

**SECOND AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
NEW TIMBERLINE YOAKUM RUN SECTION 2**

This Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2, is made this 11th day of December, 2024, by **Yoakum Run Homeowners' Association, Inc.**, a West Virginia non-profit corporation, and the Owners a requisite majority of all Units in the Yoakum Run Section 2 residential subdivision situated in Dry Fork District of Tucker County, West Virginia.

RECITALS - Part 1: Existence by Common Law Private Dedication.

Whereas, Yoakum Run Section 2 ("**Yoakum Run**" or "**CIC**") is a 30.591-acre and 50 Lot residential development situated in Dry Fork District of Tucker County, West Virginia, that was created by Allegheny Properties, Inc. ("**Declarant**"); and

Whereas, Declarant created Yoakum Run in 1981, by that certain declaration entitled Protective Covenants and Restrictions New Timberline Yoakum Run Section 2, ("**Original Declaration**") recorded in the Office of the Clerk of the County Commission of Tucker County, West Virginia ("**Clerk's Office**") in Deed Book 99 at Page 313, and made in reference to that certain map or plat entitled Yoakum Run Section 2, Plat of Survey for Allegheny Properties, Inc. ("**Plat**") recorded in the Clerk's Office in Plat Book 1 at Page 267; and

Whereas, the Plat and Declaration divide the 30.591 acres into either 50 individually numbered Lots, or various non-Lot streets and cul-de-sacs ("**Common Areas**"), with each Lot allocated one (1) equal membership in Yoakum Run Section 2 Property Owners' Association, Inc. ("**Association**"); and

Whereas, Declarant thereafter consummated the common law private dedication of Yoakum Run by the conveying all Lots utilizing deeds that incorporate the Plat by reference and are made subject to the Declaration; and

Whereas, the Original Declaration addresses collective maintenance and costs of the streets and cul-de-sacs by assigning to each Lot one (1) equal and mandatory membership in Yoakum Run Homeowners' Association, Inc., ("**Association**"), comprised of one (1) vote and one (1) equal share of Association assessments and charges per Lot for matters including maintenance and upkeep of the Common Area streets and cul-de-sacs in Yoakum Run.

RECITALS - Part 2: Subsequent Changes in Real Estate Law and Corporate Law

Whereas, West Virginia adopted its Uniform Common Interest Ownership Act codified as Chapter 36B of the West Virginia Code, effective June 6, 1986 (hereinafter "**36B**" and "**UCIOA**"); and

Whereas, common interest communities are private real estate regimes comprised of "Units" designated for separate ownership and occupancy that are subject to expenses of other non-Unit real estate within the regime; and

Whereas, the Recitals – Part 1 designation of Lots with corresponding Association expenses related to Common Areas establish Yoakum Run as a pre-existing Common Interest Community subject to certain limited retroactive provisions and definitions of UCIOA.

Whereas, Association was incorporated under, and with bylaws crafted pursuant to, the West Virginia Business Corporation Act of 1974, which was subsequently repealed in 2002, and replaced with the West Virginia Non-Profit Corporations Act codified as Chapter 31E et seq. of the West Virginia Code (“31E”).

RECITALS - Part 3: Withdrawal of Declarant, First Amendment and Clarification of Restrictive Covenants

Whereas, sold all 50 Lots and completed its development of Yoakum Run prior to November 17, 1999, at which time Declarant was voluntarily dissolved as a West Virginia corporation; and

Whereas, Section 12, Paragraph 12 of the Original Declaration was revised with regard to operation of vehicles by First Amendment to Protective Covenants and Restrictions dated March 14, 2015, and recorded in the Clerk’s Office in Deed Book 217 at Page 193 (“**First Amendment**” and together with the Original Declaration hereinafter “**Existing Declaration**”); and

Whereas, the owners of the majority of Lots make this Amendment to: (a) revise and conform the Existing Declaration to include certain applicable provisions of 36B; (b) revise and conform the Association’s bylaws to both 36B and also 31E; (c) reflect withdrawal of the Declarant from Yoakum Run; (d) revise the Existing Declaration to reflect changes in circumstance after the Existing Declaration; and (e) restructure and restate the existing covenants and restrictions utilizing defined terms so that the same may be presented in a format more desirable to the Unit Owners.

WITNESSETH, Yoakum Run Homeowners’ Association, Inc., a West Virginia non-profit corporation, acting pursuant to vote or agreement of the Owners of a requisite majority of all Lots or Units comprising Yoakum Run Section 2, hereby modifies and amends the Existing Declaration, restating and replacing the same in its entirety with this instrument setting forth the covenants, restrictions, terms, conditions, easements, reservations, limitations and rules governing Association and all fifty (50) individually numbered Units comprising Yoakum Run Section 2.

Article 1 - Definitions

The following terms utilized in 36B, the Recitals, on the Plat, and in the body of this Second Amendment shall have the following meanings unless the specific text or context of the usage indicates a contrary usage:

1.1 “**Allocated Interest Formula**” means a fraction wherein the numerator is 1 (representing a Unit), and the denominator is equal to the total number of Units comprising Yoakum Run, excepting only Units owned by the Association from the Allocated Interest formula.

1.2 “**Association**” means Yoakum Run Homeowners’ Association, Inc., a West Virginia non-profit corporation, and any successor thereto organized under UCIOA Section 3-101 with regard to Yoakum Run and the retroactive provisions of UCIOA applicable to Yoakum Run.

1.3 “**Basement**” means any Story of a Dwelling below the Entry Level Story whether partially or entirely below Surface Grade.

1.4 “**Bylaws**” means the corporate bylaws of the Association as the same may be amended from time to time. The Bylaws are amended simultaneous with this instrument to conform to this instrument and no Bylaws or Bylaw provision may conflict with this Declaration or include covenants or restrictions

governing the use, occupancy or improvement of Units, which subject matter must be included in this Declaration.

1.5 "**Common Elements**" means fee or easement Real Estate within the perimeter of Yoakum Run that is (a) owned or leased by the Association, and (b) not a Unit. The UCIOA term Common Elements expressly includes original Common Areas of Yoakum Run including the Association's interests in Real Estate arising by virtue of its rights to both regulate the same, and also obligations to maintain the same.

1.6 "**Common Interest Community**" means Real Estate with respect to which a person, by virtue of his ownership of a Unit, is obligated to pay for Real Estate taxes, insurance premiums, maintenance or improvement of other Real Estate described in a Declaration.

1.7 "**Declaration**" means any instruments, however denominated, that create a common interest community, including any amendments to those instruments and contextually Original Declaration together with the First Amendment and this Second Amendment.

1.8 "**Dwelling**" means any structure, Building or improvement that may be occupied by persons as a permanent or temporary residence but expressly excludes therefrom Secondary Buildings.

1.9 "**Entry Level Story**" means the lowest elevation Story of the Dwelling that is located entirely above grade and contains the primary entrance to the Dwelling from the street via a pedestrian door
"Lot" means Unit.

1.10 "**Planned Community**" means a Common Interest Community in which Common Elements are fee or easement Real Estate owned by the Association.

1.11 "**Plat**" means that certain map or plat entitled Yoakum Run Section 2, Plat of Survey for Allegheny Properties, Inc. recorded in the "Clerk's Office" in Plat Book 1 at Page 267, and attached hereto and incorporated herein as **Exhibit A**.

1.12 "**Real Estate**" means the statutory definition of any leasehold or other estate or interest in, over, or under land, including structures, fixtures and other improvements and interest that by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries, and spaces that may be filled with air.

1.13 "**Residential Purposes**" means statutory definition use of a Unit for dwelling purposes or recreational purposes, or both, without regard to whether the persons utilizing a Unit for Residential Purposes are the owners, guests, family, invitees, licensees or leases of the Owner of the Unit.

1.14 "**Secondary Building**" is any structure, other than a Dwelling, that has at least three (3) walls and a roof.

1.15 "**Story**" means the portion of a Dwelling between a floor below and a ceiling above.

1.16 "**Surface Grade**" means the upper limits and top of the earth or ground of a Unit.

1.17 "**Two-Story Dwelling**" means a Dwelling with a Story above the Entry Level Story.

1.18 "**Unit**" and "**Lot**" mean a physical portion of the common interest community designated for separate ownership or occupancy. Contextually in this Declaration "Unit" means each of the fifty (50)

individually numbered Yoakum Run Lots depicted and shown on the Plat or in their current title configurations in the event of any boundary adjustments.

1.19 “Unit Improvement” means all man-made improvements to a Unit including, but not limited to, Dwellings, Secondary Buildings, driveways, sidewalks, retaining walls, lawns, landscaping, and Unit specific drainage systems within the perimeter of a Unit, as well as utility services extended to a Unit or Dwelling or Secondary Building thereon. The term Unit Improvement expressly excludes natural conditions within the perimeter of a Unit that predate the creation of Yoakum Run such as slopes, grades, streams and tributaries.

1.20 “Unit Owner” means a person or legal entity or combination of the same that owns a Unit but does not include a person or legal entities having an interest in a Unit solely as security for an obligation.

1.21 “Work” means any man-made construction, excavation, change to or creation of a Unit Improvement, or man-made material change in or to the exterior appearance of a Unit or existing Unit Improvement.

Article 2 – Select provisions of Original Declaration Restated.

2. Notwithstanding the title designations “New Timberline Yoakum Run Section 2” in the Original Declaration and on the Plat, there is no “Yoakum Run 1” and the Original Declaration specifically establishes the Yoakum Run as a Common Interest Community separate and distinct from the Timberline Development stating:

Yoakum Run Section 2 of New Timberline is a separate and distinct development from Timberline Development, and is specifically excluded from any amenities or conservancy area use which heretofore may have been granted to owners of property within Timberline Development of Allegheny-Properties, Inc. Said amenities and conservancy property area rights have no applicability whatsoever to land or property owners within Yoakum Run: Section 2 of New Timberline.

Article 3 - 36B-2-104. Description of Units.

3 A description of a Unit which sets forth the name of the Common Interest Community, the recording data for the Declaration, the county in which the Common Interest Community is located, and the identifying number of the Unit, is a legally sufficient description of that Unit and all rights, obligations and interests appurtenant to that Unit which were created by the Declaration or Bylaws.

Article 4 – Revised and Restated Restrictive Covenants Governing Units and Common Elements.

4.1 Units - Permitted Use. All Units are restricted to single family Residential Purposes use and occupancy, without regard to whether Unit is used or occupied by its Owner(s) or guests, family members, tenants, agents or contractors of the Owner(s).

4.2 Units – Subdivision and Ownership Divisions. No Unit may be physically subdivided into more than one (1) Unit without the express prior written and recorded consent of the Association. Ownership of a Unit may not be divided by conveyance, rental, or otherwise on a so-called “time-share” or “time-sharing” basis.

4.3 Unit Construction and Changes.

4.3.1 Approval Requirement. For avoidance of hardship, unnecessary cost and delay, no Unit Owner may make, cause, undertake or allow any Work, except as approved by the Association in compliance with the approval requirements of this Paragraph 4.3. Provided, however, that this Approval Requirement shall not apply to routine maintenance of existing Unit Improvements without material change in appearance, regular lawncare, trimming of trees and bushes, or removal of any dead or dying vegetation.

4.3.2 Application for Approval and Plans. Prior to commencing any Work, the Unit Owner shall submit proposed complete and sufficient plans for any Work to the Association, including designs, location on the Unit, elevations (if applicable) and exterior colors and materials (“Plans”).

4.3.3 Association Plan Review. Association shall review the Plans to determine compliance with the requirements of this instrument, including impact of proposed Work on fee and easement Common Elements, and respond in writing within thirty (30) days giving notice that the:

(a) Plans are approved either because the Plans are compliant with the requirements of this instrument, or because this instrument does not regulate the Work contemplated by the Plans;

(b) Plans are rejected because they lack or omit details required for review in accordance with the requirements of this instrument in which case the Association’s written response shall identify the missing information required for review and approval hereunder and identify the specific provisions of this instrument setting forth the applicable standard; or

(c) the Plans are rejected because they do not comply with the requirements of this instrument in which case the Association’s written response shall state and identify the basis for rejection and identify the specific provisions of this instrument setting forth the applicable standard.

4.3.4 Expedited Association Plan Review. A Unit Owner may requested expedited Association review of any Work necessitated risk of damage to property or injury to persons (e.g. dead, damaged or dying trees, or reoccurring surface water conditions) in which case the Association shall complete the Paragraph 4.3(c) approval process within ten (10) business days after receipt of the proposed Plans.

4.3.5 Plan Appeal. Any Plans rejected by a committee of the Association may be appealed to the Association’s Board of Directors by written petition for a hearing to be held within thirty (30) days after the Association’s written notice of rejection. Any Plans rejected by the Association’s Board of Directors may be appealed to the majority of all Unit Owners by petition for a Special Meeting of all Unit Owners to be held within thirty (30) days after the Association’s written notice of rejection. Determinations at the Special Meeting for approval purposes shall be by simple majority of all Units, and all costs and expenses of said Special Meeting, including notices, shall be borne by the petitioning Unit Owner(s) unless allocated to Association by a majority of a quorum present at the Special Meeting.

4.3.6 Variances. The Association’s Board of Directors or a simple majority of all Units may in appropriate circumstances grant a temporary or permanent variance permitting Work not otherwise compliant with this instrument. Variances are permitted in circumstances (a) when a violation of the requirements of this instrument do not result in a material harm of the variety to be prevented by the requirements of this instrument; or (b) hardship due to good faith mistake in implementation of Work previously approved pursuant to this Paragraph 4.3. All variances shall be reduced to writing, acknowledged by a duly authorized officer of the Association, and effective when recorded in the Clerk’s Office.

4.3.7 Construction Time Periods. All Dwellings, Secondary Buildings, and other Unit Improvements shall be completed within six (6) months after commencement of construction of the same, except: (a) Association may specify a longer time period of up to nine (9) months for the construction and completion of a Dwelling; (b) Association may specify a shorter time period of not less than three (3) months for construction of Secondary Buildings and other non-Dwelling Unit Improvements; and (c) additional time shall be permitted when appropriate due to inclement weather, strikes, fires, national emergencies or natural calamities, or Acts of God. The construction time period shall be documented in writing by the Association and shall be appropriate given the approved Work and proposed commencement date of the Work.

4.3.8 Construction Site Condition. All construction debris, waste, and surplus materials shall be removed from the Unit sufficient that the Unit shall not appear to be a construction site within one (1) month after completion of construction, and not later than one (1) month after conclusion of the applicable Paragraph 4.3.7 construction time period if earlier.

4.3.9 Lot and Construction Landscaping. Each Unit shall be landscaped in a workmanlike manner, including the seeding of bare earth to generate a vegetative lawn within one (1) year after the completion of a Dwelling or one (1) month after conclusion of the applicable Paragraph 4.3.9 construction time period if earlier. All lawns shall be vegetative to the express exclusion of artificial grass such as astroturf.

4.4 Unit Improvements and Dwelling Requirements.

4.4.1 Dwellings:

(a) **One Dwelling Per Unit.** No Unit may contain more than one (1) Dwelling, and all Dwellings and other Unit Improvements shall individually and collectively have the appearance of a traditional single-family residential homesite.

(b) **Dwelling Structures.** All Dwellings must be (a) permanently affixed to the Lot via a block or concrete foundation; and (b) permanently connected to public electrical, water and sewer service. For the purpose of this provision, manufactured homes, motor vehicles, tents, garages, sheds, shacks and Secondary Buildings are not Dwellings. Manufactured homes, motor vehicles, tents, garages, sheds, shacks and Secondary Buildings are not Dwellings may not be occupied as a temporary or permanent residence or otherwise for dwelling purposes.

(c) **Dwelling Occupancy.** Dwellings are the only Unit Improvement that may be occupied by persons for residency or dwelling purposes.

(d) **Dwellings - Minimum Enclosed Area.** No Dwelling shall contain less than 1,000 square feet, above-Surface Grade of total enclosed floor area, exclusive of enclosed porches, Basements and integral or attached garages. In addition to the foregoing, the Entry Level Story of a Two-Story Dwelling shall contain not less than eight hundred (800) square feet, of total enclosed floor area, exclusive of enclosed porches, Basements and garages.

(e) **Dwellings – Roofing Material.** The primary exterior surface of all Dwelling roofs shall be cedar shake, multi-dimensional shingles, or metal.

4.4.2 Secondary Buildings:

(a) **Dwelling Required for Secondary Building.** Secondary Buildings are only permitted on Units that also contain a completed Dwelling. Provided, however, that if and for so long as two (2) contiguous Units are under common ownership, the Secondary Building may be located on the

second (2) contiguous and commonly owned Unit. Further provided that a detached garage Secondary Building may be constructed at the same time as a Dwelling on the same Unit.

- (b) **Maximum Number.** No Unit may be the site of more than one (1) Secondary Building.
- (c) **Location.** No Secondary Building shall be located nearer to the front of a Unit than the front of the Dwelling on the same Unit.
- (d) **Maximum Enclosed Area.** The maximum enclosed horizontal area of a Secondary Building designed and constructed as an automobile garage is six hundred (600) square feet, the maximum horizontal area of any other Secondary Building is eighty (80) square feet.
- (e) **Maximum Height.** No Secondary Building may include more than one (1) Story and the floor of the Secondary Building shall be at or within twelve (12) inches of Surface Grade.
- (f) **Exterior Appearance.** The exterior materials, colors and appearance of a Secondary Building shall be harmonious to, and of substantially the same materials and colors as the Dwelling on the same Unit. Secondary Buildings may not have flat or non-peaked roofs.

4.4.3 Unit Driveways and Vehicle Parking Areas. Each Unit improved by a Dwelling shall include a driveway finished with gravel, asphalt, concrete or fitted stone. The driveways and garage Improvements to each Unit shall have sufficient size and capacity to accommodate the vehicles utilized by the Unit Owner and their guests, contractors, licensees and leases. For purposes of visibility, safety, emergency services and maintenance, parking is not permitted on any Common Element Street except: (a) deliveries to the Unit; (b) as necessary for and during construction and maintenance of the Unit; and (c) otherwise permitted by the Association on an intermittent basis.

4.4.4 Unit Utility Services.

(a) All Units are serviced by public water, sewer, electric, cable, telephone, and data providers regulated by the West Virginia Public Service Commission. No Unit shall be the site or location of a well or sewage or septic treatment system. All utility installations across or through a Unit to a Dwelling or Secondary Building shall be subsurface and below Surface Grade except connection boxes and meters that must extend above Surface Grade.

(b) Solar panels are only permitted on Units if located on the roof of a Dwelling or Secondary Building. No Unit Improvement may be utilized for wind harnessing electrical generation.

4.4.5 Unit Lighting. For the purposes of maintaining the rural residential and wooded character of Yoakum Run, no Unit may display any neon flashing light visible from any other Unit or Common Element, and any on-Unit lighting shall be positioned to not directly or indirectly cast light onto any other Unit.

4.4.6. Unit Maintenance Requirements.

(a) Except during construction as set forth above, all Units and Unit Improvements shall be maintained in a neat and sanitary condition with the appearance of occupied residential homesites in a residential neighborhood, free of accumulations of rubbish, trash, or debris. For such purposes, the Unit Yoakum Run Unit maintenance requirement is the standard predominate to the majority of all other Units comprising Yoakum Run for purposes of Dwellings, Secondary Buildings, lawns, landscaping, driveways, and natural vegetative or wooded portions of Units.

(b) Composting is only permitted on Units that contain Dwellings in locations no nearer to any Common Element Street than the rear of the Dwelling, and no nearer than twenty (20) feet from any other Unit.

(c) All Unit uses and conditions shall comply with applicable law and no Unit shall be the source of any noxious odor or illegal discharge or discharge of a contaminant.

4.5 Animals.

(a) No animal or animals may be kept or maintained on any Unit except: (i) dogs and cats that are restrained within the perimeter of the Unit and not permitted to roam at large; or (ii) animals contained entirely within a Dwelling at all times.

(b) When outside of a Dwelling, dogs and cats shall be restrained by (i) leash controlled by an adult; or (ii) by passive restraint such as an electronic fence, physical restraint, or above Surface Grade fence. All passive restraints shall contain the dog cat within the boundaries of the Unit and be located no nearer to a Common Element Street than the Dwelling on the same Unit.

(c) No dog may be restrained on a Unit and outside of a Dwelling unless a responsible adult is present on the Unit, and the Association may for noise purposes regulate the number of dogs restrained outside of a Dwelling on any Unit at any time.

4.6 Unit Signage.

(a) **Address and Unit Identification Signage.** For emergency, navigation, and delivery purposes, each Unit shall display a street address visible from a Common Element Street utilizing characters not less than three (3) inches in width and not less than four (4) inches in height. The name(s) of the Unit Owners or the Unit may also be displayed in the same manner.

(b) Except as set forth in 4.8(a), no other signage may be displayed on or from a Unit except signage (i) of a purely decorative nature that does not recite a political message; (ii) required by legal proceedings affecting the Unit, and (iii) one (1) sign advertising a Unit for sale or lease during time periods that the Unit is actively being marketed for sale or lease. Each Paragraph 4.8(b)(iii) permitted sign shall be no greater than two (2) square feet in total placard area, no greater than four (4) feet in height from Surface Grade, and subject to Association regulation with regard to appearance and content.

(c) No Unit may by sign, placard, flag or banner display any message, picture or depiction visible from the perimeter of the Unit and determined by a simple majority of other Units to be profane, obscene, illicit or offensive in nature. The Association is expressly authorized to poll the Units by electronic or any other means for the purpose of this provision.

4.7 Fires and Burning. Open fires and burning of trash and yard waste are not permitted on any Unit. Outdoor fireplaces for purely recreational purposes are permitted to the rear of Dwellings if equipped with screening to contain combustible materials, sparks, and embers within the perimeter of the Unit. Individual openings of screening material shall be no greater than one-eighth(1/8) inch to prevent and limit release or discharge of burning embers. Notwithstanding the foregoing, the Board may grant reasonable variance permitting recreation outdoor fireplaces in other locations in appropriate circumstances by written instrument in form and substance suitable for recordation in the Clerk's Office. Existing outdoor fireplaces are grandfathered from this provision so far, and so far only, as located to the front of Dwellings situated on Units 9, 14, 27, 40 and 44.

4.8. **Firearms, Hunting and Trapping.** No fire arm may be discharged within Yoakum Run, and with the exception of residential nuisance animals such as rats, groundhogs, and moles that may be trapped using cages, wildlife may not be hunted, trapped or killed within Yoakum Run.

4.9 **Unit Antennas and Receivers.** Commensurate with federal law, each Unit may be the location of one (1) satellite receiver no greater than one (1) meter in diameter and positioned in a location on the Unit where the same is fully functional for its intended purposes. Provided, however, such receivers shall to the extent possible not be mounted on the roof or front facing walls of a Dwelling or Secondary Building or located between the same and a Common Element Street. No electronic signal transmitter may be constructed, placed or maintained in any location on a Unit that is visible from any other Unit or Common Element.

4.10 **Preservation of Trees.** In order to maintain the rural residential character of Yoakum Run, no healthy tree greater than six (6) inches in diameter when measured three (3) feet above Surface Grade may be cut or removed from a Unit except with prior written permission of the Board or otherwise in accordance with the provisions of this Paragraph. The following trees may be removed from Units: (a) any tree located within ten (10) feet of an existing or approved Dwelling or Secondary Building; (b) any tree that prevents subsurface installation of utilities to a Dwelling (c) any tree that impedes on-Unit control of storm and surface water discharged from roofs of Dwellings and Secondary Buildings; and (d) any diseased tree or tree that a licensed arborist certifies to be unhealthy or create a risk of foreseeable damage or property within three (3) years may be removed. Provided, however, that a replacement tree not less than four (4) feet in height above Surface Grade shall be planted in a suitable location on the Unit within four (4) months after the removal of any tree pursuant to subsections (b), (c), or (d).

4.11 **Vehicle Operation on Common Element Streets.** For purposes of Association maintenance of Common Element Streets, and Association insuring of Common Element Streets, only "licensed" and "adequately insured" two, three, and four-wheeled motorized vehicles may be operated on Common Element Streets by Unit Owners, and their family, guests, contractors, invitees, licensees and lessees. Unlicensed vehicles, including snowmobiles are expressly prohibited from use in such locations by this Paragraph 13. For the purposes of this Paragraph 13, the terms "licensed" and "adequately insured" mean vehicles fulfilling the requirements of the State of West Virginia or the state of residency of the Owner of both the Unit and also the vehicle sufficient that the vehicle is authorized by the State of West Virginia to be operated on West Virginia State Roads. Vehicles regulated by this Paragraph 13, include, but are not limited to, four-wheeled low-speed vehicles issued a title or manufacturer's Certificate of Origin.

4.12 **Association Membership and Allocated Interests.** Each Unit includes one (1) equal membership in the Association comprised of an equal Allocated Interest fractional share of Association votes, and Association Common Expenses. The membership and Allocated Interest are appurtenant to and inalienable from the Unit and run with the land without regard to the number of Owners of the Unit or whether the same are mentioned in any instrument or instrumentality of conveyance.

Article 5

36B-2-105 Separate Titles and Taxation

5. Each Unit must be separately taxed and assessed, and no separate tax or assessment may be rendered against any Common Elements because Declarant was voluntarily dissolved on November 17, 1999 and has no development rights.

Article 6
Unit Owners Association.

6.0 Article 36B-3-101 – Membership. Membership of the Association shall at all times consist exclusively of all Unit owners.

6.1 36B-3-102. Powers of Unit owners' Association. The Association, even if unincorporated, may, except to the extent limited by this Declaration:

- (a) Adopt and amend Bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Unit owners;
- (c) Hire and discharge managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit owners on matters affecting the Common Interest Community;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, rules, and regulations of the Association;
- (h) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by UCIOA Section 4-109, or statements of unpaid assessments;
- (i) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- (j) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly so provides;
- (k) Exercise any other powers conferred by the Declaration or Bylaws; and
- (l) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

6.3 Common Element Maintenance and Control. Except the extent expressly set forth herein, Association is responsible for maintenance, upkeep, repair, replacement, regulation and improvement of the Common Elements to the extent funded by the Units. No Unit Owner may modify or change a Common Element without the express written consent of Association, which consent shall not be unreasonably withheld in the case of the primary driveway and utility connections extending from a Dwelling on a Unit to a Common Element street.

6.4 36B-3-111 Tort and Contract Liability. An action alleging a wrong done by the Association must be brought against the Association and not against any Unit Owner.

6.5 Association Assessments.

(a) **Primary Purpose.** The Association exists for the primary purpose of serving as a democratic mechanism for collective maintenance, improvement, regulation and insuring of the Common

Elements by all Unit Owners for the benefit of all Units. To the extent Yoakum Run was created by common law private dedication and any Unit was originally charged with a share of direct duties and liabilities of the Common Elements: (i) the Association is charged with the exclusive duty to maintain Common Elements; (ii) all Units release and transfer to the Association their respective share of the duty to maintain Common Elements, if any, (iii) the Association shall at all times, to the extent funded by the Units, maintain premises liability insurance coverage on all Common Elements; and (iv) any action alleging a wrong done by the Association must be brought against the Association and not against any Unit Owner. In furtherance thereof, the primary purpose of Association assessments is to maintain the Association's corporate existence so that it may both maintain and insure the Common Elements.

(b) **Secondary Purpose.** The secondary purposes of Association assessments are to maintain the Association's existence so that it may: (i) serve as the approval entity pursuant to Articles 4 and 6; (ii) exercise its elective enforcement and variance rights pursuant to Articles 4 and 6; and (iii) otherwise conduct the business of Yoakum Run in behalf of the Unit Owners.

(c) **Annual Assessments.** The Association shall make an assessment not less than annually with all annual assessments based on a Budget.

(i) **Budget Proposal.** The Board shall not less than annually prepare and propose a budget for the succeeding budget year of the Association and propose the same to the Unit Owners for ratification. If a budget is proposed for ratification at the Annual Meeting a summary of the proposed budget shall be included in the Annual Meeting Notice.

(ii) **Budget Contents.** A proposed Association budget shall, at a minimum, include the reasonably anticipated costs of maintaining the Association's existence, maintaining the Association's insurance, and maintaining the Common Elements in a condition suitable for use. A budget shall also state the due date or dates of an ensuing assessment and a default interest rate applicable to past due assessments. A budget may also include any other reasonably anticipated financial needs of the Association including, but not limited to, Common Element improvements, and reserves for future Common Element maintenance outside of the budget year.

(iii) **Budget Ratification.** Unless rejected by a majority of all Units at the budget ratification meeting, a budget proposed by the Board of Directors is enacted by the Units and assessed to all Units pursuant to the Allocated Interest Formula. The Board of Directors shall send notice the assessment to all Units within thirty (30) days after the ratification meeting and not less than thirty (30) days before the assessment or first installment thereof becomes due.

(iv) **Budget Rejection.** If a proposed budget is rejected and not ratified by the Units, the most recent approved budget and assessment shall continue until a subsequent budget is ratified by the Units but shall be increased commensurate with changes in the UCIOA designated consumer price index between the date of the most recently ratified budget and the current year.

6.6 36B-3-116 Lien for unpaid Assessments. The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(a) A lien under this section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a first security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

(b) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due.

(c) This section does not prohibit actions to recover sums for which this Section 6.6 creates a lien.

(d) A judgment or decree in any action brought under this section must include costs and reasonable attorney's fees for the prevailing party.

(e) The Association upon written request shall furnish to a Unit Owner a statement setting forth the amount of unpaid assessments against the Unit, and the statement must be in recordable form. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the executive board, and every Unit Owner.

(f) For the purpose of perfecting and preserving its lien, the Association shall give notice to the Unit Owner in the manner set forth in WV Code 56-2-1, or by registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the Owner of their liability for payment of the assessment. Notice of the lien shall be recorded in the Clerk's Office and governed by WV Code 44-8-1 with regard to notice and priority of recording. The notice shall contain: (i) A legally sufficient description of the Unit; (ii) The name or names of the owners of the Unit; (iii) The amount of unpaid assessments due together with the date when each fell due; and (iv) The date of recordation.

(g) The Clerk of the County Commission of Tucker County shall index the notice in the appropriate deed books and lien books in the name of the Unit owners and of the Association. The cost of recordation shall be assessed against any Unit owner found to be delinquent in a subsequent proceeding to enforce the lien.

(h) Upon payment of the assessment, the Association shall execute a written release of the lien in the manner set forth in WV Code 38-12-1 and record the same in the Clerk's Office at the expense of the Association.

(i) An Association lien may be satisfied at any time by the Unit owners or the holder of any subordinate security interest.

6.7 36B-3-118 Association records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 6.8. All financial and other records must be made reasonably available for examination by any Unit owner and his authorized agents.

6.8 36B-4-109 Resales of Units.

(a) Resale Certificate Requirement. A Unit owner shall furnish to a purchaser before execution of any contract for sale of a Unit, or otherwise before conveyance, a copy of the Declaration (other than any **Plats and plans**), the Bylaws, the rules or regulations of the Association, and a certificate containing the information in Paragraph 6.8(e)

(b) Association Source Information. The Association, within ten days after a request by a Unit owner, shall furnish a certificate containing the information necessary to enable the Unit owner to comply with this Section 6.8. A Unit owner providing a certificate pursuant to subsection (a) is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the Association.

(c) Effect on Contracts. A Unit owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate in a timely manner, but the purchase contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever first occurs.

(e) Contents of Resale Certificates. A Resale Certificate shall contain: (i) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the Unit; (ii) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit owner; (iii) A statement of any other fees payable by Unit owners; (iv) A statement of any capital expenditures anticipated by the Association for the current and two next succeeding fiscal years; (v) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects; (vi) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; (vii) The current operating budget of the Association; (viii) A statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant; (ix) A statement describing any insurance coverage provided for the benefit of Unit owners; (x) A statement as to whether the executive board has knowledge that any alterations or improvements to the Unit or to the limited Common Element elements, if any, assigned thereto violate any provision of the Declaration; (xi) A statement as to whether the executive board has knowledge of any violations of the health or building codes with respect to the Unit, the limited Common Element, if any, assigned thereto, or any other portion of the Common Interest Community; (xii) A statement of the remaining term of any leasehold estate affecting the Common Interest Community and the provisions governing any extension or renewal thereof; and (xiii) A statement of any restrictions in the Declaration affecting the amount that may be received by a Unit owner upon sale, condemnation, casualty loss to the Unit or the Common Interest Community, or termination of the Common Interest Community.

6.9 Association Insurance. The Association shall at all times keep and maintain in force and effect a comprehensive general public liability insurance policy in the amount of not less than *One Million Dollars (\$1,000,000.00)* per person, per accident or incident, *Five Hundred Thousand Dollars (\$500,000.00)* per accident, to cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include errors and omissions coverage with regard to the Association's officers and directors.

7. Amendment. This instrument, and these covenants and restrictions do not contain or constitute preemptive rights or restraints on alienation and for such purposes shall be perpetual and run with the land except so far as, and until, amended by vote or agreement of fifty-one (51%) percent of all Units, or rescinded by vote or agreement of eighty (80%) of all Units. Any amendment shall be acknowledged on behalf of the Association by its president and effective upon recordation in the Clerk's Office and any amendment rescinding the Declaration shall include copies of authorizing signatures on behalf of eighty (80%) of all Units.

8. **Enforcement.** Each Unit is bound and benefitted by the covenants, conditions, restrictions and easements set forth in this Amendment and the same may be enforced in law or equity by any Unit Owner or the Association; provided, however, that: (a) Association exists for the primary purpose of maintaining and insuring the Common Elements and Association's right to enforce of any covenant or restriction is an elective right that may be exercised in appropriate circumstances as determined by either (i) the Association's Directors, or (ii) the majority of the Units that are both charged with the Association's costs and expenses and also empowered to amend this Declaration; (b) no action in law or equity may be commenced, prosecuted or pursued with regard to any except after thirty (30) days written notice of violation and right to cure; (c) no failure to enforce a covenant or restriction shall be deemed either a waiver of the specific covenant, restriction or violation, or a precedent with regard to any other Unit(s) or other covenant, restriction or violation. For such purposes, each covenant and restriction is intended to prevent a real and material harm of the specific variety set forth in the covenant or restriction and immaterial non-compliance not resulting in a material harm of the specific variety addressed by the covenant shall be considered by the Association in an election to enforce or grant a Variance.

9. **Eminent Domain.** UCIOA Section 1-107 governs acquisition of any Unit or Common Element, or portion thereof or interest therein by eminent domain.

10. **Merger or Consolidation of Common Interest Communities.** UCIOA Section 2-121 governs merger or consolidation of Yoakum Run with any other Common Interest Community or Common Interest Communities.

11. **Severable Provisions.** If any provision of this instrument or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid by a Court of law, the validity of the remainder of this instrument and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby and the remainder of this instrument shall be construed as if such invalid part was never included therein.

12. **Rule Against Perpetuities.** If any provision of this instrument shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the President of the United States on the date of this instrument.

13. **Notice to Tucker County Assessor.** Pursuant to West Virginia Code § 36B-1-105, because the Declarant did not reserve any UCIOA Development Rights in its pre-UCIOA 1981 Declaration, and Declarant was voluntarily dissolved in 1999, (a) each Unit that has been created, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real estate; (b) each Unit must be separately taxed and assessed; and (c) no separate tax or assessment may be rendered against any Common Elements.

14. **Rights and Obligations of Unit Owners.** Each Unit Owner is subject to this instrument and each present and future Owner of a Unit accepts the same SUBJECT TO all restrictions, conditions, covenants, reservations, liens and charges, the jurisdiction, rights and powers created or reserved herein and ALL MATTERS SET FORTH IN THIS DECLARATION. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person at any time having any interest or estate in said land, and shall inure to the benefit of such grantee in a like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

15. **Headings.** The headings of paragraphs and sections in this instrument are for reference convenience only and shall not in any way limit or define the content or substance of such paragraphs and sections.

Witness, this Second Amendment is made this 11th, day of December, 2024, by **Yoakum Run Homeowners' Association, Inc., a West Virginia non-profit corporation**, acting pursuant to direction of, and agreement of, the Owners of the requisite majority of all **Exhibit A** Units, as set forth on **Exhibit B**.

Yoakum Run Homeowners' Association, Inc.,
a West Virginia non-profit corporation,

By: [Signature]
Name

Its: President

State of West Virginia,

County of Kanawha, to-wit:

The foregoing Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2, was acknowledged before me, the undersigned Notary Public, in my said County and State, on the 11th day of December, 2024, by WV DMV license in his/her capacity as President of Yoakum Run Home Owners' Association, Inc., a West Virginia non-profit corporation, for and in behalf of said corporation, as the official act thereof.

My Commission Expires: 8/26/2025

Seal:

[Signature]
Notary Public



EXHIBIT A PLAT

YOAKUM RUN SECTION 2,
PLAT OF SURVEY

FOR

ALLEGHENY PROPERTIES INC

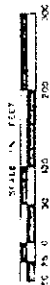
DRY FORK DISTRICT
TUCKER COUNTY WV
LOTS 1 THRU 50
30.591 TOTAL ACRES
---25.567 ACRES---LOTS

ALLEGHENY PROP INC
DR 8/15/14

LEGEND

- ① LOT NUMBER & ACRES
- CORNER WITHIN BOUNDARY
- 1/4" TO 1/8" STEEL ROD
- 1/8" TO 1/4" STEEL ROD
- 1/4" TO 1/8" STEEL ROD
- 1/8" TO 1/4" STEEL ROD
- 1/4" TO 1/8" STEEL ROD
- 1/8" TO 1/4" STEEL ROD

BEING A PART OF THE SAME LAND
THAT JASON HANNAH ACQUIS COMPANY
IS ALLEGHENY PROPERTIES INC BY A
DEED DATED NOVEMBER 19, 2012 AS
RECORDED IN THE OFFICE OF THE
CLERK OF TUCKER COUNTY, WEST VA.
VIA A UNLID BOOK #1 AT PAGE 54



NOTE: ALL ACRES MAY BE
FEET RIGHT OF WAY



LOT	ACRES	DEED	BOOK	PAGE
1	1.0000	2012	100	100
2	1.0000	2012	100	100
3	1.0000	2012	100	100
4	1.0000	2012	100	100
5	1.0000	2012	100	100
6	1.0000	2012	100	100
7	1.0000	2012	100	100
8	1.0000	2012	100	100
9	1.0000	2012	100	100
10	1.0000	2012	100	100
11	1.0000	2012	100	100
12	1.0000	2012	100	100
13	1.0000	2012	100	100
14	1.0000	2012	100	100
15	1.0000	2012	100	100
16	1.0000	2012	100	100
17	1.0000	2012	100	100
18	1.0000	2012	100	100
19	1.0000	2012	100	100
20	1.0000	2012	100	100
21	1.0000	2012	100	100
22	1.0000	2012	100	100
23	1.0000	2012	100	100
24	1.0000	2012	100	100
25	1.0000	2012	100	100
26	1.0000	2012	100	100
27	1.0000	2012	100	100
28	1.0000	2012	100	100
29	1.0000	2012	100	100
30	1.0000	2012	100	100
31	1.0000	2012	100	100
32	1.0000	2012	100	100
33	1.0000	2012	100	100
34	1.0000	2012	100	100
35	1.0000	2012	100	100
36	1.0000	2012	100	100
37	1.0000	2012	100	100
38	1.0000	2012	100	100
39	1.0000	2012	100	100
40	1.0000	2012	100	100
41	1.0000	2012	100	100
42	1.0000	2012	100	100
43	1.0000	2012	100	100
44	1.0000	2012	100	100
45	1.0000	2012	100	100
46	1.0000	2012	100	100
47	1.0000	2012	100	100
48	1.0000	2012	100	100
49	1.0000	2012	100	100
50	1.0000	2012	100	100



SIGNED: *David W. Hughes*
DAVID W. HUGHES
COUNTY CLERK
TUCKER COUNTY, WEST VIRGINIA

SUBMITTED APRIL 18, 2014
BY DAVID W. HUGHES
SUPERVISOR, TUCKER COUNTY
PLAT CORRECTED NOVEMBER 19, 2014
COUNTY CLERK, TUCKER COUNTY, WEST VIRGINIA

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

<u>UNIT</u>	<u>OWNER NAME (PRINTED)</u>	<u>OWNER SIGNATURE</u>
<u>1</u>	RUBY KERR	Ruby Kerr
<u>2</u>	Near & Jackie DeFazio	Near & Jackie DeFazio
<u>3</u>		
<u>4</u>		
<u>5</u>	Holly & John Plunkett	
<u>6</u>		
<u>7</u>		
<u>8</u>		
<u>9</u>	Dori Rutherford	Dori Rutherford
<u>10</u>		
<u>11</u>		
<u>12</u>	Gloria AUSTRING	Gloria A. Austring
<u>13</u>		
<u>14</u>		
<u>15</u>		
<u>16</u>		
<u>17</u>		
<u>18</u>		
<u>19</u>	Greenleaf Smith	Greenleaf Smith
<u>20</u>		
<u>21</u>		
<u>22</u>		
<u>23</u>		
<u>24</u>	Bob Rubenstein	Bob Rubenstein
<u>25</u>		
<u>26</u>		
<u>27</u>	Cliff & Teresa Essig	Cliff & Teresa Essig
<u>28</u>		
<u>29</u>	Thomas Price	Thomas Price
<u>30</u>		
<u>31</u>	Justin Samples	Justin Samples
<u>32</u>	Walter A. Smith	Walter A. Smith
<u>33</u>		
<u>34</u>		
<u>35</u>	Thomas Price	Thomas Price
<u>36</u>		
<u>37</u>	R. Lee Beccor	R. Lee Beccor

<u>UNIT</u>	<u>OWNER NAME (PRINTED)</u>	<u>OWNER SIGNATURE</u>
<u>38</u>	R. Lee Borrer Jr.	R. Lee Borrer Jr.
<u>39</u>	Diane Kaufman	Diane Kaufman
<u>40</u>		
<u>41</u>		
<u>42</u>	Laura Glaub	Laura Glaub
<u>43</u>		
<u>44</u>		
<u>45</u>	ROBERT L. FOSTER, JR.	Robert L. Foster, Jr.
<u>46</u>		
<u>47</u>		
<u>48</u>		
<u>49</u>	CAROL R. BUTLER	Carol R. Butler
<u>50</u>		

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

7-12-24

UNIT	OWNER NAME (PRINTED)	OWNER SIGNATURE
1-47	Andrew Wilson Heisey	<i>Andrew Wilson Heisey</i>
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

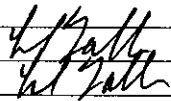
<u>UNIT</u>	<u>OWNER NAME (PRINTED)</u>	<u>OWNER SIGNATURE</u>
<u>1</u>		
<u>2</u>		
<u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
<u>7</u>		
<u>8</u>		
<u>9</u>		
<u>10</u>		
<u>11</u>		
<u>12</u>		
<u>13</u>		
<u>14</u>	Carl Fuller	
<u>15</u>	Carl Fuller	
<u>16</u>		
<u>17</u>		
<u>18</u>		
<u>19</u>		
<u>20</u>		
<u>21</u>		
<u>22</u>		
<u>23</u>		
<u>24</u>		
<u>25</u>		
<u>26</u>		
<u>27</u>		
<u>28</u>		
<u>29</u>		
<u>30</u>		
<u>31</u>		
<u>32</u>		
<u>33</u>		
<u>34</u>		
<u>35</u>		
<u>36</u>		
<u>37</u>		

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

UNIT	OWNER NAME (PRINTED)	OWNER SIGNATURE
16	→	[Signature]
17	→ GEORGE A. FINLEY	[Signature]

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this Exhibit B to constitute one (1) single authorizing Exhibit with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.


UNIT	OWNER NAME (PRINTED)	OWNER SIGNATURE
216	Chris Coepper	

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this Exhibit B to constitute one (1) single authorizing Exhibit with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

UNIT	OWNER NAME (PRINTED)	OWNER SIGNATURE
YR 11	Frederic and Stefanie Langsam	<i>Stefanie Langsam</i> <i>Frederic Langsam</i>

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

<u>UNIT</u>	<u>OWNER NAME (PRINTED)</u>	<u>OWNER SIGNATURE</u>
<u>1</u> 41	Shane Giblin	<i>Shane Giblin</i>
<u>2</u>		
<u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
<u>7</u>		
<u>8</u>		
<u>9</u>		
<u>10</u>		
<u>11</u>		
<u>12</u>		
<u>13</u>		
<u>14</u>		
<u>15</u>		
<u>16</u>		
<u>17</u>		
<u>18</u>		
<u>19</u>		
<u>20</u>		
<u>21</u>		
<u>22</u>		
<u>23</u>		
<u>24</u>		
<u>25</u>		
<u>26</u>		
<u>27</u>		
<u>28</u>		
<u>29</u>		
<u>30</u>		
<u>31</u>		
<u>32</u>		
<u>33</u>		
<u>34</u>		
<u>35</u>		
<u>36</u>		
<u>37</u>		

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing **Exhibit** with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.


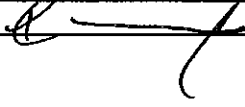
UNIT	OWNER NAME (PRINTED)	OWNER SIGNATURE
20	CHRISTOPHER B. CASTO	

EXHIBIT B UNIT OWNER AGREEMENT TO AMEND

We, the undersigned Owners of a requisite majority of all Units comprising Yoakum Run hereby consent and agree: (a) to the Second Amendment to Protective Covenants and Restrictions New Timberline Yoakum Run Section 2; (b) to the 2024 Amendment to Bylaws for Yoakum Run Home Owners Association, Inc.; (c) that separate signature pages executed by Owner(s) with regard to any Unit may and shall be combined and appended to this **Exhibit B** to constitute one (1) single authorizing Exhibit with facsimiles of any such pages reduced and/or combined to reflect agreement of the requisite majority of Units for such purposes; and (d) that the President of the Association is authorized and directed to execute, acknowledge and record the foregoing Second Amendment in the Office of the Clerk of the County Commission of Tucker County, West Virginia, when authorized by a requisite majority of Units as aforesaid.

<u>UNIT</u>	<u>OWNER NAME (PRINTED)</u>	<u>OWNER SIGNATURE</u>
6	Patrick + Kimberly Smith	

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
YOAKUM RUN HOMEOWNERS' ASSOCIATION, INC.
WITH SECRETARY CERTIFICATE**

The undersigned, being all the Directors of Yoakum Run Homeowners' Association, Inc., acting pursuant to W. Va. Code, Chapter 31E, Article 8, Section 822 and 823 do hereby waive any notice requirement and consent, in writing, to the adoption of the following resolutions the same as if such resolutions had been duly adopted at a meeting of the Board of Directors of said Corporation duly called and legally held:

RESOLVED, that the Board of Directors ("Board") of Yoakum Run Homeowners' Association, Inc. (sometimes hereinafter "Corporation"), did during the year 2024 propose to the Membership of the Corporation both: (a) a covenant and restriction amendment to the governing documents of Yoakum Run Subdivision entitled Second Amendment Protective Covenants and Restrictions New Timberline Yoakum Run Section 2 ("Covenant Amendment"); and also (b) an amendment to the Corporation's bylaws entitled Amended, Revised and Restated Bylaws of Yoakum Run Homeowners' Association, Inc. ("Bylaw Amendment");

RESOLVED, the Board unanimously recommended the same for adoption by the Membership and provided copies of the proposed Covenant Amendment and Bylaw Amendment (collectively "Amendments") to all Members prior to the Corporation's 2024 Annual Meeting held July 20, 2024; and

RESOLVED, that the Amendments were an Agenda item discussed by the Membership at the Annual Meeting at which time implementation of the same was postponed sixty (60) additional days until September 20 to permit all Members to review the Proposed Amendments; and

RESOLVED, that Amendments were proposed for approval by written Member agreement and signature, and on September 30, 2024, both Amendments were approved in writing by not less than fifty-one (51%) of all Members with Memberships apportioned and allotted to all fifty (50) Lots/Units comprising Yoakum Run Subdivision on the basis of one (1) Membership per Lot or Unit; and

RESOLVED, that the President of the Corporation, Robert Foster, is directed to acknowledge the Covenant Amendment in behalf of the Corporation and record the same in the Office of the Clerk of the County Commission of Tucker County, West Virginia, together with the following items appended thereto: (a) this Written Consent; (b) a Secretary Certificate of Incumbency; and (c) the Exhibit B Unit Owner Agreement to Amend; and

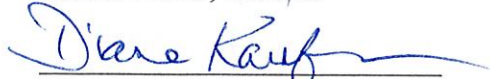
RESOLVED, that all Directors of the Corporation are directed to execute the Bylaw Amendment; and

RESOLVED, that upon post-recording return of the Covenant Amendment from the aforesaid Clerk's Office, the Secretary of the Corporation is directed to provide all Members of the Corporation with copies of the recorded Covenant Amendment, and the unrecorded Bylaw Amendment.

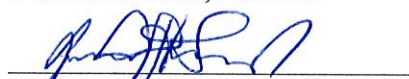
IN WITNESS WHEREOF, the undersigned, being all the Directors of Yoakum Run Homeowners' Association, Inc., have executed this Written Consent this 11th day of December, 2024.



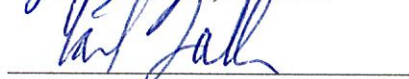
Robert Foster, Director



Diane Kaufman, Director



Greenleaf Smith, Director



Carl Faller, Director



Tom Price, Director

SECRETARY CERTIFICATE

STATE OF West Virginia,

COUNTY OF Tucker, to-wit:

I, Greenleaf Smith, having been first under oath, do hereby certify that:

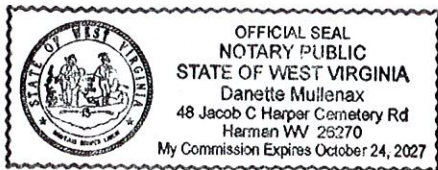
- 1 I am a Director of Yoakum Run Homeowners' Association, Inc. and also also Secretary of Yoakum Run Homeowners' Association, Inc.
- 2 The Yoakum Run Homeowners' Association, Inc. has a five (5) members Board of Directors comprised of myself, Robert Foster, Tom Price, Carl Faller, and Diane Kaufman.
- 3 That the Written Consent of The Board of Directors to which this page is appended is signed by one hundred (100%) percent of the Directors of the Corporation and each such signature is true, accurate and authentic.
- 4 That the Covenant Amendment Exhibit B Unit Owner Agreement to Amend is a compilation of the actual signature authority submitted to the Board of Directors by the Members of the Corporation.
- 5 That there are fifty (50) total Units in Yoakum Run Subdivision and the Exhibit B Unit Owner Agreement to Amend reflects approval of the Covenant Amendment by a requisite majority of twenty-seven (27) of the fifty (50) total Units.
- 6 That one (1) ballot was returned by a Member bearing an irregular and possibly incomplete printed name but no signature and for the foregoing reasons was disregarded because only a majority of twenty-six (26) Lots/Units was required to pass the Amendments.


Greenleaf Smith, Secretary

The foregoing Secretary Certificate was sworn to and acknowledged before me, the undersigned Notary Public, this 13 day of December, 2024, by Greenleaf Smith, in his capacity as Secretary of Yoakum Run Homeowners' Association, Inc.

My Commission Expires: Oct. 24, 2027

[SEAL]




Notary Public

AMENDED, REVISED AND RESTATED BYLAWS

of

**YOAKUM RUN HOMEOWNERS' ASSOCIATION, INC.,
a West Virginia non-profit corporation**

AMENDMENT DATE: December 11, 2024

PREFACE

A Yoakum Run is Real Estate subdivided by a form of deed known as a “declaration” that divides the Real Estate entirely into either lots known as “Units” or non-Unit Real Estate known as “Common Elements”.

B Yoakum Run Homeowners' Association, Inc. (“Association”), is a corporation that does not own Units, is comprised exclusively of Unit Owners, and exists primarily as a democratic mechanism for certain actions by the Owners of certain majorities of Units.

C The Association is required as a mechanism for all Units to collectively maintain, repair, replace, and insure the Common Elements, but relative to the same it also has the rights to improve Common Elements and regulate the use of Common Elements.

D Each Unit includes one (1) membership in the Association. Each membership includes a share of Association voting rights, a share of Association expenses, and the right to use Common Elements subject to Association rules and regulations.

E The Association also exists for certain secondary purposes set forth in the Declaration, including, but not limited to, matters of governance Yoakum Run governance, and approval of the maintenance and improvement of Units.

Article 1: Definitions

Section 1.1. All terms defined in or by the Second Amendment or the Act shall have the same meanings in these Bylaws. The following are some of those defined terms and also certain additional terms used and employed in these Bylaws.

Section 1.2. “Act” means the West Virginia Uniform Common Interest Ownership Act codified as Chapter 36B of the West Virginia Code.

Section 1.3. “CIC”, “Subdivision” and “Yoakum Run” mean the Tucker County Real Estate development known as New Timberline, Yoakum Run Section 2, which was created in 1981, and became a pre-existing planned community variety of common interest community when West Virginia adopted the Uniform Common Interest Ownership Act in 1986.

December 11 2024

Section 1.4. "Declaration" means the instrument and form of deed that created the CIC, as the same has been, and may hereafter be from time to time amended by instruments recorded in the Office of the Clerk of the County Commission of Tucker County, West Virginia. At the time of these Bylaws, the Declaration is:

- (a) the original instrument made by Declarant when it owned all of the Real Estate comprising the Subdivision is entitled Protective Covenants and Restrictions, New Timberline Yoakum Run Section 2, dated November 18, 1981, and recorded November 20, 1981, in the Clerk's Office in Deed Book 99, at Page 313 ("**Original Declaration**") as modified by;
- (b) the First Amendment to Protective Covenants and Restrictions dated March 14, 2015, and recorded in the Clerk's Office in Deed Book 217 at Page 193 ("**First Amendment**"); both as revised, amended and replaced by that certain
- (c) the Second Amendment to Protective Covenants and Restrictions dated 12/11/2024 and recorded in the Clerk's Office in Deed Book 256 at Page 83.

Section 1.5. "Developer" and "Declarant" mean Allegheny Properties, Inc., a West Virginia corporation, in its capacity as the owner of all the Real Estate comprising the CIC when the Subdivision was created by the Original Declaration.

Article 2: Purpose and Priority

Section 2.1. General Purpose. Yoakum Run Homeowners' Association, Inc. ("**Association**") exists because (a) at common law, all Units shown on a plat and sold by deeds making reference to the plat include an easement to use the streets and roads shown on the plat; (b) the duty to maintain an easement is on the parties entitled to use the easement; (c) Yoakum Run was created, and all Units were sold, by reference to a Plat showing the Units, streets and roads; and (d) the existence of the foregoing common law regime necessitates a democratic mechanism for the Owners of all the Units to collectively regulate, maintain and insure the easements. Thus, each Unit includes a membership in the Association comprised of an equal share of Association voting rights and a share of Association expenses.

Section 2.2. Specific Purposes. The specific purposes of the Association are to: (a) exercise those powers delegated to it in the Declaration or by the laws of the State; (b) fulfill the purposes set forth in the Declaration and the Articles of Incorporation; (c) own, manage, maintain and insure the Common Elements for, in behalf of, and in place of the Units; (d) generally govern the use and operation of the Common Elements; (e) take and/or perform all actions related to, incidental to, and/or ancillary to all of the foregoing, including the enactment of budgets, and collection of assessments from all Units to fund all of the foregoing.

Section 2.3. Priority. In the event of a conflict or inconsistency between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall prevail, control, and dominate. In the event of any conflict between these Bylaws and the Association's Articles of Incorporation, the articles of incorporation shall prevail, control and dominate. In furtherance thereof, these Bylaws are made in concert with the Second Amendment to the Declaration which supersedes any and all contrary or conflict provisions of the Original Declaration or First Amendment.

December 11, 2024

Article 3: Membership

Section 3.1. Membership. Membership in the Association is apportioned equally to every Unit and is determined under, governed by, and controlled by the provisions of the Declaration and Articles of Incorporation. Membership is limited exclusively to all Owners of the Units on the basis of one (1) Membership per Unit without regard to the number of Owners of the Unit; provided, however, that no party holding equitable rights in title created by a deed of trust, mortgage, lien, contract of sale of sale or security instrument shall qualify as a Member, and a party acquiring title by foreclosure deed shall upon delivery and recordation of the deed in the Clerk's Office assume the Membership allocated to the Unit.

Section 3.2. Class of Members. The Association has one (1) single class of Members.

Section 3.3. Voting Allocation Among Members. The allocation of Association voting rights is "one (1) vote for one (1) Unit" notwithstanding the possibility that a single Unit may be owned by multiple Members. In the event a Unit shall be owned by one (1) Member, such Member shall have one (1) vote. In the event a Unit shall be owned by more than one (1) Member, those Members shall collectively have and share one (1) vote. The exercise of a Unit's voting rights among multiple Members who own the Unit is as follows:

- (a) any one (1) of such Members may cast the vote allocated to the Unit;
- (b) the vote allocate to a Unit shall only be cast only under, in accordance with, and pursuant to the agreement of a majority in interest of the Members who own the Unit; and
- (c) a vote cast by an Owner without timely protest by other Owners of the same Unit shall be binding on the Unit

Section 3.4. Members which are not Natural Persons. Any corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, governmental subdivision or agency, or other legal or commercial entity ("Entity") which is a Member by virtue of its ownership of an interest in a Unit may shall designate a representative to exercise its Membership privileges including, but not limited to, participation in Association meetings and serving as an officer or director of the Association; provided, however, that the Entity shall first provide the Association with a written designation identifying: (a) the representative and the Unit or Units owned by the Entity for which the representative is appointed, (b) whether the representative is authorized to serve as an officer or director of Association, (c) the expiration of the designation, and (d) any other limitation on the representative's authority. Entities may appoint no more than one (1) representative per Unit owned by the Entity but may authorize any representative to act in relation to multiple Units. The Association may rely on a designation until the Association receives notice that the designation is rescinded.

Section 3.5. Evidence of Membership. Association Membership is apportioned to all Units by the Declaration which is a form of deed made public record by recordation in the Clerk's Office. Membership transfers with title to the Units as a matter of public record. For the foregoing reasons, the Association shall not issue certificates evidencing membership in the Association. However, the Association may issue certificates of good standing and other evidence of membership and compliance with the Declaration and these Bylaws as may be necessary for the conduct of a Member's business.

December 11 2024

Section 3.6. Membership Rules. The Members of the Association may adopt rules for membership in the Association in addition to and/or supplementing the provisions of these Bylaws and the Declaration which are reasonable, germane to the purposes of the Association, and equally enforced as to all of the Members; provided, however, that no such rule may conflict with the Declaration or invade the province of the Declaration by imposing covenants or restrictions governing the permitted uses and improvements of Units and may only be accomplished by amendment to the Declaration. Rules of Membership explain the process for subject matter of the Declaration with regard to occupancy and changes to Units. Rules and regulation may, however, limit or restrict the use and occupancy of Common Elements provided that they may not deny access to a Unit except on a limited basis during construction, repair, and repaving of the roads.

Section 3.7. Compliance with Covenants and Restrictions and Rules and Regulations. The Declaration restricts the use of all Units by Unit Owners and all persons whose presence in the CIC is attributable to a Unit or its Owner making all Unit Owners responsible for their family, guests, invitees, licensees and lessees and their compliance with both the Declaration and also the Association's rules and regulations. The process for enforcement and fines is set forth in the Declaration and the Act.

Article 4: Association Powers

Section 4.1. Association Powers. The Association shall have the express powers set forth, contained in, and provided for in the Declaration, its Articles of Incorporation, and the Act. The Association also has all powers and authority set forth in the West Virginia Non-Profit Corporations Act (West Virginia Code Chapter 31E) to the extent not inconsistent with or limited by the Declaration, Articles of Incorporation or the Act.

Article 5: Directors

Section 5.1. Number of Directors Comprising the Board of Directors. The Association's Board of Directors shall have five (5) director positions. An increase or decrease in the number of director positions shall require the affirmative, vote of the majority of Units, and if set forth in the Declaration also an amendment to the Declaration.

Section 5.2. Election or Appointment of Directors. Except as set forth below, the Directors shall be elected annually at the Annual Meeting of the Association and each director's term expires at an Annual Meeting. The Annual Meeting of the members shall be held at the office of the Association specified in the Articles of Incorporation or at such other address specified in the notice of meeting, and shall be held on a weekend between May 1 and August 1 of each year. Annual Meetings shall commence between the hours of 10:00 a.m. and 4:00 p.m. Notice of the Annual Meeting shall be sent no less than thirty (30) days, nor more than sixty (60) days, before the Annual Meeting and (a) include the place, date and time of the Annual Meeting; along with (b) a Board's proposed annual Association budget to be ratified at the Annual Meeting. The foregoing provision does not limit budget approvals or filling of Director position vacancies to Annual Meetings or preclude Special Meetings for such purposes during the time periods between Annual Meetings.

Section 5.3. Terms of Directors. Except as otherwise provided in this section, all directors shall serve two (2) year staggered terms with, except in case of Director position vacancies, no fewer than two (2) and no more than three (3) director positions to be filled by election or appointment at any Annual

December 11, 2024

Meeting of the Members. At the initial Member meeting held after imposition of the two (2) year term requirement, Directors shall be elected to either one (1) or two (2) year terms to implement the system of staggered two (2) year terms thereafter. The term of a Director elected by the Members or appointed by the Board to fill a vacancy shall expire at the next annual meeting of the Members thereafter. Notwithstanding the expiration of a Director's term, such director shall continue to serve as a Director until the Director's successor shall be elected or appointed or until there shall be a decrease in the number of Director positions.

Section 5.4. Resignation of a Director. A Director may resign at any time by delivering written notice of the Director' resignation to the chairperson of the Board; provided, however, that no Director resignation shall be effective at a time when any other Director position shall be vacant. Subject to the foregoing, a resignation shall be effective when the notice is delivered unless the Board shall agree to a later effective date.

Section 5.5. Removal of a Director. A Director may be removed by the: (a) Members with or without cause by a two-thirds (2/3) vote of all Members present and entitled to vote at any meeting of the Unit Owners at which a quorum is present but if removal is a purpose of the meeting the same must be stated in the notice of the meeting; or (b) a Director may be removed with good cause by unanimous agreement of all other Directors.

Section 5.6. Vacancy on the Board of Directors. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, such vacancy shall be filled: (a) if the vacancy resulted from the removal of a Director by the Members, by a vote of the Members at the removal meeting; or (b) if the vacancy did not result from the removal of a director by the Members, the vacancy shall be filled by the remaining Directors. A vacancy that will occur at a specific later date, by reason of a resignation effective at a specific later date, may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 5.7. Compensation of Directors. Directors shall not be compensated for service on the Board of directors except upon an affirmative, vote of not less than two-thirds (2/3) of all Units.

Section 5.8. Directors' Meetings. The Board may hold regular or special meetings at any location in or out of the State of West Virginia. Any or all Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may simultaneously hear each other during the meeting. A Director participating in a meeting by this means shall be deemed to be present in person at the meeting .

Section 5.9. Action Without Meeting. Any action to be taken at a Board meeting may be taken without a meeting if the action shall be taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, executed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken effective when the last Director shall execute the consent, unless the consent shall specify a different effective date. A consent executed as aforesaid shall have the effect of a meeting vote and may be described as having the effect of a meeting vote in any document.

Section 5.10. Notice of Meeting. Regular meetings of the Board may be held without notice of the date, time, place, or purpose of the meeting. Special meetings of the Board of directors must be preceded by at

December 11, 2024

least two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting.

Section 5.11. Waiver of Notice. A Director may waive any notice required by these Bylaws before or after the date and time stated in the notice by either (a) writing waiver, executed by the Director entitled to the notice, and filed with the minutes or corporate records; or (b) the Director's attendance at or participation in any portion of the Meeting unless such Director shall at the beginning of the meeting or promptly upon such Director's arrival object to holding the meeting or transacting business at the meeting and the Director does not thereafter vote for or assent to action taken at the meeting.

Section 5.12. Quorum and Voting. The participation of three (3) directors at any meeting shall constitute a quorum of the Board. If a quorum shall be present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board. A Director who is present at a meeting of the Board or a committee of the Board when corporate action is taken shall be deemed to have assented to the action taken unless: (a) such Director objects at the beginning of the meeting or promptly upon such director's arrival to holding the meeting or transacting business at the meeting, (b) such Director's dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) such Director delivers written notice of such Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

Section 5.13. Standards of Conduct for Directors. Each Director, when discharging the duties of a Director, shall act: (a) in good faith and (b) in a manner the Director reasonably believes to be in the best interests of the Association. The members of the Board or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging Board or committee duties a Director, who does not have knowledge that makes reliance unwarranted, is entitled to rely on the performance by any officer, employee, legal counsel, public accountant, committee appointed by the Association, or other persons retained by the Association as to matters involving skills or expertise the director reasonably believes are material, but only to the extent the director has confidence in such person.

Section 5.14. Directors' Conflicting Interest Transactions. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Directors or officers are Directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer shall be present at or participate in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because any Director's or officer's votes shall be counted for the purpose, if: (a) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the Board or the committee, and the Board or committee in good faith shall authorize the contract or transaction by the affirmative vote of a majority of the disinterested Directors or committee members, even though the disinterested Directors shall be less than a quorum, or (b) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the members entitled to vote on the contract or transaction, and the contract or transaction shall be specifically approved in good faith by vote of the members entitled to vote, or (c) the contract or transaction shall be fair as to the Association as of the time it is authorized, approved, or

December 11, 2024

ratified by the Board, a committee of the Board, or the Members. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 5.15. Qualifications of Directors. A Director shall be a Member or an appointed representative of any Entity that is a Member. Provided, however, that no two (2) Directors shall serve simultaneously if their sole basis for membership in the Association shall be co-ownership of only one (1) Unit.

Section 5.16. Powers of Board of Directors. The Board may act in all instances on behalf of the Association, except for: (a) amendments to the Declaration, (b) termination of the CIC except with the requisite consent of the Members, or (c) electing members of the Board or determining the qualifications, powers, and/or duties or terms of office of Directors, but the Board may fill vacancies in its membership for the unexpired portion of any term as provided for in Section 5.6.

Section 5.17. Delegation of Powers. The Board may delegate any power or authority to committees or officers of the Association or other persons, except for: (a) the power and authority to bind the Association for any obligation or indebtedness exceeding Ten Thousand Dollars (\$10,000.00) (as calculated based on present dollar values effective July 1, 2023), (b) the power and authority to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association which may only be delegated to the President and Secretary of the Association, (c) any power or authority not delegable pursuant to Section 7.1, and (d) any power or authority vested exclusively in the Board by law.

Section 5.18. Participation in Master Association or Maintenance Agreements. The Board shall appoint two representatives to act on its behalf as directors of any master association to which it is or may become a member or otherwise with regard to the cost-sharing agreements or maintenance agreements relating to any portion of Timberline to which it is a member. At least one (1) of such appointed representatives shall be a director of the Association, and the remaining appointed representative may be an officer or director of the Association or a Member.

Article 6: Officers

Section 6.1. Required Officers. The Association shall have a president, vice-president, secretary, and treasurer, all of whom shall be appointed by the Board to serve at the will of the Board. The president shall be charged with day-to-day operation of the Association. The treasurer shall be charged with the financial records and operation of the Association. The secretary shall be charged with preparing minutes of the directors' and members' meetings and for authenticating records of the Association. The same individual may simultaneously hold more than one office in the Association, except that the offices of president and secretary shall be held by two (2) different individuals.

Section 6.2. Duties of Officers. Each officer shall have the power, capacity, and authority to and shall perform the duties set forth in these Bylaws or otherwise prescribed by the Board. Provided, however, that the President of the Association are and shall be authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

Section 6.3. Standards of Conduct for Officers. An officer, when performing in the Officer's official capacity, shall act: (a) in good faith, (b) with the care that a person in a like position would reasonably

December 11, 2024

exercise under similar circumstances, and (c) in a manner the officer reasonably believes to be in the best interests of the Association.

Section 6.4. Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Association. A resignation shall be effective when the notice is delivered unless the Board shall agree to a later effective date. If a resignation shall be made effective at a later date and the Association accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

Section 6.5. Qualifications of Officers. An officer shall be a Member or an appointed representative of any Entity that is a Member. Provided, however, that no two (2) officers shall serve simultaneously if their sole basis for membership in the Association shall be co-ownership of only one (1) Unit.

Article 7: Committees

Section 7.1. Committees. The Board may create one or more standing or interim committees and appoint members of the Board or other persons to serve on such committees. Each committee shall have at least two (2) or more committee members, who shall serve at the pleasure of the Board. All provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board shall apply to committees and committee members. Subject to the provisions of Section 5.17, a committee may exercise the authority delegated to it by the Board of directors but may not, however: (a) approve or propose to Members any action that requires approval by Members, (b) fill vacancies on the Board or on any of its committees, (c) amend the Articles of Incorporation of the Association, (d) adopt, amend, modify, or repeal these Bylaws, (e) approve a plan of merger, (f) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the property of the Association, or (g) approve a proposal to dissolve.

Article 8: Member Meetings

Section 8.1. Annual Meeting. The Association shall hold an Annual Meeting of its Members at least once each year. Annual meetings of the Members may be held at any place in Tucker County, West Virginia. The failure to hold an Annual Meeting of the Members at the time stated in or fixed in accordance with these Bylaws shall not affect the validity of any corporate action taken at the meeting which is otherwise valid.

Section 8.2. Special Meetings. The Association shall hold a special meeting of the Members: (a) on call of its Board, (b) on call of its President, or (c) if the Members holding at least five percent (5%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the Association one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. If a call for a special meeting shall not be issued within fifteen (15) days after the Association's receipt of a Members' written demand, the Members requesting the special meeting may call the meeting. The record date for determining Members entitled to demand a special meeting shall be the date the first (1st) Member shall sign the demand. Special meetings of Members shall be held in Tucker County, West Virginia. Only business within the purpose or purposes described in the notice shall be conducted at a special meeting of the Members.

December 11, 2024

Section 8.3. Action Without Meeting. Intentionally omitted.

Section 8.4. Notice of Meeting. The Association shall notify all Members of the date, time, and place of each annual, regular, and special meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date; provided that notice of an Annual Meeting shall be sent at least thirty (30) days prior to the Meeting and notice of any meeting that will include budget ratification shall be sent no fewer than fourteen (14) and more than thirty (30) days before the meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including, without limitation, the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer or a member of the Board. In addition thereto, any notice of a budget approval or change shall include a summary of the proposed budget or change. The record date for determining Members entitled to notice of and to vote at an annual, regular, or special meeting shall be the day before the first notice shall be delivered to a Member.

Section 8.5. Adjournment of Meeting. If an annual, regular, or special meeting of Members shall be adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place shall be announced at the meeting before adjournment. If a new record date for the adjourned meeting shall be or must be fixed, notice of the adjourned meeting shall be given to Members entitled to vote as of the new record date.

Section 8.6. Participation in Meeting. Any Member may participate in a regular or special meeting by any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by this means shall be deemed to be present in person at the meeting.

Section 8.7. Waiver of Notice. A Member may waive any notice of a meeting before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. A Member's attendance at any meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 8.8. Conduct of the Meeting. At each meeting of Members, a chairperson shall preside. The chairperson shall be appointed by the Board. The chairperson shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. Any rules adopted for, and the conduct of, the meeting shall be fair to all Members. The chairperson of the meeting shall announce at the meeting when the polls close for each matter voted upon. If no announcement is made, the polls shall be deemed to have closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies, or votes, nor any revocations or changes to a ballot, proxy, or vote, shall be accepted. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Members may simultaneously hear each other during the meeting.

Section 8.9. Members' List for Meeting. After fixing a record date for a meeting, the Association shall prepare an alphabetical list of the names of all its Members who are entitled to notice of the meeting. The

December 11, 2024

list shall show the address of and number of votes to which each Member is entitled. The Members' list shall be available for inspection by any Member entitled to vote at the meeting, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Association's principal office. A Member entitled to vote at the meeting or the Member's agent or attorney shall be entitled on written demand to inspect and to copy the list, during regular business hours and at such Member's expense, during the period it is available for inspection. The Association shall make the Members' list available at the meeting, and any Member entitled to vote at the meeting or the Member's agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of action taken at the meeting.

Section 8.10. Members' Voting Rights. Each Member shall be entitled to vote on each matter voted on at a meeting of Members. The exact and precise number of votes allocated to each Member is set forth in the Declaration and shall be determined under, controlled by, and governed by the Declaration. Members otherwise entitled to vote, but disqualified from voting for any reason, may not be considered for the purpose of a quorum or of computing the voting power of the Association. A corporate Member's vote may be cast by the president of the Member corporation or by any other officer of the Member corporation in the absence of express notice of the designation of some other person by the Board or Bylaws of the Member corporation. A limited liability company Member's vote may be cast by the manager of the Member limited liability company or by any member of the Member limited liability company in the absence of express notice of the designation of some other person by the members or operating agreement of the Member limited liability company.

Section 8.11. Proxies. A Member entitled to vote may vote in person or by proxy. A Member entitled to vote by proxy or the Member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the Member by signing an appointment form or by an electronic transmission of the appointment. An electronic transmission shall contain or be accompanied by information from which one can determine that the Member, the Member's agent, or the Member's attorney-in-fact authorized the electronic transmission. An appointment of a proxy shall be effective when a signed appointment form or an electronic transmission of the appointment shall be received by the inspector of election or the officer or agent of the Association authorized to tabulate votes. A photographic or similar reproduction of an appointment, or a telegram, cablegram, facsimile transmission, wireless or similar transmission of an appointment received by the inspector of election or the officer or agent of the Association authorized to tabulate votes shall be sufficient to effect an appointment. An appointment shall be valid for eleven (11) months unless a longer period shall be expressly provided in the appointment form. An appointment of a proxy shall be revocable by the Member. The death or incapacity of the Member appointing a proxy shall not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity shall be received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment. Subject to any express limitation on the proxy's authority stated in the appointment form or electronic transmission of the appointment, the Association shall be entitled to accept the proxy's vote or other action as that of the Member making the appointment.

Section 8.12. Association's Acceptance or Rejection of Votes. If the name signed on a vote, consent, waiver, ballot or proxy appointment corresponds to the name of a Member or designated representative of an Entity Member, the Association, if acting in good faith, shall be entitled to accept the vote, consent,

December 11, 2024

waiver, or proxy appointment and give it effect as the act of the Member. If the name signed on a vote, consent, waiver, or proxy appointment shall not correspond to the name of a Member, the Association, if acting in good faith, shall be entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member if: (a) the Member is an entity and the name signed purports to be that of an officer or agent of the entity, (b) the name signed purports to be that of an attorney-in-fact, administrator, executor, guardian, or conservator representing the Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment, (c) the name signed purports to be that of a receiver or trustee in bankruptcy of the Member and, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment, or (d) two (2) or more persons are co-members or fiduciaries and the name signed purports to be the name of at least one (1) of the co-members or fiduciaries and the person signing appears to be acting on behalf of all of the co-members or fiduciaries. The Association shall be entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, shall have reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section and the standards of care otherwise applicable shall not be liable in damages to the Member for the consequences of the acceptance or rejection. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this section shall be valid unless a court of competent jurisdiction shall determine otherwise.

Section 8.13. Quorum and Voting Requirements. Members entitled to vote on a matter may take action on the matter at a meeting only if a quorum of those Members exists with respect to that matter. A quorum for the purposes of any meeting of the Members shall be twenty-five (25%) percent of all votes allocated to all Units. The Members entitled to vote on the matter who are present at the meeting, either in person or by proxy, shall be included in determination of a quorum for action on the matter. Once a Member shall be represented for any purpose at a meeting, the Member shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date shall be or must be set for that adjourned meeting. Where these Bylaws require for any purpose the vote of a designated proportion of the voting power of Members entitled to vote on a matter, if a quorum exists, action on the matter, other than the election of directors, by such Members shall be approved if the votes cast favoring the action by the Members voting are in a designated proportion of the total votes cast by the Members. Where the provisions of the foregoing sentence shall not be applicable, if a quorum exists, action on a matter, other than the election of directors, by the Members entitled to vote on the matter shall be approved if the votes cast by the Members voting favoring the action exceed the votes cast by the Members opposing the action. Notwithstanding any provision herein to the contrary, all voting shall be conducted on a per Unit basis with one (1) vote per Unit regardless of the number of Members representing a Unit at any meeting.

Section 8.14. Voting for Directors and Cumulative Voting. Directors shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum shall be present, or if voting by mail or electronic means is permitted in an election in which the total number of Members who vote shall not be less than the number required for a quorum. Members shall not have a right to cumulate their votes for Directors.

December 11, 2024

Section 8.15. Inspectors of Election. The Association may appoint one (1) or more inspectors to act at a meeting of Members and make a written report of the inspectors' determinations. Each inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall: (a) ascertain the number of Members entitled to vote and the voting power of each, (b) determine the Members represented at a meeting, (c) determine the validity of proxies and ballots, (d) count all votes, and (e) determine the result. An inspector may be an officer or employee of the Association.

Section 8.16. Electronic Communication, Voting and Ballots. Voting may occur at any Director's meeting, Member meeting or Committee meeting, in person, by absentee ballot, by a proxy, or when a vote is conducted without a meeting, by electronic or paper ballot. Notices may be given by electronic means. Any notice, voting by ballot or other communication by electronic means shall be by the electronic mail address a Lot Owner designates. The Association may deliver notices by: hand delivery to each Unit Owner; United States mail postage paid to the address designated in writing by the Unit Owner for such purposes (and in the absence of such designation to the address to which tax tickets for the Unit are sent by Tucker County), or commercially reasonable delivery service to the mailing address of each Member; electronic means, if the Unit Owner has given the Association an electronic address; or any other method reasonably calculated to provide notice to the unit owner. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action or vote taken at or without a meeting. A vote by ballot or proxy is cast in the same manner as if the voting Member were physically present at a meeting.

With regard to Membership voting, the Association shall deliver a ballot or proxy to a Member that requests the same if the request is made at least three (3) business days before the scheduled meeting. Votes cast by proxy or ballot must be included in the tally of a vote taken at that meeting. If a vote is to be taken entirely by ballot, the Association shall notify the Members that the vote will be taken by ballot when the ballots are distributed to the Members and the Association shall deliver a paper or electronic ballot to every Member entitled to vote on the matter. The ballot must set forth each proposed action and provide an opportunity to vote for or against the action. When the Association delivers the ballots, it shall also: (A) indicate the number of responses needed to meet the quorum requirements; (B) state the percent of votes necessary to approve each matter other than election of directors; (C) specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three days after the date the Association delivers the ballot; and (D) describe the time, date, and manner by which Members wishing to deliver information to all Members regarding the subject of the vote may do so.

A ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote. Approval by ballot is valid only if the total number of votes cast by ballot, proxy or in person equals or exceeds the quorum required to be present at a meeting authorizing the action.

Article 9: Emergency Provisions

December 11, 2024

Section 9.1. Emergencies. For the purpose of this article, an emergency shall exist if a quorum of the Directors cannot readily be assembled because of some catastrophic event. The Board may adopt bylaws to be effective only in an emergency. The emergency bylaws, which shall be subject to amendment or repeal by the Members, may make all provisions necessary for managing the Association during the emergency, including: (a) procedures for calling a meeting of the Board, (b) quorum requirements for the meeting, and (c) designation of additional or substitute Directors. All provisions of the regular Bylaws consistent with the emergency bylaws shall remain effective during the emergency. The emergency bylaws shall not be effective after the emergency ends. Corporate action taken in good faith in accordance with the emergency bylaws: (a) shall bind the Association and (b) may not be used to impose liability on a Director, officer, employee, or agent of the Association who acted in good faith.

Section 9.2. Emergency Powers. In anticipation of or during an emergency the Board may: (a) modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent and (b) relocate the principal office, designate alternative principal offices or regional offices, or authorize the officers to do so.

Section 9.3. During an Emergency. (a) Notice of a meeting of the Board need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio and (b) one (1) or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency under this article to further the ordinary affairs of the Association: (a) shall bind the Association and (2) may not be used to impose liability on a director, officer, employee, or agent of the Association.

Article 10: Amendment

Section 10.1. Amendment of Articles of Incorporation and Bylaws. The Board may propose one (1) or more amendments to the Articles of Incorporation of the Association or these Bylaws for submission to the Members who are entitled to vote on amendments. For the amendment to be adopted: (a) at least fifty-one percent (51%) of the members of the Board shall approve the amendment, (b) at least fifty-one percent (51%) of the members of the Board shall recommend the amendment to the Members entitled to vote on the amendment, unless the Board shall determine that because of a conflict of interest or other special circumstances it should make no recommendation and shall communicate the basis for its determination to the Members entitled to vote on the amendment with the submission of the amendment, and (c) the Members entitled to vote on the amendment shall approve the amendment by at least fifty-one percent (51%) of the Units. The Board may condition its submission of the proposed amendment on any basis. The Association shall notify each Member entitled to vote on the amendment of the proposed voting no fewer than ten (10) nor more than sixty (60) days before the voting date or determination of a vote by electronic means or ballot. The notice shall also state that the purpose, or one of the purposes, of the vote or meeting shall be to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment.

Section 10.2. Amendments Inconsistent with Declaration. No provision of the Articles of Incorporation of the Association or these Bylaws shall be adopted, amended, modified, or repealed that shall be inconsistent with or contradictory to any provision of the Declaration absent an affirmative, vote of the number of Units necessary to amend the Declaration.

December 11, 2024

Article 11: Financial Matters

Section 11.1. Imposition of Fines and Penalties. The Association may impose fines or penalties on and against Members to the extent permitted by the Declaration and the Act and pursuant to the requirements of the Declaration and Act.

Section 11.2. Assessment of Annual and Special Assessments. The Association shall assess and allocate its common expense liability in the form of annual assessments and special assessments as set forth and provided for in the Declaration.

Section 11.3. Budget. The Board shall not less than annually (a) adopt a proposed budget which shall be reasonably calculated to meet the anticipated costs and expenses of the Association for the budget period and may include annualized costs of long-term, reasonably anticipated capital expenditures to be held in reserves, (b) publish a summary of the proposed budget to the Members, and (c) set a date for a meeting of the Members to consider ratification of the proposed budget, which meeting shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Members reject the proposed budget, the proposed budget shall be ratified, whether or not a quorum shall be present. In the event the proposed budget shall be rejected, the periodic budget last ratified by the Members must be continued until such time as the Members shall ratify a subsequent budget proposed by the Board, provided, that the last approved periodic budget shall be increased commensurate with inflation (changes in the Consumer Price Index = All Urban Consumers) subsequent to the date on which the last periodic budget was approved.

Section 11.4. Budget Requirements. The budget shall include, without limitation, premiums relative to insurance covering the Common Elements, premiums relative to officers and directors errors and omissions insurance, the cost and expense of utilities, mailings, governmental filings, security services, and annual Common Element repairs, snow removal, maintenance, and improvements, the cost and expense of inspection of the storm water systems to the extend the same are Common Elements.

Section 11.4. Accounts. The Association shall deposit and maintain all monies collected for budgeted annual costs in one (1) account and all monies collected for budgeted future costs or reserves in one or more other separate and distinct accounts.

Section 11.5. Surplus. Any monies remaining in the account maintained for budgeted annual costs at the end of any calendar year for which the same were budgeted and collected shall be paid into the account maintained for budgeted future costs or reserves and credited in favor of the Members on behalf of which the same were collected in the proportion of each Unit's contribution.

Article 12: Corporate Records

Section 12.1. Corporate Records. The Association shall keep and maintain: (a) as permanent records minutes of all meetings of its Members and the Board, a record of all actions taken by the Members and Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, (b) appropriate accounting records, including records sufficient to permit the Association to comply with the requirements of West Virginia Code Chapter 36B-3-118, and (c) a record of its Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order for conduct of meetings and voting.


December 11, 2024

Section 12.2. Records Maintained in the Association's Office. The Association shall at all times keep and maintain a copy of the following records at its principal office: (a) its Articles of Incorporation or restated Articles of Incorporation and all amendments to them currently in effect, (b) these Bylaws or restated Bylaws and all amendments to them currently in effect, (c) resolutions adopted by the Board, (d) the minutes of all Members' meetings and records of all action taken by Members without a meeting, for the past three (3) years, (e) all written communications to Members generally within the past three (3) years, including the financial statements furnished for the past three (3) years, and (f) a list of the names and addresses of its current Directors and officers.

Section 12.3. Members' Right to Inspect. Any Member of the Association shall be entitled to inspect any of the records which must be maintained at the Association's principal office during regular business hours if the Member shall give the Association at least five (5) days advance written notice specifying the date and time of inspection. Any Member of the Association shall be entitled to inspect, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association if the Member shall give the Association written notice of such Member's demand at least five (5) business days before the date on which such Member wishes to inspect and copy: (a) excerpts from minutes of any meeting of the Board, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the Members, and records of action taken by the Members or Board without a meeting, and (b) the record of Members. A Member's right to inspect corporate records shall be conditioned that: (a) the Member's demand shall be made in good faith and for a proper purpose, (b) the Member shall describe with reasonable particularity the Member's purpose and the records the Member desires to inspect, and (c) the records shall be directly connected with the Member's purpose.

Adopted and Affirmed: 11 December 2024.

Yoakum Run Homeowners' Association, Inc.,
a West Virginia non-profit corporation, by all
directors after ratification of these Bylaws by a
majority of the Members of the Association:

By: 
Name: Robert Foster, Director

By: 
Name: Diane Kaufman, Director

By: 
Name: Greenleaf Smith, Director

December 11, 2024

By: Carl Faller
Name: Carl Faller, Director

By: Thomas Price
Name: Thomas Price, Director

December 11, 2024