

SPRING GAP MOUNTAIN PROPERTY OWNERS ASSOCIATIONBY-LAWSARTICLE INAME AND PURPOSE OF ASSOCIATION

Section 1. The name of this association shall be "Spring Gap Mountain Property Owners Association". In these by-laws it will be referred to as "the Association".

Section 2. The purpose of the Association is to provide for maintenance, repair and improvements of the private roads and rights-of-way and such other matters as security and other restrictions as may be of mutual interest to property owners in the Spring Gap Mountain Sub-Division in the Bloomery District, Hampshire County, West Virginia.

Section 3. The fiscal year of the Association shall be the same as the calendar year.

Section 4. Excepting as otherwise prescribed in these by-laws, Roberts Rules of Order shall be the authority of this Association on all questions of parliamentary procedure.

ARTICLE IIMEMBERSHIP

Section 1. Regular membership in the Association shall consist of those property owners owning lots in the Spring Gap Mountain Sub-Division in Bloomery District, Hampshire County, West Virginia, who are subject to the payment of \$50.00 per annum per lot under paragraph two of the protective covenants, restrictions, and easements governing said Sub-Division.

Section 2. Associate members in the Association shall consist of those persons having common interest with those of the regular members in matters other than road maintenance as determined by the Executive Board and who have paid the required dues as prescribed in Article VII of these by-laws. This section includes interested owners of property adjacent to the Spring Gap Mountain Sub-Division.

Section 3. Each member liable to road maintenance assessments as the protective covenants, restrictions, and easements may provide shall not transfer membership in the Association until such dues are paid in full to the Treasurer. On transfer or sale of a lot, the prior owners' membership in the Association shall cease.

ARTICLE IIIOFFICERS

Section 1. The elected officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer (General).

Section 2. All of the said officers are to be elected at the Association's annual meeting as appropriate for elections for a two year term. No officer shall serve for more than two consecutive terms.

Section 3. It shall be the duty of the President to call all meetings and preside at all meetings of the Association and of the Executive Board and perform such other duties as are usually incident to the office of President. The President or the Vice President shall be a member of all committees (excluding the nominating committee) acting in an advisory capacity. The immediate Past President, upon election of his successor, shall become Advisor-Trustee, a member of the Executive Board. Full voting privileges shall be accorded to this office for business of the Executive Board.

Section 4. The Vice President shall exercise all the powers of the President whenever the latter is absent or incapacitated. In addition, he or she is a member of the Executive Board and shall perform such duties as the President may direct.

Section 5. It shall be the duty of the Secretary:

(a) To give due notice of all meetings of the Association and of the Executive Board of which he or she is a member.

(b) To attend the meetings of the Association and the Executive Board and to keep a true record of the proceedings of all such meetings.

(c) To perform all other duties usually incident to this office or as may be assigned by the Board.

Section 6. It shall be the duty of the Treasurer (General) to receive and disburse all monies for the general accounts of the Association, to keep proper books of account, and to deposit all general monies in a bank approved by the Executive Board. He or she is a member of the Executive Board and shall render to it current financial reports and, in addition, shall render financial reports at the annual membership meeting. There shall be but one general Treasurer.

Section 7. All checks of the Association shall be signed by the Secretary or the Treasurer and countersigned by the President or Vice President.

Section 8. In the event of a vacancy occurring in any office other than President of the Association, the remaining members of the Executive Board shall fill the vacancy for the unexpired term.

#### ARTICLE IV MEETINGS

Section 1. The annual meeting of the Association membership shall be held on one Saturday in October of each year at a location to be determined by the Executive Board but within 30 miles of the Spring Gap Mountain Sub-Division.

Section 2. Special meetings shall be called by the President upon request of eligible members holding 20 votes (Article V) or upon request of three members of the Executive Board.

Section 3. Membership shall be notified by the Secretary in writing at least 21 days prior to any special meeting. Specific reason or reasons for the meeting will be given in the notice -- no other matters may be discussed.

Section 4. A quorum shall consist of 18 or more eligible members (Article V). Two-thirds of the quorum present shall carry the motion.

Section 5. Nothing herein before set forth with reference to meetings and notices of meetings, shall preclude the holding of a meeting pursuant to waiver and by agreement of all the members or the Executive Board as the case may be.

#### ARTICLE V VOTING ELIGIBILITY

Section 1. In matters concerning road maintenance, upgrading, and use of such funds, the owners are entitled to have the number of votes equal to the purchased number of lots whose fees shall be currently paid before beginning of voting on issue.

Section 2. In all elections and other votes pertaining to matters of the Association other than those described in Section 1, the vote shall be restricted to 1 vote regardless of the number of lots owned; or if multiple ownership of a lot or lots, the vote shall be restricted to 1 vote for the combined ownership.

Section 3. If lots have been deeded to a corporation or company or to an individual or individuals acting for such a corporation or company, by their name or otherwise, the above sections will still apply.

Section 4. The determination as to who will cast the entitled vote under Section 2 or multiple votes under Section 1 will be left to the registered owners. In case of irreconcilable difference, upon protest by the affected parties, fractional votes will be recognized.

Section 5. Written copies of proxies must be presented or addressed to the Secretary prior to beginning of voting on the issue for which the proxy is intended specifically or as a blanket proxy for all issues of the meeting. Proxies must be dated to concur with date of meeting being held and shall be acceptable only for that meeting. If a specific eligible voter is desired to represent proxy member, the name must be given. A member can only hold 5 proxies, others above this number addressed to him be given to eligible members for the voting on specified issues as designated. All proxy voting issues will also be recorded by Secretary to ensure accuracy of member's vote.

#### ARTICLE VI ELECTION OF OFFICERS

Section 1. Election of officers shall be by written ballot of eligible members present or represented by proxy at the annual meeting of Association members.

Section 2. Nominating committee. The outgoing President shall at the Association's annual meeting appoint a nominating committee of 3 to examine the qualifications of candidates to stand for election for the election to be held 2 years hence. Vacancies in the nominating committee shall be filled by the current President within 60 days of the notification of the vacancy.

Section 3. The nominating committee shall propose not less than 2 nor more than 4 candidates per office and shall prepare ballots including those nominees and provision for write-in candidates. The floor will be open for nominations for write-in candidates immediately prior to votes.

Section 4. The ballots cast shall be counted immediately following voting and vote determined by an Election Committee of 3 appointed at each meeting from the eligible members present. This shall pertain to voting on any and all matters.

Section 5. Elected officers' terms are to commence upon election with officers serving until relieved at next appropriate annual meeting for elections of officers.

#### ARTICLE VII DUES

Section 1. Membership dues are to be \$10.00 per year per general vote payable April 1st, beginning with calendar year 1997.

Section 2. Assessments for any purpose which shall be deemed advisable for the advancement of the aims and purposes of the Association shall be by vote of the membership.

#### ARTICLE VIII GENERAL BUSINESS

Section 1. The 5 officers of the Association -- President, Vice President, Secretary, Treasurer and immediate Past President, who shall be henceforth referred to as Advisor-Trustee, shall constitute the Executive Board and shall be responsible for conducting the normal business of the Association. They shall have the authority to collect, demand and sue for the annual assessment which each lot owner is required to pay under the terms of paragraph two of the protective covenants, restrictions and easements pertaining to the Sub-Division as the same is recorded in the Office of the Recorder of Deeds for Hampshire County, West Virginia. They shall also be responsible for securing road maintenance services and use of general funds for such other matters as may be authorized by votes of the membership.

Section 2. The Executive Board shall establish such regulations as may be necessary for the payment of the day-to-day expenses and shall be responsible for the initiating of a fund for petty cash. The President is authorized to pay from petty cash such ordinary and recurring items of expense as he may see fit subject to limitations imposed by the Executive Board.

Section 3. Accompanying the annual financial reports of the Treasurer shall be the Executive Board's proposed budget of receipts and expenditures for the balance of that calendar year and for the ensuing calendar year.

ARTICLE IX  
AMENDMENTS TO BY-LAWS

Section 1. These by-laws may be amended, altered, repealed or added to by a three-fourths vote of the eligible membership present at the Special Meeting of the Association provided not less than 21 days written notice is given each member of such proposed action.

Section 2. The Executive Board shall have, without prior vote, the authority to perform such duties for general administration of the Association as in accordance with Article III of the by-laws.

ARTICLE X  
SPECIAL

Section 1. All members of the Association do hereby agree to abide by the by-laws contained herein.

Section 2. All property owners irregardless of status in the Association shall conform to all Federal, State and County laws affecting the Spring Gap Mountain Sub-Division particularly in matters of safety and sanitation.

Section 3. No commercial ventures or such type of activity deemed in this category shall be permitted in the Spring Gap Mountain Sub-Division area.

Section 4. No property owner may engage in any activity or commit an act which shall constitute a nuisance to other owners.

Section 5. The Executive Board and its appointed committees shall monitor adherence to restrictive covenants, Federal, State, and County laws and by verbal contact or written notice inform violators of such regulations and laws. Further and consistent violations shall entail further action by the appropriate authorities.

**SPRING GAP MOUNTAIN  
DECLARATION OF PROTECTIVE COVENANTS**

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights-of-way shown on the attached plat or plan.

(2) The grantor may assess each lot owner a sum not to exceed Fifty (\$50.00) per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 1st day of April next following the purchase of said lot, and on or before the 1st day of April of each year thereafter. When more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said \$50.00 assessment shall become the obligation of the new owner(s).

(3) The grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights-of-way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any of said lots.

(4) No building of a temporary nature shall be erected or placed on any of said lots except those erected in connection with building operations: and in such cases, for a period not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 9 below.

(5) Minimum size of any residence constructed shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.

(6) All of said lots shall be used for recreational purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.

(7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.

(8) No building shall be erected closer than 100 feet to any street or road, or closer than 50 feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 50 foot set-back shall apply only to outside lines.

(9) All toilets constructed on said lots shall conform to the regulation of the appropriate County and State Health Department, and be placed in a secluded area whenever possible. No building shall be constructed on any lot until a septic tank permit has been obtained from the State Department of Health.

(10) No lot in said subdivision may be resubdivided into more than (2) lots. The minimum size of each lot subdivided, including the lot retained by owner, shall not be less than five (5) acres. The State Department of Health may not issue septic tank permits on resubdivisions.

(11) In the event that any trailer or mobile home is placed on the lot, the same shall be placed on a permanent foundation, or in the alternative, the space between the ground floor of the mobile home and the ground level shall be concealed by the use of a wall of similar type screening. This covenant shall not be construed to permit the use of a camping trailer as permanent housing; no such camping trailer or camper shall be permitted to remain on any lot for a period in excess of four (4) months.

(12) Twelve (12) inch diameter culverts must be used in all driveways leading from main subdivision roads.

(13) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

(14) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in subdivision which shall not have already been conveyed by them.

(15) If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to 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.

(16) Invalidity of any of these covenants by judgment or court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.