

COVE CREEK LANDOWNER'S ASSOCIATION
PO BOX 83
BAKER, WV 26801

BOOK 364 PAGE 261(4) 228577



BY-LAWS
COVE CREEK LANDOWNER'S ASSOCIATION
MAY 7, 2022

ARTICLE I
NAME AND OBJECTIVE OF ASSOCIATION

NAME This association shall be known as Cove Creek Landowner's Association, P.O. Box 83, Baker, WV 26801, COVECREEKLANDOWNERS@GMAIL.COM and hereinafter called the "Association".

OBJECTIVE The objective of the Association shall be to maintain the roads situated in the Cove Creek subdivision known as Cove Creek Road, Triple Creek Road, and Top of Short Road.

ARTICLE II
MEMBERSHIP

MEMBERSHIP The membership of the Association shall be limited to owner(s) or joint or common owners of a lot(s) in Cove Creek subdivision.

All lot owners will be responsible for all reservations and restrictions listed in the Cove Creek Landowner's Reservations and Restrictive Covenants of May 7, 2016 unless amended by the membership.

As the Association does not own any property in common, but only has right-of-way for the roads, the Association does not carry insurance. Liability rests solely with the lot owner, including right-of-way roads. Members are encouraged to carry property insurance to include undeveloped woodlots. WV 36B-3-311.

ANNUAL DUES The owner(s) of each lot shall pay to the Association an annual dues amount designated for improvement and road maintenance costs which owners of all lots in Cove Creek subdivision are required to pay in accordance with the restrictive covenants applicable to the subdivision. The annual dues shall include but not be limited to the costs of maintaining the roads and snow removal in the subdivision, as adjusted pursuant to the provisions of West Virginia Code 36B-1-114 (as amended).

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 Cove Creek Landowners Association and these By-Laws.

In the event of default by any member in paying to the Association the annual-dues, such dues shall become a lien upon the member's property as provided in the Restrictive Covenants for Cove Creek. 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.

VOTE If two or more members have or hold common or joint ownership of any lot in Cove Creek 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. Any landowners owning multiple lots will have one vote for each lot owned. The designation of a proxy (A landowner with no intent to vacate priorate the vote) 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.

SUBDIVISION OF AN EXISTING LOT All lots created by the subdivision of an existing lot must be a minimum of 5 acres. All new lots created by subdivision will be subject to a separate assessment of annual dues. Every owner(s) of newly created lot(s) is considered a member of the Association and has one vote at meeting per lot, as defined in Article II, section 6 of these By-Laws. Electrical and utility access of any newly formed lot is the responsibility of the individual owners of the lots and will not be the responsibility of the Association.

USAGE OF LOTS Lots in the Cove Creek Subdivision may be used only for the owner's and owner's guests, personal use as a primary residence or vacation or weekend home and land. Property may not be used for commercial rental or any commercial purposes, which may disrupt the privacy of other lot owners. Prohibited rental activities may include, but are not limited to, vacation rental, Bed and Breakfast or cabin rentals timeshare or outside vacation management rentals, and leasing hunting rights to non-owners. Commercial activities allowed may include a home office or workshop which do not involve access to the public. Prohibited commercial activities may include, but are not limited to, store fronts, craft shops, food stores or restaurants and other sales offices. Any public activity related to property owner's commercial activities must be conducted at a location outside of the subdivision. However, private long term rentals between owner and one (family) lessee are permitted as long as the above prohibitions are followed. Additionally, the Association By-Laws should be referenced in the lease contract.

ARTICLE III **ASSOCIATION OFFICERS and DUTIES**

OFFICERS The officers of the Association who must be landowners in good standing and eligible to vote, and consisting of a President, Secretary, and Treasurer shall also serve as the three(3) directors on the Board of Directors. Two officer signatures are required on the bank account signature card.

The President shall be a member with discussion and voting privileges of the Road Committee. His/her Duties shall consist of presiding at all meetings, sign account checks and disburse funds, and deposit funds as ordered or authorized by the Association. He/she may schedule meetings of the Board at any time.

Secretary duties shall consist of keeping minutes of all meetings of the Association, mailing out any notices for meetings, of the Association to those landowners without electronic notification, storage and maintenance of the past documents of the Association (ByLaws, Restrictive Covenants, current and past subdivision regulations, legal action taken by the Association, retrieve mail from Association PO box, deposit funds and notify Treasurer electronically with landowner name, amount received, check number and date deposited. sign account checks and disburse funds as ordered or authorized by the Association.

He/she shall perform such other duties as may be required of him/her by the By-Laws or President of the Association.

The Secretary will bring up for review all Association documents, every five years.

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 by account check as ordered or authorized by the Association. He/she shall be responsible for the storage of past Treasurer's reports, closing bank statements, Road Committee reports and any contractor documents (estimates, invoices), bank checkbook and stamps, and recording deposited dues onto the Contact List/Dues Paid spreadsheet.

MANAGEMENT OF ASSOCIATION The officers of the Association shall have full power to manage the affairs and funds of the Association.

It shall be their duty to carry out the purposes of the Association by enforcing the Restrictive Covenants and By-Laws. No officer may inspect an Association Member's lot or property without first obtaining prior written authorization from the lot owner. Each subsequent inspection must again obtain a written authorization from the lot owner.

ARTICLE IV **ELECTIONS AND OFFICER'S TERMS**

ELECTIONS The term of an officer and directors of the Association shall be no more than two (2) three year terms and they shall be elected by majority vote of Lots represented at the annual meeting of the Association with quorum. No members delinquent in assessment payments are eligible to hold office until the delinquency is cured.

Nominations of officers will be solicited for at least 4 weeks before the annual meeting.

Elections will be announced at the annual meeting.

VACANCIES If a vacancy occurs among the officers, one of the other Board members shall fill said vacancy for the remainder of said officer's term.

REMOVAL Any officer may be removed from 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.

ARTICLE V
NOTICES AND MEETINGS

NOTICES All meeting notices to members shall be mailed to their addresses (post or electronic mail address) as given on the books of the Association four (4) weeks prior to annual meeting and such mailing shall constitute presumptive evidence of service thereof.

The notice shall include the agenda of all meetings: Reading of minutes or prior meeting, the Treasurer's Report, Road Committee plan, proposals to be considered and then voted on at the meeting, officer nominations with ballots, and a suitable and convenient location of meeting or an option to attend virtually.

It is the responsibility of Lot owners to keep their addresses up to date for both post and electronic mail. Members should confirm receipt of notices and return any subsequent ballots by May 1 in order to be counted for a quorum for meetings.

ANNUAL MEETING OF THE ASSOCIATION

The annual meeting shall be set on the first Saturday in May. In lieu of an in person meeting, the Board may elect to instead notify and correspond with landowners electronically regarding all Association business ie: previous years meeting minutes, Treasurers Report, Road Committee Report, proposals to be voted on and officer elections if applicable.

At all meetings of the association, either special, regular, in person or via electronically received notices and/or ballots, the representation, of same 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 annual meeting.

Special meetings of the Association members may be called by the President, or upon request of six (6) members to the President made in writing. Notice of the special meeting shall be mailed by post or electronic mail to each member at least fifteen (15) days prior to the date of the said special meeting, which meeting 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 meeting. At such special meeting there shall only be considered such business as is specified in the notice of meeting.

LACK OF QUORUM If a quorum is not present, the presiding officer may adjourn the meeting to a day and hour set by him/her. The members present at a duly called or held vote 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. The required quorum at any subsequent meeting set by the President shall be one-half (1/2) of the required quorum at the preceding meeting but shall not be reduced below ten percent (10%) of the Association membership. At meetings that do not have a quorum business can proceed at the judgment of the presiding officer, the Secretary will be required to send minutes of the meeting and proxy ballots to all members not present at the meeting. All returned proxy ballots will then count toward achieving a quorum for said meeting. In order to allow for discussion even if proxy votes are used, a meeting must have a minimum of 3 board members & 3 additional owners present.

ARTICLE VI
COMPENSATION

Neither the members, officers, nor members serving on Committees shall receive any salary or compensations for services rendered to the Association.

ARTICLE VII
LIABILITY OF OFFICERS

The officers of the Association shall not be liable to the members of the Association for any mistake of judgement, 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 contract made by the officers on behalf of the Association unless any such contract was made in bad faith or contrary to the provisions of the Articles of Incorporation 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 for of such officers, shall be limited to such proportion of the total liability thereunder as the membership bears to the entire membership in the Association.

ARTICLE VIII
ASSOCIATION BUSINESS RECORDS

Amendment to these By-Laws and the Reservations and Restrictive Covenants may be adopted every five years at the annual meeting only by two-thirds vote of a quorum of the Association (i.e. two-thirds of 40% of the Lots represented) provided that notice of the proposed amendment(s) has been delivered to all landowners at least 30 days prior to the meeting.

WITNESS the following signature and seal:

COVE CREEK LANDOWNER'S ASSOCIATION BOARD

This document presented and filed:
06/07/2022 09:08:20 AM



Gregory L. Ely, Hardy County, WV
228577 Transfer Tax: \$0.00

BY:  _____

Thomas Coleman, President

BY:  _____

Dru Hall, Secretary

BY:  _____

Celia Coleman, Treasurer


STATE OF WEST VIRGINIA,

COUNTY OF HARDY

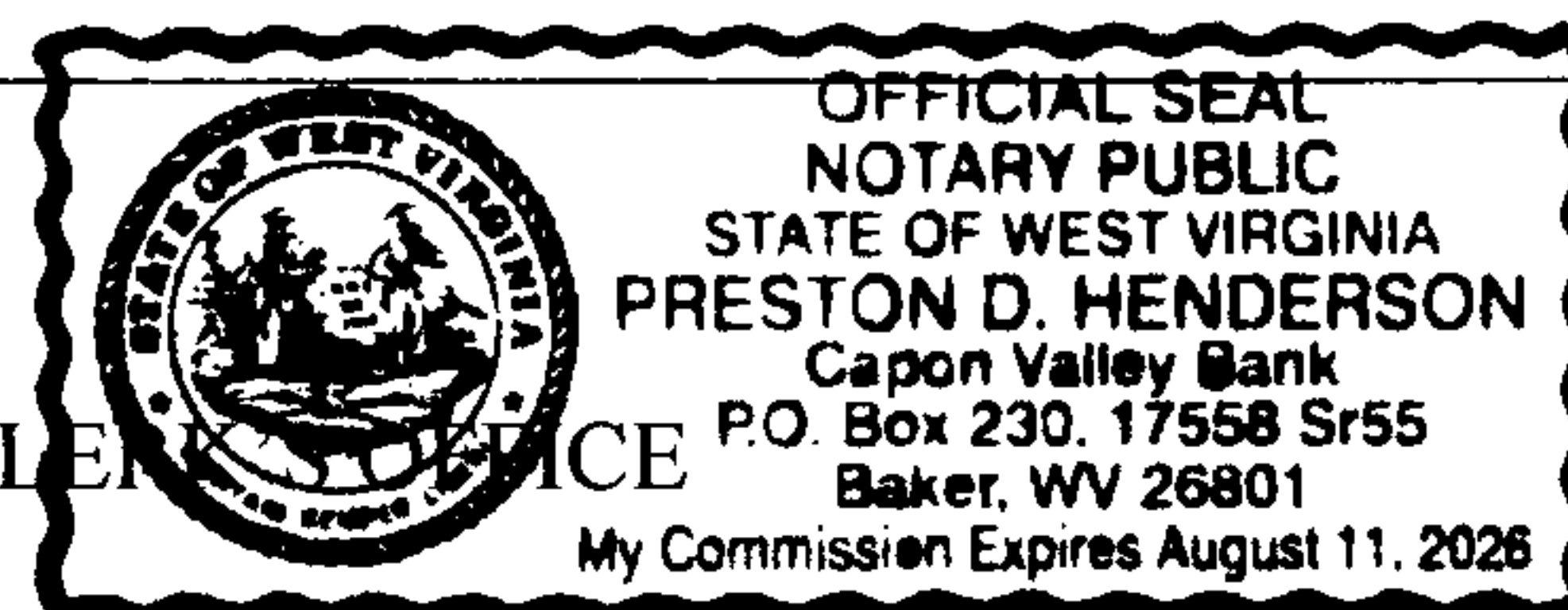
I, PRESTON DONALD HENDERSON, a Notary Public in and for the County and Thomas Coleman, President of Cove Creek Landowners Association, Dru Hall, Secretary of Cove Creek Landowners Association, and Celia Coleman Treasurer of Cove Creek Landowners Association, whose name is subscribed to the foregoing instrument dated the 4th day of June 2022 has this day acknowledged the same before me in my said County to be the act and deed of said Association.

Given under my hand and seal this 4th day of June, 2022.

My commission Expires: August 11, 2026

 Notary Public

STATE OF WEST VIRGINIA, HARDY COUNTY COMMISSION CLERK'S OFFICE



The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste _____ Clerk

Prepared by Celia Coleman (Treasurer-Cove Creek) 5/7/22.