

Warden Lake
Tuscarora Land Co.
Warden Lake Office
P.O. Box 335
Wardensville, W. Va. 26851

WARDEN LAKE

COVENANTS

WARDEN LAKE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Amended 6/11/81

THIS DECLARATION, made this 23rd day of January, 1981, by Tuscarora Land Co., a Pennsylvania corporation, hereinafter referred to as "Declarant":

WITNESSETH:

That, whereas Declarant is the owner of certain real property in Hardy and Hampshire Counties, West Virginia, having acquired the same by deed recorded in Deed Book 164 at Page 443; Deed Book 164 at Page 436; Deed Book 246 at Page 449, among the land records of Hardy and Hampshire Counties, West Virginia, which is more particularly described as follows: All that certain tract of land which was conveyed to Tuscarora Land Co. by Fredericktowne, Inc. by the Deeds mentioned above and containing 648.00 acres, more or less, as described in said Deeds and located and situate in the Capon District, Hardy and Hampshire Counties, West Virginia.

WHEREAS, the Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of real property, and which shall run with the real property, and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each and every owner thereof.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to the Warden Lake 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 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 plot of land shown upon any recorded subdivision plat of the Properties.
5. "Declarant" shall mean and refer to Tuscarora Land Co., its successors and assigns, if such successors or assigns should acquire the remaining undeveloped Lots from the Declarant for the purposes of development.
6. "Common Properties" shall mean and refer to those areas of land shown on the subdivision plat, as amended from time to time in accordance herewith, as being intended to be devoted to the common use and enjoyment of all the Owners and any Lots that may be transferred to the Association for use as Common Properties.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS
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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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to four (4) votes for each Lot Owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On June 30, 1982

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant may assess initially, for each Lot, up to Sixty (\$60.00) Dollars per year, for the use, upkeep and maintenance of the rights-of-way within all sections of said Warden Lake and such other common facilities as the said Declarant may provide therein, subject to any increase as provided hereinafter.

2. Any assessment made pursuant to this paragraph, including late fee of Five (\$5.00) Dollars, interest at the rate of ten (10%) percent 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 and all grantees do bind themselves, their heirs and successors in title to this lien and to the covenants herein written. This 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 raised by more than ten (10%) percent per year without the written affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote. Tuscarora Land Co. assumes the responsibility for the collection of the monies due under this lien assessment and for the maintenance of the roads, rights-of-way and common areas until June 30, 1983, or until 80% of the property has been sold, whichever is first. At that time the rights and responsibilities as created by this Declaration of Protective Covenants will be delegated to the Warden Lake Property Owners Association who shall assume full responsibility for the collection of the fee and the maintenance of the roads, rights-of-way and common areas. The payment of said assessment and levy shall initiate upon sale of any parcel in the Warden Lake Subdivision and on or before the thirty-first day of January of each year. In the event of a resale of one or more parcels in said subdivision, the obligation shall become the obligation of the new owner(s)

ARTICLE IV
USE RESTRICTIONS

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1. Lots may be used only for single-family residential purposes and for purposes incidental or accessory thereto, including a guest apartment or guest house, which may be rented when not otherwise occupied. No dwelling may be constructed or maintained on any Lot with a ground floor area of less than 560 square feet, exclusive of porches and garages; provided that the Declarant or Board of Directors of the Association may authorize a lesser area in unusual cases where justified by architectural design, location on Lot, and landscaping. Nor shall any dwelling be erected less than twenty-five (25') feet from the side or rear line of any Lot, nor less than sixty (60') feet from the center line of any road or right-of-way; provided that the Board of Directors of the Association may authorize lesser set-backs where dictated by terrain conditions; and provided that side line set-backs shall not apply to a property line between Lots in single ownership. All exterior construction must be completed and closed within eight (8) months of the commencement of construction. No building of a temporary nature shall be erected or placed on any of said Lots except those customarily erected in connection with building construction operations; and in such cases, for a period not to exceed four (4) months. This shall not prohibit the construction of a toilet complying with provisions of Article V, Paragraph 2, below.
2. No Owner shall construct or suffer to be constructed any structure within, or otherwise obstruct, any easement across his Lot, nor divert or otherwise interfere with the natural flow of surface water, nor obstruct any drainage ditch. No parking is permitted upon any road within the Property at any time; and as part of the development of any Lot, the Owner shall provide adequate offroad parking for himself and his guest(s).
3. No sign of any kind larger than one square foot shall be displayed on any Lot, except temporary signs in connection with the construction, lease or sale of buildings or Lots, except road name and directional signs.
4. The use of trailers within said subdivision is unauthorized, except for the use of temporary camping trailers. Camping trailers may not exceed twenty-five (25') feet in length. This covenant shall not be construed to permit the use of a camping trailer or camper 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.
5. No noxious or offensive trade or activity shall be carried on upon any Lot or right-of-way, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community. Without exclusivity, the following items and activities must be thoroughly screened by appropriate planting or a fence of approved design:
 - a. Refuse containers. (All refuse must be kept in closed sanitary containers at all times.)
 - b. Fuel storage tanks.
 - c. Garden equipment and supplies.
6. The discharge of firearms for hunting or target shooting is strictly prohibited within 150 yards of any improvement, cabin, or living area of any Lot within the subdivision.
7. The use of any motorcycle or motor vehicle without proper noise abatement and equipment is prohibited within the subdivision.
8. 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 Owner in a neat and orderly condition

at all times. No garbage, refuse, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any Lot. In the event any Owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Declarant or Board of Directors of the Association, upon two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and perform necessary maintenance, repairs and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and all cost of same when performed by the Declarant or Association shall be added to and become part of the assessment to which such Lot is subject.

9. No part of any Lot may be sold or used as a road or right-of-way to any land outside the property without the advance, written permission of Declarant.

10. The Association, by a 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.

ARTICLE V GENERAL PROVISIONS

1. Declarant reserves the right to replat any Lot or Lots prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any Lot not already conveyed by it. No Lot in said Subdivision may be resubdivided by the Purchaser, his heirs, successors and assigns into more than two (2) Lots. The minimum size of each Lot Subdivided, including the Lot retained by the Owner, shall not be less than five (5) acres.

2. In the event, state, local government, any utility, co-operative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees by the acceptance of the Deed do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof, as the same cost are to be determined by the appropriate authority.

3. 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 be placed in a secluded area whenever possible. No building shall be constructed and no water well shall be drilled on any Lot until a sewage disposal permit has been obtained from the West Virginia Sewage Enforcement Officer.

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

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

6. Declarant reserves the right to grant easements for installation and maintenance of public utilities between the property lines and the building set back lines of all lots, in addition to easements reserved by any other instrument duly recorded.

7. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. Additional property may be annexed to the Property with the consent of two-thirds (2/3) of the members of the Association.

9. The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a term of twenty 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 during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners.

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.

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

IN WITNESS WHEREOF, the said Tuscarora Land Co., being the Declarant herein, has caused this Declaration to be signed by its Vice President and its corporate seal to be affixed, duly attested by its Asst. Secretary.

TUSCARORA LAND CO.

ATTEST:

BY: Robert B. Dillard
Its Vice President

Sarah S. Dillard
Its Asst. Secretary

STATE OF WEST VIRGINIA

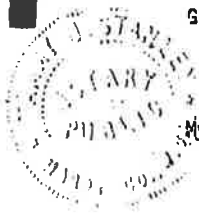
COUNTY OF HARDY, to-wit:

Samuel A. Stanley, a Notary Public of the County and State aforesaid, do hereby certify that Robert B. Dillard, whose name is signed to the writing above as Vice President of the Tuscarora Land Co., a corporation, has on this 18th day of June, 1981, acknowledged the said writing before me to be the act and deed of said corporation.

Given under my hand this 18th day of June, 1981.

Samuel A. Stanley
Notary Public

My commission expires: February 6, 1991



STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office June 22, 1981

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

Teste Lee R. Hartman Clerk.

**Warden Lake Hollow Subdivision, Inc.****Bylaws****(2021 Revision)****Article 1 - Name**

The name of this Corporation is Warden Lake Hollow Subdivision, Incorporated (WLHS, Inc.). Based on the Articles of Incorporation filed with the Secretary of State of West Virginia on 4/21/2004 (Control Number 65905), this is a nonprofit corporation operating as a Property Owners Association (POA). The Subdivision is located in the Capon District, Hardy County, State of West Virginia.

Article 2 - Purpose

The purpose of this Corporation (WLHS, Inc.) is to maintain any and all common property to include the private road known as Warden Lake Hollow Road. This road is identified on many internet mapping applications as Warden Lake Hollow 2—an extension of Moore's Run Branch Road.

Article 3 - Membership

A person, persons, or entity owning property abutting Warden Lake Hollow Road, are Members of the Property Owners Association. The owner of each property is the name(s) indicated on the Deed(s) in the Hardy County Clerk's Office. Membership attaches to and may not be separated from ownership of these properties. Specifically, those properties are lot numbers 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42, 49, 50B, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, and 63 as indicated on the Hardy County Tax Assessment Map number 233A. When more than one person holds an interest in any property, all such persons shall be Members.

Article 4 - Board of Trustees

The Corporation shall be governed by a Board of Trustees consisting of three elected officers of the Property Owners Association.

Duties of the Board of Trustees are as follows:

- **Road Maintenance:** The Board has the responsibility to maintain Warden Lake Hollow Road and common properties within the Subdivision. Specifically, it has the responsibility to purchase materials and procure labor as the budget allows to maintain the road, more specifically to fill potholes, grade the roads, assure proper drainage, and plow snow greater than six inches. There shall be no alteration of the road in width, location, or direction without notice to the affected

property owners and a two-thirds majority vote at a Special or Annual Meeting. The easement of the road belongs to the property owner, so there will be no intrusion on easements unless authorized in advance by the affected property owner, or there is an emergency that requires it.

- **Accounting:** The Board shall prepare a budget and provide it to the Membership by the end of August. The Board shall also prepare a financial report and provide it to the Membership by the end of March, accounting for all deposits and expenditures of the preceding calendar year. All receipts for materials and labor must be retained, and available for viewing at the Annual Meeting.
- **Communication:** The Board is responsible for recording the minutes at Annual and Special Meetings, producing and distributing a newsletter as needed, mailing deposit slips for POA fees, and informing the Members of Subdivision topics of interest. Official communication shall take place by email, except for Members that request US Mail.

Article 5 - Officers and Duties

Officers of the Corporation are elected from the Members of the Property Owners Association for a term of one year, and may be re-elected for an unlimited number of terms. An elected officer may hold only one office at a time.

President: Duties include but are not limited to presiding over Annual Meetings and Special Meetings, and presiding over the business of the Property Owners Association.

Vice President: Duties include but are not limited to conducting business in the absence of the President.

Secretary/Treasurer: Duties include but are not limited to recording minutes at meetings, maintaining a record of funds collected from the Members, distributing funds necessary for the business of the Corporation, and maintaining the POA checking account. The Vice President and Secretary/Treasurer shall be the signatories on the account.

If an officer cannot complete his/her term for any reason, the other two officers may appoint a replacement to complete the term. Furthermore, an officer may be removed by a two-thirds majority vote at a Special Meeting.

Article 6 - Meetings

The conduct of meetings shall be in parliamentary procedure governed by Robert's Rules of Order.

The **Annual Meeting** shall be scheduled in May. The time and location of the meeting shall be designated by the President. The meeting shall not be held on a Member's property. All Members will be notified of the date, time, and location by US Mail at least four weeks in advance of the meeting. Any change in the date of the meeting must only be moved later in the year with at least four weeks advance notice. A quorum requires eight Voting Members (as defined in Article 7) in person or by proxy, including at least

two officers. If a quorum is not present for an Annual Meeting, the current officers will serve until the next Annual Meeting. Renters and Guests may attend the meeting, if approved individually in advance by the Board.

Special Meetings may be called by the Board, or by three Voting Members notifying the Board, for a specific purpose. That purpose must be stated in writing and all Members notified by US Mail postmarked at least fourteen days in advance of the meeting. A quorum requires eight Voting Members in person or by proxy, including at least two officers. Renters and Guests may attend the meeting, if approved individually in advance by the Board.

Article 7 - Voting

When more than one Member holds an interest in any lot, they among themselves shall determine the Voting Member. The Voting Member, whether owning one or more lots, shall have only one vote. A Voting Member must have all POA fees, late fees, court and administrative fees fully paid (and checks cleared) in order to vote at any meeting, and no later than May 1st to be eligible to vote at the Annual Meeting. Renters and Guests have no vote. Motions require a simple majority to pass, unless otherwise specified. Bylaws amendments, however, require a two-thirds majority.

Voting Members may vote by proxy. Proxy votes must be in writing. The Trustees must receive them by email or US Mail. The Voting Member may additionally have another Member bring their proxy vote to a meeting, but the proxy is only valid if the Board also has received the proxy. The proxy must state the name of the Voting Member, the deeded lot number, the telephone number of the Voting Member, the issue for which the vote is cast, and whether for or against the issue. The proxy must be available for inspection at the meeting in which the vote is held.

Article 8 - Property Owners Association Fees

The Board shall assess each lot an annual Property Owners Association (POA) fee to provide for road maintenance and other Corporation business. The amount of these fees shall be approved at an Annual or Special Meeting and published in meeting minutes or newsletters sent out to the Members. Payment of these POA fees are processed by Capon Valley Bank as deposits into the POA account, and must have the owner's name and lot number clearly noted on the deposit slip in order to credit that owner for the payment. POA fees may not be waived.

POA fees are due and payable from January 1st to March 31st each year. If the Voting Member has not paid the full fee by March 31st of that year, a late fee will be assessed. All fees must be paid by May 1st in order to be eligible to vote at the Annual Meeting. Voting Members who continue in arrears on September 1st of that year are subject to having a lien placed on their lot(s) by the WLHS, Inc. Board. The lien(s) will be removed once all past due fees are paid in full, as well as any court fees and POA administrative charges associated with the lien.

Article 9 - Property Owners Association Rules and Recommendations

- Industrial scale commercial activities, such as chicken farms, mobile home courts, or junk yards are prohibited.
- The roadway must not be obstructed by parked vehicles at any time.
- Property owners are responsible for their Renters and Guests. If Renter or Guest's behavior is disruptive to the neighborhood, the Board must be notified, and the Board will notify the landlord/owner of the problem. If the problem is not resolved immediately, the owner will be notified that the Renter or Guest has lost the privilege of being in the Subdivision, will be required to leave, and any further presence will be considered trespassing.
- No part of any lot may be used as a right of way to any land outside the Subdivision without approval by a two-thirds majority of the Voting Members.
- It is recommended that properties be kept free of trash, debris, and inoperable appliances and vehicles in order to preserve the natural appearance of the Subdivision.

Article 10 - Bylaws Amendments

Amendments may be made to the Bylaws at an Annual Meeting or a Special Meeting. The proposed amendment must be offered in writing, and notice of the proposed amendment must be mailed to all Members of the POA postmarked at least fourteen days prior to the date on which it comes to a vote. Proxy ballots should also be included in the mailing for Voting Members unable to attend the meeting. Bylaws amendments must receive a two-thirds majority of the in-person and proxy votes in order to pass.

Michael Masters

STATE OF WEST VIRGINIA,
COUNTY OF HARDY, to wit:

I, Erica B. George, a Notary Public in and for said County and State, do hereby certify that Masters Michael, personally know to me or proved to me on the basis of satisfactory evidence and acknowledged to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same as his/her voluntary act and deed.

Given under my hand this 14th day of January, 2022.
My Commission Expires: May 10, 2025

Erica B. George

Notary Public
(Affix Notary Seal)

This document prepared by Masters Michael, 7343 Sheraton Drive, Manassas, VA
20112





Meeting Minutes – Special Meeting, 20 November 2021, 2:00PM

Purpose: To formally vote on and/or adopt new WLHS, Inc. By-Laws, hereby named “2021 WLHS, Inc. By-Laws”

- The meeting was called to order at 2:07 PM.
- There were introductions of the Board of Trustees and Community Members.
 - Those present included: Komorow, Tinker, Weber, Estep, D. Lewis, T. Lewis, Adkins, Lasker, Hanshaw, Masters.
- Mr. Masters introduced the reason for the Special Meeting.
- Mr. Tinker summarized the draft By-Laws and the process undertaken to write this draft.
 - The Community had a number of questions relating to various elements of the draft By-Laws; these were asked and answered within the entire group to the satisfaction of all members present. Many misconceptions about what the new By-Laws would enact and/or enforce were discussed and clarified.
- Mr. Tinker motioned for a vote on the draft By-Laws.
- Mr. Estep seconded it.
- Mr. Masters asked for all in favor to raise their hands. Those in favor included: Komorow, Tinker, Weber, Estep, D. Lewis, T. Lewis, Adkins, Lasker, Hanshaw, Masters.
- Mr. Masters then asked for all opposed to raise their hands. There were none present that opposed the motion.
- Mr. Tinker then opened and counted the six proxy votes received.
 - Proxy votes in favor of the motion included: A. Pokorny, G. Pokorny, Kim
 - Proxy votes opposed to the motion included: Hanlin, Chapman, Daniels.
- Total votes for the motion: 13
- Total votes against the motion: 3
- The motion was passed with more than the required 2/3 majority vote as required in the 2009 WLHS, Inc. By-Laws, Article 6 “Voting”.
- Mr. Masters stated he would prepare the official Meeting Minutes which shall certify the vote on the 2021 WLHS, Inc. By-Laws. He will also hand carry a clean copy of both Minutes and By-Laws for inclusion into the Hardy County Clerk’s files. Lastly, he will determine any State requirements for inclusion of the Minutes and By-Laws into the Secretary of State Non-Profit Business Entities files (where the annual Non-Profit registration is renewed annually).
- The Community briefly discussed the recent vandalism of multiple properties. It was agreed that we, as a community with common interests of safety and security, will step up our vigilance for any threats.
- Members discussed the ford gate as well. Everyone owning property would like to have a key to the ford gate for emergency use only—not for everyday use. The Board of Trustees will ensure this happens to enable all property owners to have a secondary means of ingress and egress of WLHS.
- The meeting was adjourned at 2:56 PM.

This document presented and filed:

01/14/2022 11:35:53 AM

MASTERS.MICHAEL.
L.1090470171

Digitally signed by
MASTERS.MICHAEL.L.1090470171
Date: 2021.12.15 14:36:58 -05'00'