

# HazelWood

## CUSTOMER DISCLOSURE INFORMATION

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### NOTICE OF WAIVER/EXCEPTION

Pursuant to provisions of Article 36-B of the West Virginia Code, a public offering statement for the planned, common interest community known as HazelWood is not required. However, it is our desire to comply with the intent of the Article. So, the Declarant provides the following information and allows a fifteen day rescission period from the date of receipt of this information on any purchase of property in the HazelWood Community. We want this purchase of land to fulfill your goals and objectives. Therefore, we want you to have the information you need to make an informed decision.

**HAZELWOOD  
DISCLOSURE STATEMENT**

1. **DESCRIPTION:** The parcel being purchased by me is Lot \_\_\_\_\_ in the planned, common interest community known as HazelWood located on State Road 5-18 in Preston County, West Virginia. The community consists of 56 sites situated on approximately 500 acres. The community is not or will not be part of or within another community. It has been developed in conformance with local codes and standards. The community is in an unzoned area and meets all legal requirements such as size, access, suitability for on-site sewage disposal and water supply that are currently in force and effect. However, covenants regarding the usage of the Property are set forth in the Declaration.

2. **GRANTOR:** The Grantor of the property and Declarant of protective covenants is Appalachian Land Services, Inc., Keith Roberts, President, 309 S. Main St., P.O., Box 86, Accident, MD 21520, 301-746-6139. The listing broker of sites within the property is A.L.S. Keith Roberts is the listing broker.

3. **COVENANTS:** All property owners in HazelWood will be members of the HazelWood Property Owners Association. The Association will be responsible for maintenance of Common Areas and facilities for the use and benefit of the Owners and enforcement of covenants that maintain the character of the property as set forth in the Declaration. The Common Areas include the roadways as shown on the Plat. The covenants are enforceable against an Owner and the Owner's tenants.

4. **TITLE:** In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. There is a reservation of the minerals underlying the property circa 1904-1923. This reservation does not include surface mining rights. For more detailed information, read your title abstract.

5. **INSPECTION:** I have personally inspected the property being purchased by me and understand that there are no promises for future improvements or future value except as expressly stated in the attached Purchase Agreement and Declaration. The future value of any land is uncertain and dependent upon many factors.

6. **AREA INFORMATION:** For information on local activities and attractions, contact the Garrett County Chamber of Commerce at 301-387-6171 or the Preston County Chamber of Commerce at 304-329-0576.

**AVAILABILITY OF WATER AND APPROXIMATE COST:** The Seller does not hereby guarantee the depth of well or quality of water as this varies greatly from parcel to parcel. However, the average estimated well depth in Preston County is 200 feet. The approximate total cost of drilling a well of average depth, well casing, pump, pressure tank, backhoe and labor is \$3,000 - \$6,000. In areas with high iron or sulfur content, water treatment is sometimes necessary. The average cost of an automated single family residential treatment system is typically about \$1,000 - \$3,000, but the buyer should contact professionals to determine actual costs.

**8. AVAILABILITY OF SEWAGE DISPOSAL AND APPROXIMATE COST:** Preston County issues permits for septic systems based on the percolation rate and the number of bedrooms in the home to be built. A house can be built anywhere on the Site, subject to the parameters in the Declaration, however, the minimum separation from the well is 100 feet from the septic area. If a home is built below the septic area, a pump would be needed to pump the sewage to the field. The cost of this would be between \$1,500 - \$3,000. At no expense, the Preston County Health Department will assist owners in designing a system to suit their needs; call Bruce Jenkins at 304-329-0096.

**9. AVAILABILITY OF ELECTRIC SERVICE AND APPROXIMATE COST:** Electric service is available to each Site. Electricity is provided by Allegheny Power. Extensions for service from the applicant's property line to the closest corner of the dwelling must be established. The customer shall provide all trenching, conduit, backfilling, additional transformers or other equipment

that may be required for installation of facilities. A Trenching Hot Line telephone number is (301-694-4480). Information may be obtained by calling the Fairmont Customer Service Center (1-800-ALLEGHENY). Applicants should contact Allegheny Power at least twelve (12) weeks prior to the date service will be required. Grantor shall request electric service for the community within thirty (30) days after conveyance of 100% of the Lots to Owners but, in any event, not later than January 1, 2000.

**10. AVAILABILITY OF GAS SERVICE AND APPROXIMATE COST:** No natural gas service is available at HazelWood. Propane, fuel oil or electricity is used for heating and electricity or propane is used for range and water heater use.

Range Use: 2 - 100 pound tank placed against the house.  
 Heating Use: 1 - 500 pound tank placed away from the house.  
 Average Cost: Approximately \$.40 per pound delivered

**11. AVAILABILITY OF TELEPHONE SERVICE AND APPROXIMATE COST:** The Grantor is making telephone service available to each site. Citizen's Telecom provides service. If the customer's credit is low, there is a \$70 deposit for new customers; no deposit is required for customers with good credit. For new connections out on the property, there is a \$64 connection charge. Various plans are available that cost \$6 - \$29 per month. For more information or to request service call 800-921-8101.

**12. TAXES:** Preston County, West Virginia is the taxing authority for HazelWood. The current rate as of January 1999 is .678899 mills on residential/farm land and 1.3576 mills on vacant/rental land. These millages are applied to the assessed value, which is 60% of the fair market value of the property. For more information call the Assessor's Office at 304-329-1220.

**13. DUES:** The annual assessment for each Owner is \$250. The assessment can only be changed by an 80% majority vote of the Members at a meeting called for such purpose and may not exceed the amount specified in WV Article 36-B for limited expense liability planned communities. A pro-rated assessment for the first year is due at closing. Thereafter, the annual assessment shall be on a calendar year basis and be due on the first day of March of that year. An unpaid assessment, together with the cost of collection, shall become a lien upon that Owner's parcel and, after 15 days, may be subject to an annual interest rate not to exceed eighteen percent.

**14. ROAD ACCESS:** All sites within HazelWood are guaranteed access via State Road 5-18 or private roads. The private roads within HazelWood are for the use and enjoyment of the Owners and their invitees only. Construction of such private roads will be completed by Declarant before August 1, 2000. These roadways are within fifty foot wide (50') Common Areas consisting of a thirty five foot (35') road area and a fifteen foot (15') utility easement. The road surface is sixteen feet (16') in width with a two foot (2') grassed berm on each side. There is a minimum base of four inches (4") of coarse crushed stone and a surface of at least two inches (2") of fine crushed stone.

**15. RIGHTS OF DECLARANT:** Declarant has the right to grant utility easements and shall pay no dues.

**16. PROPOSED OPERATING BUDGET:** All expenses are for administration of the Association and common area maintenance only.

<b>Annual Assessment Income:</b>		<b>Expenses:</b>	
56 sites @\$250	\$14,000	Administrative Cost	\$ 500
		Snow Plowing	6,000
		General Maintenance	4,000
		Insurance	1,000
		Mowing	<u>2,000</u>
<b>Total Annual Income</b>	<b>\$14,000</b>	<b>Total Annual Expenses</b>	<b>\$13,500</b>

Annual Reserve \$500.00

17. **INSURANCE:** The common areas in the community are insured by a general liability policy providing a minimum of \$1 million coverage.

18. **CANCELATION:** I may cancel this contract by giving notice to the Seller any time before 5:00 P.M. on or before the fifteenth day following receipt of this public offering statement. If the purchaser cancels this contract pursuant to this paragraph, any earnest money deposit made in connection with this purchase shall be returned to the purchaser.

19. **ACKNOWLEDGEMENT:** I understand and acknowledge that the preceding information has been prepared with reasonable diligence by the Seller and the Broker, based on the information currently available, and that such information, including estimated costs, may be subject to change in the future.

\_\_\_\_\_  
Date

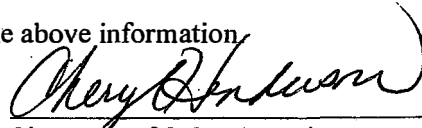
\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

**LAND REPRESENTATIVES CERTIFICATE**

I certify that I have made no statements which are contrary to the above information.

7/3/00  
Date

  
\_\_\_\_\_  
Signature of Sales Associate

## DECLARATION

THIS DECLARATION, made this 2<sup>nd</sup> day of June, 1999 by Appalachian Land Services, Inc., hereinafter referred to as "Grantor", a Maryland Corporation based in Accident, Maryland.

## EXPLANATION

The Grantor is the owner of certain property located on West Virginia State Road 5-18 in Preston County, West Virginia, conveyed to Grantor by Deed dated December 11, 1997 and recorded among the Land Records of Preston County, West Virginia. Part of said property shall be known as the HazelWood Community (hereinafter "Property") as shown on a subdivision plat of the HazelWood Community also recorded among said Land Records

The Grantor hereby establishes a 56 unit planned, common interest community upon the Property with appurtenant common areas, open spaces, roadways and desires to subject the Property to certain easements, covenants, conditions, Bylaws and plats to protect the value, desirability and integrity of the Property and to distribute among the Members of the HazelWood Property Owners Association the costs of maintaining and operating the common areas, to provide for the management of common areas, and the enforcement of the covenants, conditions and restrictions established by this Declaration.

This document defines and declares the parameters for the new community and hereby establishes the unincorporated HazelWood Property Owners Association. The Grantor's intention is to create and preserve an environment that is appealing and attractive. HazelWood is a restful, refreshing opportunity for people to retreat, vacation, or live permanently.

WITNESSETH, THEREFORE, that the Grantor hereby declares that the aforesaid Property shall be held, sold and conveyed subject to the covenants and restrictions set forth below.

## SECTION 1 DEFINITIONS

As used herein, the following words shall have the meanings ascribed to them:

- 1.01 "**Association**" means the HazelWood Property Owners Association as established herein;
- 1.02 "**Bylaws**" means the Bylaws of the Association;
- 1.03 "**Board**" means the Board of Directors of the Association in accordance with Article IV of the Bylaws of the Association, a copy of which is attached hereto and incorporated herein;
- 1.04 "**Common Areas**" means those areas of land, designated on the plat, intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of Lots;
- 1.05 "**Community**" means the planned, common interest community know as HazelWood as set forth by this Declaration;
- 1.06 "**Grantor**" means Appalachian Land Services, Inc. or any successor or assignee thereof to whom it shall convey or otherwise transfer all of the rights, title and interest in the Property designated as a lot;
- 1.07 "**Lot**" means an parcel of ground shown on the recorded Plat of the community numbered and designated as a lot or unit as defined in West Virginia Article 36-B;

1.08 **“Member”** means all persons who are entitled to hold membership in the Association as provided in this Declaration and in the Bylaws;

1.09 **“Owner”** means the person or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot. If more than one person or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record Owner and shall be a single Member of the Association by virtue of their ownership of the Lot. The term “Owner” shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation;

1.10 **“Plat”** means the HazelWood Community plat(s) prepared by the Grantor and recorded in the office of the clerk of the county commission of Preston County, West Virginia;

1.11 **“Property”** means certain property located on West Virginia State Road 5-18 as shown on the HazelWood Plat which is part of the property conveyed to the Grantor by Deed dated January 15, 1998, and recorded in the aforesaid clerk’s office of Preston County.

## **SECTION 2 RESERVED RIGHTS OF GRANTOR/ASSOCIATION**

2.01 **Reserved Rights.** The Association shall hold the Common Areas conveyed to it by the Grantor subject to the reservation to the Grantor, its successors and assigns, of the right to enter upon the Property for the purpose of: conducting activities related to the sale of Lot(s), constructing or completing the construction of improvements and landscaping, storing building supplies or construction equipment and other similar items on any Lot still owned by Grantor or any Common Area until 100% of the Lots are conveyed to Owners by Grantor;

2.02 **Utilities.** Grantor reserves for itself, its successors and assigns, and for utility companies to which Grantor may grant easements for the right to install, construct, maintain, repair, or replace utilities and drainage facilities including poles, wires, pipes, and lines, over ground and underground, over, under and along the front twenty feet (20’) of each Lot and within fifteen feet (15’) feet of any sideline or back line of each Lot;

2.03 **Offices.** Grantor may construct, maintaining and operate real estate sales and construction offices, model homes, displays, and signs on any part of the Common Areas or on any Lot still owned by Grantor until one hundred percent (100%) of the Lots have been conveyed to an Owner by Grantor;

2.04 **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. The vote of any Member comprised of two or more persons, or other legal entities, shall not cast more than one vote per Lot for each Lot owned by them;

2.05 **Assessment.** Grantor hereby covenants each Lot and each Owner, by acceptance of a deed conveying any such Lot, whether or not so expressed in the Deed, shall be deemed to have covenanted and agreed to pay the Association equal annual assessments or charges which shall be collected as hereinafter provided. The assessments levied by the Association shall be used exclusively for the administration of the Association and the maintenance of Common Areas including, but not limited to, the cost of architectural review, postage, telephone, mowing, plowing snow, road maintenance and other

appropriate costs of executing the functions of the Association. Such costs shall be assessed equally against all Members. Costs caused by the negligence of a Member or his invitees/tenants shall be assessed against such Member. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot;

**2.06 Collection.** A pro-rated first year annual assessment for each Lot will be collected at the time of conveyance of said Lot to Owner. The annual assessment for each Lot shall be Two Hundred Fifty (\$250) Dollars per year. The annual assessment shall remain the same unless changed by a vote of an 80% majority of the Members of the Association, voting in person or by proxy, at a meeting called for such purpose. The annual assessment shall not exceed the amount specified in West Virginia Article 36- B for small and limited expense liability planned communities as adjusted in said Article according to the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, compiled by the Bureau of Labor Statistics, United States Department of Labor. The annual assessment for any year after the first year shall be on a calendar year basis and shall become due and payable on or before the first day of March of that year. Grantor shall not pay an assessment on unimproved Lots; **2.07 Non-Payment.** Any assessment levied pursuant to this Declaration, or any portion thereof, which is not paid on the date when due shall be delinquent and shall, together with the interest thereon and the cost of collection thereof, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the laws of West Virginia. Any assessment or portion thereof levied pursuant to the Declaration which is not paid within fifteen (15) days after it is due, may be subject to an annual interest rate not to exceed eighteen percent (18%) per annum from the due date, at the option of the Association;

**2.08 Voluntary Sale.** In a voluntary grant of a Lot or Lots, the buyer shall be jointly and severally liable with the seller for all unpaid assessments against the seller by the Association without prejudice to the rights of the buyer to recover from the seller the amounts paid by the seller for such assessments. The Association shall provide, upon request of such seller, a resale certificate that indicates the status of payment of assessments of such Lots.

### SECTION 3 COMMON AREA RIGHTS

**3.01 Conveyance.** Grantor shall grant and convey to the Association, and the latter shall take and accept from the Grantor, the Common Areas no later than forty-five days (45) from the date that 100% of the Lots are conveyed to Owners by Grantor. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances;

**3.02 Right of Use.** Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas. This right and privilege shall be appurtenant to and pass with the title to the Lot. Any Owner may delegate his right to the use and enjoyment of the Common Areas to the members of his family, his tenants or invitees, subject to the right of the Association to restrict the number of persons or manner of use;

**3.03 Suspension.** The right to the use and enjoyment of the Common Areas shall be subject to the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner for any period in which any assessment against his Lot remains unpaid;

**3.04 Public Agencies.** The rights, privileges and easements of the Owners are subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Owners; provided, however, that no such dedication or transfer shall be effective unless approved by a majority vote of the Members at a meeting called for such purpose;

**3.05 Structures, Improvements.** Except as otherwise provided by this Declaration or the Bylaws, no structure or improvement shall be erected, placed or maintained on any Common Area except for such structures designed exclusively for the common use of Members including, but not limited to, benches, chairs, fences, walls, walkways, roadways, gates, or similar facilities. The Common areas may be graded, planted, improved and maintained with trees, shrubs, plantings or other landscaping placed thereon for the common use, comfort and enjoyment of the Members or for the establishment, retention or preservation of the natural growth or topography of the Common Areas or to repair, replace, restore and maintain all street, roadways, and other facilities or structures placed or maintained for the common use of the Members at the cost and expense of the Association;

**3.06 Regulating Use.** The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Members. The Association shall have the right to suspend use of Common Areas by any Member for infractions of its published rules and regulations;

**3.07 Division.** All Common Areas shall remain undivided. No Owner or Member shall bring any action for partition or division of Common Areas;

**3.08 Driveways.** Owners shall have the right to construct entrances to provide vehicular access where their Lot adjoins the common roadways on the Property. Such entrance shall not impede or change the drainage or flow of water that exists in or along the common roadways and roadside ditches of the Property.

## SECTION 4 COVENANTS

**4.01 Activities.** No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Any violation of any law, order, rule or regulation, or requirement of any governmental authority shall be remedied by and at the sole cost and expense of the Owner causing such violation;

**4.02 Residential Use.** The Property is restricted to residential use only. No commercial, industrial or manufacturing business, agricultural, building or enterprise shall be erected, maintained or operated upon the Property. Renting is permitted. The Board shall determine, in its sole discretion, whether, for the purposes of this paragraph, a particular use shall be considered non-residential. To make such determination, the Board shall consider the impact of such use on the amount of traffic, the visual aesthetics, the noise level and similar attributes that might affect other Owners in the community;

**4.03 Architectural Review.** Prior to construction, plans for any building to be constructed, erected or maintained on the Property and its intended use shall be approved by the Association. All buildings shall be constructed of good finished materials and constructed in a good workmanship-like manner. Grantor or its assigns shall consider application for approval of plans, specifications, etc., upon the basis



of conformity with this Declaration and shall be guided by the extent to which the proposed structure will insure harmony in exterior design and appearance. Approval shall be based upon, among other things: the quality, nature and durability of materials; changes in topography, grade and drainage; effect on the use, enjoyment and value of other neighboring properties. In the event that no action is taken regarding such plan and specifications within thirty (30) days after they have been submitted, such plans and specifications shall be deemed approved;

**4.04 Dwellings.** Only one residential building may be erected or maintained on each Lot. Said building shall contain at least seven hundred fifty (750) square feet of enclosed living area on the first floor, excluding decks, porches, garages; etc. No building shall exceed three stories or forty feet (40') in height. Tents, campers, trailers, motor homes or similar temporary structures erected, placed or maintained on a Lot for more than fourteen (14) consecutive days shall not be visible from any common area on the Property;

**4.05 Outbuildings.** No more than two non-residential buildings may be erected or maintained on each Lot. The exterior of said non-residential buildings shall conform with the exterior of any residential building on the Lot and with the natural character of the area. The total interior floor space of said buildings shall not exceed two thousand (2000) square feet on a Lot;

**4.06 Mobile Homes.** No house trailer, mobile home, or double wide mobile home shall be constructed, placed or maintained upon any Lot. However, a modular dwelling may be placed on a Lot if it is built in accordance with and meets the specifications of the Building Officials Code Administrators (BOCA Code);

**4.07 Setbacks.** No building shall be located on a Lot nearer than forty feet (40') from any common roadway, or nearer than twenty-five feet (25') from any lot boundary line or utility right of way;

**4.08 Construction.** After construction of a building has commenced on a Lot, all exteriors of said building shall be completed within twelve months of the starting date of such construction;

**4.09 Subdividing.** No Lot may be further subdivided to establish an additional residential parcel or parcels. Conveyance of a portion of a Lot will be only for the purpose of adjusting lot boundaries as agreed by the parties involved;

**4.10 Signs.** No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except those pertaining to the sale of the Lot which are no larger than ten (10) square feet in size;

**4.11 Motor Vehicles.** No unlicensed vehicles, junked vehicles or trucks rated more than two tons may be parked on the Property unless parked or stored in an enclosed garage. Motor homes, RV's or similar vehicles may be parked on the Property for no more than twenty-one (21) days unless such vehicle is not visible from any common area on the Property. Unlicensed vehicles may be operated on the Common Area on the Property at a speed not exceeding 15 miles per hour. Licensed vehicles may be operated on the Common Areas on the Property at a speed not exceeding 25 miles per hour;

**4.12 Animals.** Domestic animals or pets may be kept and maintained on the Property if reasonable in number, but shall be kept within the Lot of an Owner unless the animal(s) are under the control of a responsible person. No animals shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance to other Owners. Upon request of any Owner, the Board shall determine, in its sole discretion, whether, for the purposes of this paragraph, a particular animal shall be considered a

“domestic animal”, or its actions have constituted a “nuisance”, or it has been properly kept “under the control of a responsible person”;

**4.13 Trash.** No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. No Lot shall be used or maintained as a dumping ground for any material, trash, garbage or other waste not kept in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition;

**4.14 Maintenance.** The Owner of each Lot shall keep his Lot, and all improvements thereon, in good order and repair, including, but not limited to, the mowing of all lawns and yards, painting (or other appropriate external care) of all building and structures of the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board, after five (5) days written notice to the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, repaint and restore the Lot and the improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with said restoration shall be reimbursed to the Association by the Owner of said Lot, upon demand. All such costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment as provided herein;

**4.15 Lot Clearing.** HazelWood is intended to remain a wooded community and no “clear cutting” of a Lot(s) is to occur. Therefore, cutting or defoliation of vegetation which is larger than six inches (6”) in diameter should be for clearing for construction of driveways, septic fields, buildings, or for the purpose of obtaining a view, managing storm damage or disease, or selective harvest of trees over 18” in diameter;

**4.16 Firearms.** Discharging of firearms is prohibited on the Property, whether for hunting, target practice or any other reason;

**4.17 Special Exception.** By consent of an eighty percent (80%) majority, the Members shall have the ability to approve proposals that have merit but do not conform to the guidelines stated herein. In granting any permit, authorization, or approval as a special exception, the Association, acting on behalf of the Members, may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

## SECTION 5 GENERAL PROVISIONS

**5.01 Enforcement.** 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 or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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; No Owner shall have the right to prosecute an action or inaction by the Board of Directors related to the enforcement of any covenant or restriction imposed by this Declaration;

**5.02 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect;

5.03 **Amendment.** The covenants, conditions and restrictions of this Declaration shall be deemed covenants running with the land in perpetuity. No amendment to this Declaration may be made unless authorized by consent of eighty percent (80%) of the Members. Any amendment to this Declaration must be recorded in the aforesaid clerk's office of Preston County;

5.04 **Notices.** All notices required or provided for in this Declaration shall be in writing and hand-delivered or sent by United States mail, postage paid and return receipt requested, to Grantor or its assignee at its last known address;

5.06 **Headings.** The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration;

5.07 **Surplus.** Surplus funds collected by the association as assessments of Owners shall be used only to reduce the future common expense liability and future assessment of Owners.

ATTEST that the undersigned have set their hand and seal hereunder the day and year first above written.

Appalachian Land Services, Inc.

By: Keith A. Roberts  
Keith A. Roberts, President

**STATE OF West Virginia**  
**Preston County, TO-WIT:**

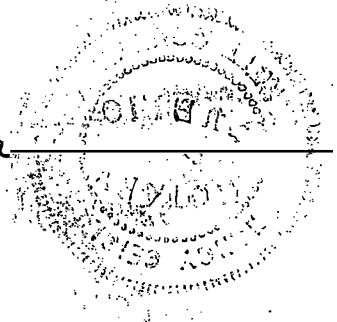
I HEREBY CERTIFY, that on this 2 day of June, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **KEITH A. ROBERTS**, who acknowledged himself to be the President of Appalachian Land Services, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS, My hand and Notarial Seal the day and year last above written.

My Commission Expires:

NANCY GEISLER  
NOTARY PUBLIC, STATE OF MARYLAND  
MY COMMISSION EXPIRES NOVEMBER 20, 2000

Nancy Geisler



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**HAZEL WOOD PROPERTY OWNERS ASSOCIATION  
BYLAWS**

**Article I  
Definitions**

1. **NAME AND LOCATION.** The name is HazelWood Association. Its principal office is located at 309 S. Main St., Accident, Maryland, its mailing address is P.O. Box 86, Accident, MD 21520. Such address and principal office may be from time to time changed without amending these Bylaws.
2. **DECLARATION.** "Declaration." "Declaration" as used herein means that certain Declaration made the 2<sup>nd</sup> day of June, 1999, by which certain described land is subjected to covenants and which Declaration is recorded in the clerk's office of Preston County, West Virginia.
3. **OTHER.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined in the Declaration.

**Article II  
Membership**

1. **MEMBERS.** Every Owner, as defined in the Declaration, shall be a member of the Association provided, however, that any legal entity which holds a security for the performance of any obligation shall not be a member.
2. **ROSTER.** The Association shall maintain a current roster of names and addresses of each member. It shall be the duty of each member to provide this information to the Association, and no member may vote at a meeting of the Association until such information is provided.

**Article III  
Meetings of Members**

1. **ANNUAL MEETINGS.** The first annual meeting of the Members shall be held no later than forty five (45) days after one hundred percent (100%) of the Lots have been sold by the Grantor and title to the same has been conveyed to the Owners. At such meeting there shall be elected, by ballot of the Members, a Board of Directors, in accordance with these Bylaws. Thereafter, the annual meetings of the Members shall be held at a date, time and place selected by the Board of Directors of the Association.
2. **SPECIAL MEETINGS.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request by at least twenty-five percent (25%) of the Members.
3. **NOTICE OF MEETINGS.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, to each member not less than twenty (20) days, nor more than sixty (60) days in advance of the meeting. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.
4. **PROXIES.** At all meetings, each Member may vote in person or by proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the

appointed time of each meeting. Any proxy may be revoked at any time by filing written notice of revocation with the Secretary.

5. QUORUM. For the initial calling of a meeting, the presence of Members or of proxies entitled to cast forty percent (40%) of all of the votes shall be necessary and sufficient to constitute a quorum, If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent calling of that meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### Article IV Executive Board

1. NUMBER. The affairs of this Association shall be managed by an Executive Board of at least three (3) directors, who need not be Members of the Association. Until the first annual meeting, Grantor shall act as the Executive Board of the Association.

2. TERM OF OFFICE. The initial directors shall serve staggered terms as follows: one less than half shall serve a term of one year, the remaining directors shall serve a term of two years. Thereafter, each director shall serve a term of two years.

3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these Bylaws, of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. MEETINGS. The first meeting of the Board shall be held directly after the first meeting of the Members. Thereafter, regular meetings of the Executive Board shall be held at least annually at such place and hour as may be fixed by resolution of the Board, without the necessity of further notice. A majority of the members of the Board shall constitute a quorum for the transaction of business. Special meetings of the Board may be called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6. ACTIONS WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7. POWERS. The Board of Directors shall have the power to exercise for the Association all powers and authority vested in or delegated to this Association and not reserved to the Members by these Bylaws or the Declaration.

8. DUTIES. It shall be the duty of the Board of Directors to:

- a. keep a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- b. supervise all officers, agents and employees of this Association;

- c. to provide for the recognition, hiring and/or dismissal of the personnel necessary for the good working order of the Property;
- d. to promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Property;
- e. send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1<sup>st</sup> of each year, and of each special assessment at least forty-five (45) days in advance of its due date;
- f. foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Owner personally obligated to pay the same;
- g. issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates;
- h. cause the Common Areas to be maintained.
- i. cause the review and consideration of applications for approval of plans, specification, etc. as provided for in the Declaration.

## Article V Officers

1. ENUMERATION. The Officers of this Association shall be a President who shall at all times be a Member of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.
2. ELECTION. The election of Officers shall take place at the first meeting of the Board of Directors and thereafter at the meeting of the Board of Directors following each annual meeting of the Members. Grantor shall serve as President pro-temp at the first annual meeting of the Association until officers are elected.
3. TERM. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
4. RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary.
5. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces.
6. MULTIPLE OFFICES. Not more than two offices may be held by the same person.
7. DUTIES. The duties of the Officers are as follows:
  - a. President. The President shall preside at all meetings of the Members of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.
  - b. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.
  - c. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each

fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting same.

Article VI  
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article VII  
Amendments

1. AMENDMENT. These Bylaws may be amended, at a regular or special meeting of the Members, by a two-thirds (2/3) majority vote of the Members of the Association present in person or by proxy at the meeting at which the vote is taken.
2. CONFLICT. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article VIII  
Miscellaneous

1. LIABILITY. The Association shall indemnify every Officer and Director of the Association against any and all expenses or other liabilities. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles stored upon any common area.
2. EASEMENTS. As stated in the Declaration, the Association is authorized and empowered to grant such licenses, easements and/or rights of way for purposes related to the provision of utilities to the Property as may be considered necessary and appropriate by the Board of Directors.
3. WAIVER. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason or any failure or failures to enforce the same.
4. SEVERALBILITY. In the event any provision or provisions of these bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions herein.
5. CAPTIONS, GENDER. The captions contained herein are for convenience only and are not a part of these Bylaws and are not intended to limit or enlarge the terms and provisions of this Bylaws. Whenever, in these Bylaws, the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Document Prepared By: Thomas Stewart  
2917 University Avenue  
Morgantown, WV 26505

STATE OF WEST VIRGINIA, County of Preston, to-wit:

I, NANCY RECKART, Clerk of the County Commission of said county, do hereby certify that the foregoing writing was this day produced to me in my said office, and was duly admitted to record therein.

Given under my hand this 9th day of June, 1999, at 2:42 p.m.

NANCY RECKART, Clerk

By Kim Dion, Deputy

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RECORDED

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CLERK OF  
COUNTY COMMISSION  
PRESTON COUNTY  
KINGWOOD, W. VA.

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