assessment of each Owner for Common Expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, legal fees and expenses, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Lot of such Owner. The lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Owners' Association. As to special assessments and other sums duly levied, the lien shall be effective on the first day of the next month that begins more than seven days after delivery to the Owner of notice of such special assessment or levy. The Executive Board may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

- a. The Owners' Association has a lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. The Owners' Association, upon written request, shall furnish an Owner a statement setting forth the amount of unpaid assessments against the Lot. The statement must be furnished within ten business days after receipt of the request and is binding on the Owners' Association, the Executive Board, and every Owner.
- c. For the purpose of perfecting and preserving its lien, the Owners' Association shall give notice to the Lot Owner by registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the Owner of his or her liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Owners' Association shall cause to be recorded a notice of the lien in the Office of the Clerk of the County Commission of Mineral County, West Virginia. The notice shall contain:
 - 1) A legally sufficient description of the Lot;
 - 2) The name or names of the Owners of the Lot;
 - 3) The amount of unpaid assessments due, together with the date when each became due;
 - 4) The date of recordation.
- d. The cost of recordation shall be assessed against any Owner found to be delinquent.
- e. Upon payment of the assessment, the Owners' Association shall execute a written release of the lien in the manner prescribed in West Virginia Code, Section 38-12-1. This release shall be recorded at the expense of the Owner in the aforesaid Clerk's Office wherein the notice of the lien was filed.

ARTICLE VII **COMMITTEES**

- 1. The Executive Board may from time to time establish and appoint one or more special committees to perform such functions as the Executive Board may properly assign and delegate hereunder.

ARTICLE VIII **MISCELLANEOUS**

1. Amendments. These Bylaws may not be modified or amended except upon the affirmative vote of at least sixty percent (60 %) of the Lot Owners present (in person or by proxy) after the establishment of a quorum. Such amendment may be adopted at any regular meeting or at any special meeting only upon due notice given to members in the Notice of meeting which shall set forth the proposed amendment(s). All amendments to the Bylaws shall be prepared and executed by the Secretary.
2. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid.
3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.
4. Construction. These Bylaws shall be interpreted and applied in accordance with the laws of the State of West Virginia.

Amended and dated: This 23rd day of July, 2009

____//SIGNED_____
Charles D. Carlson, Jr
President
Oakpointe Property Owners Association, Inc

____//SIGNED_____
Mark Seward, II
Vice President/Secretary
Oakpointe Property Owners Association, Inc