

Northwood Villa estates

Homeowners Association

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 19th day of September 1999, by Northwood Villa Estates Homeowners' Association, a West Virginia Corporation, hereinafter called "The Association."

WITNESSETH:

WHEREAS, the members of the Association are the owners of the real property described in Article II of this Declaration, and they desire to perpetuate thereon a subdivision known as Northwood Villa Estates, with a permanent recreational area and other common facilities for the benefit of said subdivision, and;

WHEREAS, the Association desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of said recreational area, and streets, storm sewers, and other common facilities therein; and to this end, desires to subject the real property described in Article II, together with such additions as may be hereinafter made thereto, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and owner thereof, and;

WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities in said subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and;

NOW THEREFORE, the Association declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions"), hereinafter set forth.

DECLARATION ARTICLE I Definitions

Section 1: The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Northwood Villa Estates Homeowners' Association.
- (b) "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.
- (c) "Common properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties and notwithstanding, any applicable theory of the mortgage or deed of trust, shall not mean or refer to the mortgagee or beneficiary of the deed of trust mortgage unless or until such mortgagee or beneficiary has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those owners who are members of the Association as

provided in Article III, Section 1, hereof.

(g) "Member in good standing" shall be defined as having all Association fees paid to date.

DECLARATION ARTICLE II Property Subject to This Declaration and Additions Thereto

Section 1: Existing Property: The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Union District, Wood County, West Virginia, and is more particularly described as follows:

Being all of the real estate within Northwood Villa Estates, a plat of which said Subdivision is recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia. Lists of applicable plats can be found in Article XIII of the By-Laws, to which said plat reference is here made and has for a more particular description of said real estate, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property: Additional lands may become subject to this declaration in the following manner:

(a) Additions: Upon approval in writing of the Association pursuant to a vote of its members as provided in its By-Laws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration; in no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the Existing Property.

(b) Mergers: Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation and By-Laws, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

DECLARATION ARTICLE III Membership and Voting Rights in the Association

Section 1: Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2: Voting Rights: The Association shall have one class of voting membership: Members shall be all those owners as defined in Section 1 with the exception of the developer. Members in good standing shall be entitled to one vote for each lot in which they hold the interest required by membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such lot.

DECLARATION ARTICLE IV Property Rights in the Common Property

Section 1: Members' Easements of Enjoyment: Subject to the provisions of Section 2, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2: Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored, and;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure, and;

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, and;

(d) The right of the Association to charge reasonable admission and other fees for the use of the common properties, and;

(e) The right of the Association to dedicate or transfer all or any part of time common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to two-thirds (2/3) of the votes of the membership has been recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia, agreeing to such dedication, transfer, purpose, or condition and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

DECLARATION ARTICLE V Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments: The developer for each lot owned by him within the properties hereby covenants and each owner of any lot by acceptance of a deed, therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) Monthly or annual assessments or charges,

(b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and the homes situated upon the properties.

Pursuant to the foregoing, the Association may use and employ assessments to provide for repair, improvement, and maintenance of the common properties, payment of taxes and insurance thereon for paving, repaving, improvement, repair and maintenance of streets, alleys and common ways and for construction, reconstruction, repair. The enumeration of specific uses herein,

however, shall not be construed to limit the Association to the use of assessments for purposes similar to the foregoing.

Section 3: Basis and Maximum of Annual Assessments: Beginning January 1, 1996, minimum annual assessment shall be three hundred (\$300) dollars per lot. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a reasonable amount.

Section 4: Change in Basis and Maximum of Annual Assessments: Subject to the limitations of Section 3 hereof, and for the periods herein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members in good standing who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be delivered to all members at least ten (10) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2,

Section 5: Quorum for Any Action Authorized under Section 4: The quorum required for any action authorized under Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes of the members in good standing shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Due Date of Annual Assessments: The annual assessments provided for herein shall become due and payable on the first day of January each year. The Board of Directors of the Association may provide for the payment of annual assessments on a periodic basis.

Section 7: Duties of the Board of Directors: The Board of Directors of the Association shall provide for written notice of the assessment to be sent to every owner subject thereof. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to be paid.

Section 8: Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association: if the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives, and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9: Subordination of the Lien to Mortgages and Deeds of Trust: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of a foreclosure. Such sale or transfer shall not relieve such property from liability for any

assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

DECLARATION ARTICLE VI General Provisions

Section 1: Duration: The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of five (5) years from the date this Declaration became effective, after which time said Covenants shall be automatically extended for successive periods of five (5) years unless an instrument approved by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2: Notices: Any notice required to be sent to any member or owner under time provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, or hand delivered to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3: Enforcement: Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability: Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 5: Planning Program: The Northwood Villa Estates Homeowners' Association does hereby adopt the Wood County Comprehensive Planning Program Land Use Regulations, Subdivision Regulations, and its possible future amendments for future development of the subdivision. The Board of Directors will enforce these regulations, as it deems necessary to assure proper attention is paid to these regulations by developers in Northwood Villa Estates. In witness whereof, said Northwood Villa Estates Homeowners' Association, has caused this instrument to be executed in its corporate name.

RESTRICTIONS OF NORTHWOOD VILLA ESTATES

1. The property shall be subject to the building restrictions and restrictive Covenants set forth in that certain deed from Lawrence R. Chichester et al dated May 19, 1975, and of record in the Office of the Clerk of the County Commission of Wood County, West Virginia in Deed Book 653, page 75, except insofar as the same may be amended by the building restrictions and restrictive Covenants hereinafter set forth.

2. No dwelling shall be constructed on any lot that has a floor area of the main structure, exclusive of one story, open porches, and garages, of less than 1,147 square feet for a one story dwelling, nor less than 1,500 square feet for a two story or multi-story dwelling; all dwellings shall be constructed using at least fifty (50) percent brick or stone; no concrete block or perma-stone dwelling will be permitted; no garages or carports shall be erected on any lot unless they are an accessory; any building erected on said lot shall be on a solid foundation and shall not be built on posts or pillars.

3. No building shall be erected on any part of the premises so that the front wall of the building shall be closer than thirty (30) feet to the line of the street in front of said lot, nor so any sidewall of any building shall be closer than five (5) feet to any side lot line. It is understood, however, that by reason of the topography and contour of the land comprising the Addition of which the above described land is a part, the Covenants contained in this paragraph as to set back from the front lot line may be waived by Northwood Villa Estates Homeowners' Association

Board of Directors, or its designated representatives,

4. Off-street parking facilities, dwelling house garage and/or driveway, shall be provided for each dwelling house erected on said lots. This said off-street parking shall be used as the primary parking location for all vehicles. On-street parking will be restricted to occasional use by owner, or by visitors.

5. No business or trade shall be conducted on the said premises; and no public garage or service station, nor stable, nor apartment house or townhouse, nor any school, nor hospital, undertaking establishment, cemetery, nor any public building, nor any building for the conduct of any business or trade, shall be built or maintained thereon, except as provided for in said Chichester deed. The following activities are allowed:

a) Home based business, as long as there is no signage, or excessive traffic, or problems with parking.

b) The occasional home sales parties (i.e. Tupperware, Pampered Chef, Home Interiors, etc.).

6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other household pets, provided that they are not kept, bred, or maintained for any commercial purposes. Household pet owners shall be responsible for any damage or discomfort caused by their pets to neighboring properties and/or nuisance or annoyance to neighboring property owners, whether said property is privately owned or owned by the Northwood Villa Homeowners' Association.

7. No trailer, basement, tent, shack, garage, nor other outbuilding erected on the premises shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No noxious or offensive trade or activity shall be carried on upon any lot and the open burning and the dumping of trash is prohibited, nor shall anything be done thereon which may become an annoyance or nuisance to the owners of lots in said Addition.

9. Junked or abandoned cars shall not be permitted to remain or be parked upon any lot or street in said Addition.

10. Except for cars, pick-up trucks and motorcycles in normal operating condition, the permanent parking or storage of any wheeled vehicle, trailer, boat, mobile home, RV, or camper is prohibited on a homeowner's property outside of a dwelling house garage, or on any street or land owned by the NVHA. For this purpose, "permanent storage" is defined as the location where said wheeled vehicle is stored when not in use. However, said wheeled vehicles may be parked at or in front of a dwelling house on an occasional, temporary, and short-term basis. For this purpose, "short-term" is defined as a period of seven days or less, and "occasional" is defined as once in a three-month period. Requests for temporary parking of said wheeled vehicles for periods of more than seven days or more than once in a three-month period shall be brought to the Board of Directors or its designated representative for approval, prior to parking.

11. No residence or outbuilding shall be erected, placed, or altered on any building site in this Addition, until the building plans, specifications building materials, and plat plan showing the location of such residence or outbuilding have been approved in writing as to the conformity and harmony of external design with existing structures in the Addition, and as to location of the building with respect to topography and finished ground elevation by the Board or its designated representatives. In the event the Association, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erecting of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.

12. In conjunction with the approval of building plans and specifications, the Board of Directors or its designated representative, in an effort to preserve the aesthetic value of the building lots in this Addition, reserves the right to designate which trees may be removed from any lot prior to or during the construction of any residence or building thereon.

13. The lots shown and described on the plat of Northwood Villa Estates, shall not be subdivided into smaller units and developed, occupied, or sold as single units, except by or with the written consent of the Board of Directors or its designated representative. In the event that two or more lots are purchased by an individual and a dwelling house is constructed thereon so as to occupy more than one lot, then the multiple lots occupied by said dwelling house shall be considered to be an individual lot and shall not thereafter be subdivided into smaller parcels.

14. With the exception of realtor postings, signs placed by property owners at the Northwood Villa Estates entrance shall be temporary with a limit of up to three (3) days. Such signs shall be restricted to a limited and specific area to be designated by the Board of Directors or its designated representative; the designated area shall be determined in a manner as to not block a clear view of traffic on WV State Route 2. Persons placing such temporary signs are responsible for removing them in a timely manner, but the Board of Directors shall have the authority to move or remove signs that in any way compromise safety, visibility or aesthetic values in the neighborhood entrance area, or which exceed the three-day limit.

15. The use of motorized vehicles on Northwood Villa Homeowners' Association unpaved common property is prohibited, unless authorized by the Board of Directors or its designated representative.

16. The foregoing Covenants are to run with the land and shall be binding on all parties and persons claiming under them forever. Invalidity of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

BY-LAWS OF NORTHWOOD VILLA ESTATES HOMEOWNERS' ASSOCIATION BY-LAWS

ARTICLE I - Identification

Section 1: Name: This corporation shall be known as the Northwood Villa Estates Homeowners' Association, hereinafter called The Association.

Section 2: Terms: Terms shall have the meaning given them in the Declaration and Articles, unless otherwise provided.

A. "Declaration" shall mean that certain "declaration of Covenants and Restrictions" executed by Buckley Builders, Inc., on September 4, 1975, and recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 670, at page 132, and following, as amended in Article XIII

B. "Articles" shall mean the Articles of Incorporation of Northwood Villa Homeowners Association, Inc., recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Corporation Records Book 0, at page 464, and following.

BY-LAWS ARTICLE II Purposes

The purposes for which the Association is formed are those set forth in the Articles, as from time to time amended. Namely, to promote, encourage, and work for the health, safety, and welfare of the residents within the Northwood Villa Estates Subdivision, Wood County, West Virginia, and such additions thereto as may hereinafter be brought within the jurisdiction of this Association by annexation; by providing, operating, owning, and maintaining common community properties and facilities including but not limited to parks, playgrounds, swimming pools, lakes, and other recreational facilities including buildings, structures, and personal properties incident thereto; to provide maintenance, repair, upkeep, and improvement of streets, alleys, ways, storm sewers, and easements within said Subdivision; to acquire, hold, own, manage, lease, mortgage, or otherwise deal in and dispose of real and personal property of every kind and character; to accept gifts thereof from living persons and corporations and by will or otherwise; to do all other acts and things permitted by the statutes under which this corporation was formed which shall at any time appear conducive to or expedient for the better accomplishment of its purposes and objectives.

BY-LAWS ARTICLE III Membership

Membership and voting rights shall be as provided in Article III, Section 1 of the Declaration, provided that every member entitled to vote at any election of the members of the Board of

Directors may cumulate his/her votes and give any one or more candidate(s) a number of votes equal to the number of Directors to be elected. The right to vote may not be severed or separated from any lot, and any sale, transfer, or conveyance of any lot to a new owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

BY-LAWS ARTICLE IV Government

Section 1: Board of Directors: The general management of the affairs of the Association shall be vested in the Board of Directors, who shall be elected as provided in Section 1, Article VI, of these By Laws. The number of Directors shall be seven (7) and may be reduced to not less than five (5) by amendment of these By-Laws.

Section 2: Officers: The officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, selected as provided in Section 2, Article VI, of these By-Laws. The Secretary and Treasurer may be one person.

Section 3: President as a Committee Member: The President shall be a member, ex-officio, of all committees.

BY-LAWS ARTICLE V Meetings

Section 1: Annual Meetings of Members: The membership of the Association shall hold meetings no less than once every year, with the fiscal year being defined as October 1 to September 30.

General Meetings may be held in the fall prior to the start of the new fiscal year. The election of directors shall occur at this meeting. Notice of the time and place of holding each meeting shall be delivered or mailed to each member at least ten (10) days previous thereto.

Section 2: Special Meetings of Members: Special meetings of members may be called by the President or by the Vice President or Secretary upon request of five members to such officer, made in writing. Notice of the meeting shall be mailed or hand-delivered to each member at least ten (10) days previous to the meeting, and at such special meeting there shall only be considered such business as is specified in the notice of the meeting.

Section 3: Quorum for Members Meetings: At all meetings of the Association, either regular or special, twenty (20) percent of all members in good standing, or their proxies, shall constitute a quorum with the exception that any action authorized under Section 4, Article V, of the Declaration shall require a quorum as set forth in Section 5, Article V of the Declaration.

Section 4: Lack of Quorum: If a quorum is not present at any meeting, the presiding officer may adjourn the meeting to a day and time fixed by him/her, subject to the provisions of Section 5, Article V, of the Declaration.

Section 5: Order of Business: At all meetings of the Association, the order of business shall be as follows:

- (a) Reading of the minutes of the previous meeting
- (b) Reports of officers
- (c) Reports of committees
- (d) Election of directors, in any
- (e) Unfinished business
- (f) New business

Section 6: Meetings of Board: The Board of Directors shall meet quarterly. Additional meetings may be called by the President on his/her own initiative whenever, in his/her judgment, it may be deemed necessary, or by the Secretary upon request of any two members of the Board of Directors. One week's notice of meetings of the Board shall be mailed or delivered personally to all directors, and shall be deemed sufficient notice of such meetings.

Section 7: Quorum for Board Meetings: A majority of the Board of Directors shall constitute a quorum.

BY-LAWS ARTICLE VI Election of Directors and Officers

Section 1: Election of Directors: The directors of the Association shall be elected by the members at the yearly fall meeting. Unless otherwise provided in Article III of the Declaration, each member shall be entitled to one vote for each director to be elected, and the candidate(s) receiving a majority of the votes cast shall be declared elected.

Section 2: Election of Officers: The Board of Directors shall elect from among their number a President. The directors shall also elect from among the general membership of the Association, inclusive of their number, a Vice President, a Secretary, and a Treasurer. The election of officers

by the directors shall be held at the first meeting of the Board following the fall meeting, provided that the election shall be held within six (6) weeks following the Fall meeting of members.

Officers elected shall hold office until new officers are elected.

BY-LAWS ARTICLE VII Vacancies in Office

If a vacancy occurs among the officers or in the Board of Directors, the vacancy shall be filled for the unexpired term by the Board of Directors.

BY-LAWS ARTICLE VIII Duties of Officers

Section 1: President

1. Call (and preside at) Board meetings.
2. Call (and preside at) Association meetings.
3. Call (and preside at) Special meetings.
4. Manage the agenda.
5. Appoint committees as necessary.
6. Be an ex officio member of all committees.
7. Sign all leases, contracts, or other instruments.
8. Track items of old business through completion.
9. Collect and present items of new business, and track through completion.
10. Understand and apply By-Laws, Covenants, and Restrictions.

Section 2: Vice-President

1. Perform duties of President in President's absence.
2. Give Vice President's report at each Board of Director's meeting, and an annual Homeowners' Association meeting.
3. Make up "Newcomer Information Packets" containing copy of By-Laws, Covenants and Restrictions, new resident information sheet, explanation of assessments, and Association directory.
4. Visit and welcome new residents. Hand out "Newcomer Information Packet."
5. Make sure new residents know how to pay assessments.
6. Maintain contact with realtors handling Northwood Villa sales. Act as liaison between realtors and the Northwood Villa Homeowners Association to ensure positive promotion of our development, answer questions, make sure the realtors have copies of By-Laws, Covenants and Restrictions, and know about rules regarding no sign placement at the entrance, etc.
7. Act as a liaison between developer and Northwood Villa Homeowners Association. Work with developer to track the plans for additional home construction, lot clearing, etc.

Section 3: Association Secretary (Compensated Position)

1. Collect all fee and assessment monies, keep assessment records, send late notices, send non-payment notices, and cause liens to be filed for non-payment.
2. Give Association Secretary's report at each Board of Director's meeting, and at the annual Homeowners Association meeting.
3. Solicit Association members to run for Board of Directors and for Association officers.
4. Prepare ballot for annual election of Board of Directors.
5. Keep files of all official documents of the Association.
6. Assist in executing leases, contracts, and other instruments.

Section 4: Association Treasurer (Compensated Position)

1. Have responsibility for all Association monies, in the name of the Association and of the Board of Directors.
2. Give Treasurer's report at each Board of Director's meeting, and at annual Homeowners Association meeting.
3. Pay bills, collect receipts, make deposits and withdrawals.

4. Keep accounting of all receipts and disbursements.
5. Manage Association bank accounts.
6. Manage completion of tax forms.
7. Prepare and distribute a complete statement of income and disbursements to all Association members twice yearly.
8. Assist in executing leases, contracts, and other instruments.

Section 5: Board of Directors Secretary

1. For all Board meetings (regular and special):
 - a) Copy and distribute meeting agenda to all Association members.
 - b) Take meeting minutes.
 - c) Copy and distribute meeting minutes to all Association members.
2. Give Board Secretary's report at each Board of Director's meeting, and at annual Homeowners Association meeting.
3. Handle all correspondence and other secretarial tasks for the Board of Directors.
4. Maintain current list of Northwood Villa residents and homeowners.
5. Update and issue the Northwood Villa Homeowners Association resident directory.

Section 6: Maintenance and Street Coordinator

1. Give Maintenance and Coordinator's report at each Board of Director's meeting, and at annual Homeowners Association meeting.
2. Manage and oversee grounds upkeep for common areas:
 - a) Grass mowing contract.
 - b) Debris and tree removal; storm damage recovery.
 - c) Fire hydrant flushing and maintenance.
 - d) Street light repair.
3. Manage and oversee street maintenance:
 - a) Street repairs; plan street section replacement.
 - b) Storm drain cleanout and grating repair.
 - c) Snow removal contract.

Section 7: Social Secretary

1. Send card to Northwood Villa residents for celebration of births, weddings, etc.
2. Send sympathy cards and flowers to those suffering a loss,
3. Give Social Secretary's report at each Board of Directors meeting and at annual Homeowners Association meeting.
4. Coordinate the annual Northwood Villa Homeowners Association picnic.
5. Assist with visiting and welcoming new residents.

Section 8: Execution of instruments: The President and the Association Secretary or the Treasurer shall, on being so directed by the Board, sign all leases, contracts, or other instruments in writing.

BY-LAWS ARTICLE IX Duties and Powers of Board of Directors

Section 1: Management of Association: The Board of Directors shall have general charge and management of the affairs, funds, and property of the Association. The Board shall have full power, and it shall be the Board's duty to carry out the purpose of the Association according to its Articles, By-Laws, and Declaration; to determine whether the conduct of any member is detrimental to the welfare of the Association, and to fix the penalty for such misconduct or any violation of the By-Laws or Rules within the limits set forth in Article IV, Section 3(c) of the Declaration.

Section 2: Rule-Making: The Board of Directors may make rules for the conduct of the members and the use of Association property, and define and limit the privileges of the members and their guests, not inconsistent, however, with these By-Laws or the Declaration.

Section 3: Appointment of Committees: The Board of Directors may appoint such committees as it deems necessary; it may vote the expenditures of monies as it deems necessary or advisable; and it may contract for the lease or purchase, in the name of the Association, of supplies or services, for the benefit of the Association. The Board of Directors may, upon the specific approval of the members, buy, sell, lease, or encumber real property.

Section 4: Authority to Impose Liability on Members: The Board of Directors shall levy annual assessments, shall provide written notice of the assessments to be sent to every member subject thereto, and may bring an action at law for nonpayment of same, as provided for in Article V of the Declaration.

BY-LAWS ARTICLE X Compensation

Neither the officers, directors, or members serving on committees shall receive any salary or compensation for services rendered to the Association, except the Secretary and Treasurer, who may receive such sum per annum as may be fixed by the Board of Directors.

BY-LAWS ARTICLE XI Notice

All notices to members shall be mailed or hand-delivered to their addresses as given on the Association books as required by the Board of Directors. Such mailing or personal delivery shall constitute presumptive evidence of service thereof.

BY-LAWS ARTICLE XII Amendments

These By-Laws may be amended only by a majority vote of the members present at a regular or special meeting of the Association, provided notice of the purport of proposed amendment has been stated in the call for the meeting.

BY-LAWS ARTICLE XIII

Supplemental Information

PLAT MAPS

1. Northwood Villa Estate is shown on Map #201, Union District #09.
2. Plat Book 16, Page 27 contains the entire Northwood Villa original tract.
3. Plat Book 16, Page 30 contains detail of lots #34, #35, and #36 (added later).
4. Plat Book 17, Page 39 contains detail of lots #31, #32, #33 (circle).
5. Plat Book 17, Page 42 contains detail of lots #37 to #61 (newest area).

ORIGINAL DEEDS, COVENANTS, AND RESTRICTIONS

1. Deed Book 653, Page 75 contains the deed of sale: Chichester to Buckley Builders, 1975 (original developer's land purchase).
2. Deed Book 670, Page 552 contains corrected deed of sale Chichester to Buckley Builders, 1976.
3. Deed Book 670, Page 132 contains original "Declarations of Covenants and Restrictions," 1975.

OTHER (OLD) DEEDS

1. Deed Book 670, Page 557 contains original deed for lot #3 only.
2. Deed Book 678, Page 718 contains original deed for lot #10 only.

TRUSTEE'S DEEDS

1. Deed Book 808, Page 187 contains Trustee's Deed (1984).
After Buckley's bankruptcy, trustee Fred L. Davis, Jr. sold land to Northwood Villa Homeowners Association, Inc. This sale consisted of Tract A3-A, Tract A3-B, all Streets, drainage systems, sewer systems, sewer plant, etc.
2. Deed Book 812, Page 369 contains Trustee's Deed (1984).
After Buckley bankruptcy, trustee Fred L. Davis, Jr. sold Northwood Villa Estates to M.T.W., a General Partnership. This sale included all parcel/lot numbers, EXCEPT lots #2, #3, #4, #6, #9, #10, fill, #13, #15, #16, #17, #18, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #32,

#33, #34, #35, and #36.

1995 VERSION OF COVENANTS, RESTRICTIONS, AND BY-LAWS

1. Book 911, Page 268 contains Declaration of Covenants and Restrictions.
2. Book 911, Page 277 contains By-Laws of Northwood Villa Estates Homeowners Association.

Instrument #99757

Date recorded 9/4/92

Date effective 9/4/95

STATE OF WEST VIRGINIA
COUNTY OF WOOD

Robert W. Wilson, President, Board of Directors

Duncan Segrest, Association Secretary

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24TH DAY
OF SEPTEMBER, 2013 BY _____