

**BY-LAWS**  
**OF**  
**HIDDEN POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.**  
**DEFINITIONS**

**SECTION 1.01.** The term "Association" shall mean Hidden Point Subdivision Home Owners Association, Inc.

**SECTION 1.02.** The term "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

**SECTION 1.03.** The term "Subdivision" shall mean the Subdivision known as Hidden Point Subdivision, which is situated in Union District, Monongalia County, West Virginia.

**SECTION 1.04.** The term "Member" shall mean a person or corporation who is an owner, legal or equitable, of a Unit in the Subdivision. An equitable owner shall not include a beneficiary in a security instrument.

**SECTION 1.05.** The term "Declaration" shall mean the document prepared by Three Stooges, LLC, which created the Common Interest Community known as Hidden Point Subdivision and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, and all amendments thereto.

**ARTICLE II.**  
**IDENTIFICATION**

**SECTION 2.01.** Name. The name of the Association is Hidden Point Subdivision Home Owners Association, Inc.

**SECTION 2.02.** Seal. The seal of the Association shall be a disc inscribed with the name of the Corporation, the year and the State in which it is incorporated.

**SECTION 2.03. Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January in each year and end on the last day of December in the same calendar year.

**ARTICLE III.  
MEMBERSHIP**

**SECTION 3.01. Qualification for Membership.** The members of the association shall be persons or corporations who are owners, legal or equitable, of units in the Subdivision. Ownership of a unit shall automatically make the owner a member of the Association and such membership shall not be subject to the approval of the Board of Directors or other members on the corporation; provided, however, that a beneficiary in a security instrument covering any of said real estate or a Vendor in a land contract shall not be entitled to membership. Further qualifications for membership, including associate membership in the Association, shall be those prescribed in the Articles of Incorporation.

**SECTION 3.02. Evidence of Membership.** The Board of Directors of the Association may cause the issuance of evidence of membership and associate membership in the Association to the members and associate members thereof in such form as the Board of Directors shall prescribe; however, failure to issue such evidence of membership shall in no way preclude or restrict persons or corporation to membership as herein otherwise provided.

**SECTION 3.03. Annual or Special Assessment.** The rights of membership are subject to the payment of annual dues, and special assessments levied by the Association, the obligation of which assessments in imposed against each owner and becomes a lien upon the property against the properties are subject and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, on the \_\_\_\_\_ day of \_\_\_\_\_ 2006, and contained in Deed Book No. \_\_\_\_\_, at Page \_\_\_\_\_. The Board of Directors may also establish certain user's fees for the use of certain recreational areas developed within the Subdivision.

**SECTION 3.04. Initial Assessment Deposit.** Subject to the conditions as contained in the Declaration, the initial purchaser of any Unit in Hidden Point Subdivision shall on the date of purchase, deposit with the Association the sum of Two Hundred Dollars (\$200.00) as an initial assessment. Such sum shall be in addition to, and not included in, the agreed upon purchase price of the Unit. the sums deposited shall be non-refundable and shall be used to pay Building Design and Landscaping Committee fess and any and all expenses incurred by the Declarant and the Association in obtaining compliance with the restrictions and conditions herein.

**SECTION 3.05. Annual Charge.** Each year the Board of Directors of the Association shall convene for the purpose of and shall fix the amount of the annual charge per lot or unit based upon the maintenance needs and future needs of the Association for the next succeeding year, which shall be no less than Fifty (\$50.00) or the actual needs of the Association per year, whichever is greater, for Association expenses. The annual charge per unit, shall be finalized at least three week prior to the Annual Meeting. The Board of Directors shall have the right to establish the annual charge for Associate Membership as it deems fair and equitable. Special assessments may be levied by the Board of Directors during each year if deemed necessary. In the event the Board of Directors fails to establish an annual charge for any year, the annual charge for the last preceding year shall remain in effect.

**SECTION 3.06. Due Date of Annual Assessment.** The annual assessment provided for herein shall become due and payable on the 1<sup>st</sup> day of April of each year or no later than the 1st day of June. The Board of Directors of the Association may provide for the payment of annual and special assessments on a periodic basis. Notice of the annual and special assessments shall be given in writing of the charge so fixed and sent to each member.

**SECTION 3.07. Lien for Assessment.** The Association has a lien on a Unit for any Assessment levied against the Unit, or fine 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. The Assessment, whether payable annually or in installments, shall not be considered delinquent until it has been past due for ninety (90) days. When the Assessment is delinquent, the Association will formally file a lien with the Monongalia County Courthouse which will include the applicable fee associated with filing the lien. When the Unit Owner's balance is paid in full, the HOA will provide the Unit Owner with a completed lien release form, which the Unit Owner can then file at the Monongalia County Courthouse. If the Unit Owner wants the HOA to file the release, the Unit Owner will need to provide the HOA with the filing fee and the completed lien release form as indicated in the release letter.

**SECTION 3.08. Privileges of Membership.** The members of this Association (and any person who both belongs to the family of a member and has the same residence as the member to whose family he belongs, and any person who is the guest of a member of this Association). shall have the privilege of using the streets within the Subdivision, the areas designated as recreational areas or facilities within the Subdivision that are owned by the Association in accordance with the Declaration for the Subdivision, the Articles of Incorporation and any such other rules for the use of such streets and recreational areas adopted from time to time by resolutions of the Board of Directors of the Association.

**SECTION 3.09. Conflict Among By-Laws, Charter, and Declaration.** In the event of any conflict as to the provisions contained in these By-Laws, the Corporate Charter of Hidden Point Home Owners Association, Inc., or in the Declaration of Common Interest Community, the Declaration shall control and be superior to the Article of Incorporation and the Articles shall control and be superior to the By-Laws.

**SECTION 3.10. Assessment Interest.** Any past due Common Expense Assessment, Special Assessment or installment there of bears interest at the rate of eighteen percent (18%) per year. Interest is added to the financial account of the member on the 1st of each month after the payment due date until the assessment is paid in full.

#### **ARTICLE IV. MEETING OF MEMBERS**

**SECTION 4.01. Place of Meetings.** Any meeting of the members of the Association shall be held at the site of the Subdivision or some other suitable place within Monongalia County, West Virginia, and the place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

**SECTION 4.02. Annual Meeting.** The annual meeting of the members of the Association for the election of Directors whose terms have expired, and for the transaction of such other business as may properly come before the meeting shall be held by the thirty-first (31<sup>st</sup>) day of January . Failure to hold the annual meeting at the designed time shall not work any forfeiture of the Charter, dissolution of the Association or the fights, power and duties of the Directors.

**SECTION 4.03. Special Meeting.** A special meeting of the members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by a person who has, or persons who have, the right to cast thirty percent (30%) of the votes in the Association on any question upon which the vote of the membership of the Association shall be required or desirable.

**SECTION 4.04. Notice of Meetings.** A written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose for which such meeting shall have been called, shall be prepared and delivered or mailed to the last know post office address of each member (or group of persons constituting a joint tenancy or tenancy in common) not more than sixty (60) nor less than then (10) days before the date of the meeting.

**SECTION 4.05. Quorum.** A quorum shall be deemed to be present at any annual or special meeting of the members of the Association, if at the meeting, the owners or not less than twenty

percent (20%) of the Owners of the Units in the Subdivision are present. The owner of a Unit shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney in fact, whether the tenant so present is a sole owner, a tenant in common or a joint tenant.

**SECTION 4.06. Voting at Meetings.**

**4.06.1: Voting Rights.** The voting rights of the members of the Association shall be as prescribed in these By-Laws, the Articles of Incorporation and the Declaration.

**4.06.2: Method of Voting.** A vote attributable to a unit in the Subdivision shall be cast as follows:

(a) If the Unit is owned by one person, the vote shall be cast by that one person.

(b) If the Unit is owned by more than one person, either as joint tenants or tenants in common, the vote attributable thereto shall be deemed properly cast if cast by any one of the tenants in the absence of any objection, or contrary vote, by any other of them. If two or more of them desire the vote to be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by a majority in number of the tenants. However, in the event of a dispute among multiple Owners wherein an equal division of fractional interest in one vote occurs, each Owner shall be entitled to cast his fractional vote.

(c) Only those votes cast by members in good standing will be included in a count of votes. A member is not in good standing so long as delinquent assessments or the delinquent payments of fines on that member's Unit remain unsatisfied.

**4.06.3: Proxies.** Any person who is entitled to vote at any meeting of the members of the Association may vote in person or by proxy executed in writing or by a duly authorized attorney in fact. No proxy shall be valid after twelve (12) months from the date of its execution or binding upon purchasers of property from the then grantor of the proxy.

**4.06.4: Order of Business.** At all meetings of the members, the order of business shall be as follows:

1. Election of a Chairman.
2. Appointment and report of a committee to determine if a quorum is present.
3. Presentation of proofs of the due calling of the meeting.
4. Reading, correction and approval of minutes of previous meeting.
5. Report of the Board of Directors, if an annual meeting
6. Report of Officers.
7. Report of Committees.
8. Election of Directors, if annual meeting.
9. Unfinished business.
10. New business.
11. Adjournment.

## **ARTICLE V. THE BOARD OF DIRECTORS**

**SECTION 5.01. Qualification and Election.** The affairs of the Association shall be managed by a Board of six (6) Directors, each of whom shall be a member of the Association. Each member of the First Board of Directors designed in the Articles of Incorporation shall serve until the first regular scheduled meeting. To maintain continuity within the board, no more than three of the newest board members can elect to remain on the board for a second term. In conjunction with the annual meeting, three (3) to six (6) board members will be elected as needed to fill the board. When the Board of Directors holds a vote, the President shall not vote unless there is a tie.

**SECTION 5.01.1. Acknowledgement of Service.** Upon conclusion of a two-year term on the Board of Directors, Member shall have their next annual assessment waived, providing they maintain ownership of the property for the year (full or partial) after their term is over. If the member sales their property in the year their assessment is waived, the new owner will be charged a prorated amount. This should be taken care of in the resale certificate. This change takes effect January 2025 for the 2024-2025 Board members.

**SECTION 5.02. Vacancies.** Any vacancy that shall occur in the Board of Directors by death, resignation or otherwise, shall be filled by a majority vote of the remaining Directors, and the Director so chosen shall serve until the next annual meeting of the members of the Association or until such time as his successor is chosen and elected by the members of the Association.

**SECTION 5.03. Annual Meeting.** The Board of Directors shall hold an annual meeting immediately after the annual meeting of the members of the Association for the purpose of

organization, election of officers, and taking action on any other business that property may be brought before the meeting.

**SECTION 5.04. Special Meeting.** Special meetings of the Board of Directors shall be called at any time by the President and shall be called on the written request of any one (1) Director.

**SECTION 5.05. Notice of Meetings.** A written or printed notice stating the place, day and hour of a special meeting shall be delivered or mailed by the Secretary of each Director at least (3) days before the date of the meeting. Notice of any meeting of Directors may be waived by any Director in a writing filed with the Secretary before the time of the meeting or by attendance in person.

**SECTION 5.06. Place.** All meetings of the Board of Directors of the Association shall be held at such place as may be specified in the respective notice or waivers of notice thereof.

**SECTION 5.07. Quorum.** A majority of the whole Board of Directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing Directors for a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except in the case of an amendment of the Articles of Incorporation or these By-Laws.

**SECTION 5.08. Power and Duties of Directors.**

**5.08.1: Powers:** The powers of the Board shall include, but not limited to, the following:

(a) The power to adopt and publish rules and regulations governing the use of those parts of the Subdivision that are or will be owned by or are otherwise under the control of the Association; and,

(b) The power to exercise for the Association all the powers and duties of the Association whose exercise is not reserved or committed to the membership of the Association by the By-Laws, the Articles of Incorporation or Declaration.

**5.08.2: Master Association.** The Board shall appoint, if need arises, from their own ranks, from the membership of the Association, or other interested individuals, Board members to a Master Association. Board Members of the Master Association shall serve at the pleasure of the Board of Directors of Hidden Point Subdivision Home Owners Association, Inc.

**5.08.3: Duties.** The duties of the Board of Directors shall include (but not be limited to) the duty to fix, at last thirty (3) days prior to the first day of April in each year, the amount of the

annual charge that is to be made against each member of the Association pursuant to the provision for such a charge that are contained in the Articles of Incorporation, the By-Laws and in the Declaration of the Subdivision, if any; the duty to carry out the management of the corporation and exercise all rights, powers and privileges bestowed upon it by the Charter, the Articles of Incorporation, the Declaration and these By-Laws.

**SECTION 5.09. Adoption of Rules and Regulations.** The Board of Directors shall adopt rules and regulations relating to the use and enjoyment of the streets, sewage system, if any, parks and any recreational area or facilities lies within the Subdivision that are owned by the Association, which rules shall include, but not be limited to, a schedule of fines for violation of speed limits established for the Subdivision.

**SECTION 5.10. Committees.** The Board of Directors may create such temporary and standing committees as it shall deem necessary and shall assign to each committee so created such duties as the Board of Directors shall consider proper for assignment to such committee. The Board of Directors shall choose committee members from the membership of the Association, and each such committee member shall serve at the pleasure of the Board of Directors.

**SECTION 5.11. Informal Action by Directors.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent of a majority of the Directors is filed with the minutes of the Board.

## **ARTICLE VI. THE OFFICERS OF THE ASSOCIATION**

**SECTION 6.01. Number.** The officers of the Association shall be a President, a Secretary and A treasurer, and in addition, the Directors may choose not more than two (2) Vice Presidents. Any person may hold two (2) offices at the same time, except the offices of President and Secretary. No officer except the President, need be a Director.

**SECTION 6.02. Election and Term of Office.** The officers shall be chose annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold his office until his successor shall have been chosen and qualified, or until his death, resignation or removal.

**SECTION 6.03. Removal.** Any officer may be removed, with cause, at any time, by a vote of not less than two thirds (2/3) of the Directors, at a special meeting of the Board of Directors called for the purpose of considering the removal. A Director against whom a charge for removal has been asserted may be represented at the hearing in the Special Meeting by counsel.

**SECTION 6.04. Vacancies.** Any vacancy in any office because of death, resignation or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the Board of Directors.

**SECTION 6.05. The President.** The President, who shall be chosen from the Directors, shall have active executive management of the operation of the Association, subject to the office of president and such other duties as, from time to time, may be assigned to him by the Board of Directors.

**SECTION 6.06. The Vice President.** A Vice President shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him. In the case of absence or inability of the President to act, a Vice President shall temporarily act in his place. In those situations where two Vice Presidents have been installed, the Vice President with seniority as a Vice President shall assume the responsibility of the presidency in the President's absence.

**SECTION 6.07. Secretary.** The Secretary shall keep, or cause to be kept, in a book that shall be provided for that purpose and shall remain in the Secretary's custody, the minutes of the meetings of the members of the Association and of the Board of Directors; shall at all times keep at the registered office of the Association a complete and accurate list of the names and addresses of all members of the Association; shall attend to the giving of all notice in accordance with the provisions of these By-Laws and as required by law; shall be the custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal have been properly authorized; and shall, in general perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the President.

**SECTION 6.08. Treasurer.** The Treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for that purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each member of the Association; shall have charge and custody of, and be responsible for, all funds of the Association and shall deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive and give receipts for monies due and payable to the Association from any source; shall disburse the funds of the Association in accordance with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Association; and shall, in general, perform all the duties incidental to the office

of Treasure and such other duties, as from time to time may be assigned to him by the Board of Directors or the President.

## **ARTICLE VII. CORPORATE BOOKS AND RECORDS**

**SECTION 7.01.** Place of Keeping, In General. Except as otherwise provided by the laws of the State of West Virginia or these By-Laws, the books and records of the Association may be kept as such place or places as the custodian thereof may select, but all of such books and records shall be open for the inspection by any member of the Association for proper purposes at any reasonable time.

## **ARTICLE VIII. EXECUTION OF CHECKS AND CONTRACTS**

**SECTION 8.01.** Execution of Checks. Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise ordered by the Board of Directors or required by law, be signed by any two of these officers of the Association: the President, the Vice President, or the Treasurer.

**SECTION 8.02.** Execution of Contracts. Every contract (in addition to those mentioned above) to which the Association is a party, shall be executed by its President or a Vice President and attested to by its Secretary.

## **ARTICLE IX. AMENDMENTS**

**SECTION 9.01.** In General. The power to add to, alter, or repeal (wholly or in part) these By-Laws is vested in the Board of Directors or the membership of the Association. The affirmative vote of three (3) Directors or sixty-seven (67%) of the membership of the Association shall be necessary to affect any addition to, or alteration, amendment, or repeal of these By-Laws.

**SECTION 9.02.** Clarification. Any reference to Hanalei in the Public Offering or the Declaration documents should be considered a scrivener error and should be replaced with Hidden Point.

**ARTICLE X.**  
**SUBDIVISION PROPERTY MANAGEMENT**  
**RULES AND REGULATIONS**

**SECTION 10.01.** In General. The following are rules and regulations have been adopted by the Board of Directors as permitted by Article V, Section B. (1). Terms not defined herein shall have the meanings set forth in the Declaration.

Noncompliance with any of the following rules will result in a written warning explaining the violation and date the violation should be resolved by. After that date, a fine beginning at \$50 (unless otherwise specified below) will be levied with an additional \$50 to be levied every thirty days thereafter until such time as the issue is resolved.

**SECTION 10.02.** Fences: The following are rules and regulations to be used by the Building Design and Landscaping Committee (“BDLC”) with respect to requests for the construction of fences:

Fences shall be permitted on a Unit of Hidden Point when the conditions set forth in Article IX of the Declaration (pages 28-47) have been satisfied and all of the following rules, regulations and any other concerns of the BDLC have been satisfied:

- (a) Prior to submitting application for a fence to the Building Design and Landscape Committee (BDLC), a survey of the property must be performed by a Professional Surveyor. The cost of the survey shall be paid for by the applicant. The property survey is to be submitted with the proposed plan for the fence.
- (b) Applicant is to contact Miss Utility to identify the location of underground utilities before the survey is prepared.
- (c) The design for the proposed fence shall be prepared on a scale drawing of the Unit indicating the location of the dwelling, any underground utilities, and the proposed location of the fence relative to the same and UNIT boundaries.
- (d) The design and color of the fence must be submitted by applicant and approved by the Building Design and Landscape Committee (BDLC) before construction shall commence. The BDLC shall provide a written response to the application within 30 days of submission.

- (e) Fences may be located in the backyard of the Unit only. Fences may not be toward the street frontage of a Unit beyond the rear corner of the home constructed on a Unit. Where a Unit adjoins a street on two (2) sides, the fence shall not extend toward the street beyond the side of the dwelling constructed on the Unit.
- (f) A fence may extend 1 foot from the side property lines. Where a unit adjoins a street on two (2) sides, the fence shall not extend toward the street beyond the side of the dwelling.
- (g) A fence shall not be less than forty-eight (48”) inches or exceed seventy-two (72”) in height.
- (h) All fencing styles, excluding wood and chain link fences, will be considered on a case-by-case basis. Fencing hardware shall be galvanized or stainless steel to prohibit rust.
- (i) All fences must have at least one hinged lockable gate not to exceed 5’ in width.
- (j) Installation of all fences shall be constructed in accordance with the fence manufacturer’s published instructions, if any, and any liability for failure to follow the instructions shall be the liability of the applicant.
- (k) Once constructed, the property owner shall periodically inspect, maintain, keep clean and free of mold or other foreign material, and effect repairs of the fence promptly.
- (l) The Building, Design and Landscape Committee reserve the right to inspect the fence.

**SECTION 10.03. Property Maintenance, Landscaping & Lawns, and Garbage:** The following are rules and regulations to be used by the Association with respect to determine whether an Owner is properly maintaining a Unit. The items stated below are an effort to maintain a clean and presentable level of decorum expected by the citizens of Hidden Point community.

**10.03.1: Property Maintenance**

- (a) Prolonged (over 30 days) storage of building materials on a unit is prohibited, but may be extended upon request.
- (b) Owners shall keep exterior lighting in operable condition. The streetlight shall provide dusk to dawn illumination and shall be maintained by the Unit Owner (Declaration, Section IX. The Units – Use, Transfer, and other restrictions and rights, Subsection C Building Design and Landscaping Committee,, Item 12).

- (c) Owners shall not park vehicles on the lawn except on a temporary short term basis. Continued parking on the grass, resulting in grass deterioration and dirt being tracked onto roadways, is not permitted.
- (d) Owners shall keep any drainage ditches located in an easement area open and unobstructed so that drainage of storm water is not interfered with.
- (e) Gutters and downspouts shall be regularly inspected and kept clean of debris to prevent them from overflowing.
- (f) Owners are encouraged to keep driveways and walkways clear of the accumulation of ice and snow. Snow shall not be pushed from the Units into the roadway. The use of calcium- chloride, rock salt is also not recommended due to the negative effects on concrete.
- (g) Holiday decorations shall be removed within 20 days of the holiday end, weather permitting, but under no circumstances shall they be displayed beyond 60 days following the end of the holiday.
- (h) Burning of grass clipping, trash or leaves is **not permitted** in the development.
- (i) Damage to Units resulting from but not limited to wind, fire, negligence, or other acts of God shall be repaired within 30 days upon settlement with the Owner's insurance company or upon written notification by the BDLC.
- (j) Fallen leaves shall be collected and disposed of properly.

**10.03.2: Landscaping & Lawns**

- (a) If the Unit is improved, grass shall be kept below five (5) inches in height.
- (b) If the Unit is un-improved and is located between improved Units, the ground cover (i.e. grass and weeds) shall be kept below twelve (12") in height.
- (c) If the Unit is un-improved, a five foot wide strip of the ground cover shall be maintained below twelve inches in height along the road and along the borders of any adjacent improved Unit.

- (d) The Owner shall prune trees, shrubs and plantings regularly to prohibit growth from impeding into roadways, onto walkways, onto other Units, and from blocking the vision of motorists.
- (e) Owners shall not plant trees or shrubs in proximity to roads or other structures that will create obstruction upon their maturity.
- (f) If a Unit has a fence, it shall be the responsibility of the fence owner to maintain the lawn on both sides of the fence and keep grass and weeds under control with regular mowing and trimming as provided for herein.
- (g) The planting of strip hedges along Unit boundaries is prohibited.
- (h) Owners shall keep lawns and landscaped areas alive and free of weeds. Remove dead plantings. Trees, bushes and plantings should be periodically trimmed to promote new growth and health.
- (i) Vegetable gardens shall not be planted in front yards and are subject to the same restriction relative to Unit boundaries as other improvements.

**10.03.3: Garbage**

- (a) Each Unit Owner is responsible for contracting with the local sanitation department for garbage removal. Proof must be provided when requested.
- (b) Each Unit shall have at least one garbage can with lid and use that when setting out garbage for the sanitation department pickup. Multiple garbage cans shall be utilized if the typical volume of weekly trash mandates that.
- (c) Containers and refuse may be placed within public view 24 hours before the day of regularly scheduled pick-up and shall be made at such place to provide handy access by the collecting agency.
- (d) Upon trash collection, the garbage can shall be removed from the street within 12 hours.
- (e) The house number shall be placed on the garbage can and lid.

**SECTION 10.04. Street Usage:** As defined in the Declaration of Common Interest Community for Hidden Point Subdivision, Article IX, Section B (16) under The Units –Use, Transfer, and Other Restrictions and Rights: **There shall be no street parking except occasional guests.** The design of our neighborhood streets and the close spacing between houses did not create enough curb space for on-street parking in our development. Therefore, all residents should park in their own garage or driveway with street parking reserved for special circumstances such as visiting guests or occasions where you are cleaning or moving items in and out of your garage/driveway. Please keep in mind that these special circumstances should occur on a *limited* basis and that street parking restrictions refer to *both* daytime and overnight parking. Having too many cars to fit in your driveway/garage is not a valid reason for street parking.

The 2015 HOA Board has signed a contract with Summer’s Towing of Morgantown for the towing of vehicles in violation of the parking policy. This contract stipulates that Summer’s Towing will ONLY tow vehicles AT THE REQUEST of the HOA Board. Each home will receive one warning of the violation. If residents fail to comply following the warning, vehicle(s) may then be towed.

It is important to note that these parking restrictions do not just apply to personal vehicles. As defined in Article IX, Section B. (11): **No trailer, camper, mobile home, commercial vehicle, truck (other than standard size pickup or van), boat... or similar equipment shall be permitted to remain within the Planned Community, other than temporarily, unless maintained within an enclosed garage. The Declarant or Association shall have the right to have any vehicles in violation of this restriction removed from the property at the owner’s expense.**

**SECTION 10.05. Pet Control:** As defined in the Declaration of Common Interest Community for Hidden Point Subdivision, Article IX, Section B (12) under The Units –Use, Transfer, and Other Restrictions and Rights: **No animals, livestock, reptiles, or insects shall be raised, bred, or kept within the Planned Community. However, usual and ordinary household pets such as dogs, cats, birds, etc. may be kept within the Planned Community subject to such rules and regulations as may be adopted by the Declarant or Association, so long as they are not kept or bred for commercial purposes. Notwithstanding the foregoing, Pit Bulls and Rottweilers are excluded from the Planned Community. Notwithstanding the foregoing no pets may be kept permanently outside. No pets may be kept in any manner which is obnoxious or annoying to others within the Planned Community. All pets must be kept within the owner's Unit at all times, unless leashed. Any unleashed pets may be removed at the expense of the owner. Pets or domestic animals may not be maintained or kept outside of a dwelling Unit.**

Monongalia County also has a passed “Dogs Running at Large” Ordinance which addresses (1) Dogs Running at Large (leash rules) (2) Trespassing Upon or Damaging Property of Another, (3) Impoundment, (4) Enforcement, and (5) Penalty and Enforcement.

The following are considered violations:

- (a) Dogs not on leash outside the owner's property.
- (b) Dogs using property other than their owners as a bathroom and owners not cleaning up after their dogs.
- (c) Dogs being tied outside their residence and/or annoying neighbors by barking for extended periods of time.
- (d) Dogs damaging another's property.

**SECTION 10.6. Renting your home:** No unit, or portion thereof, shall be rented by the owners thereof for transient purposes, which shall be defined as a rental for any periods less than 30 days for the period of 8/1/2025 through 12/31/2025 and any period less than 1 year after 12/31/2025. Otherwise, Unit owners shall have the absolute right to lease same provided that said lease is made submit to the covenants, restrictions, easements, restraints, right-of-way, liens and charges contains in Hidden Point Declaration and further subject to all Regulations adopted by the Association Board. If you do rent your home, it is your responsibility to:

- (a) Ensure rental is for single family residential purposes; thus ensuring that no trade or business is conducted therein. Using the rental address as a business address is permitted provided that the business is performed elsewhere.
- (b) Unit owner must obtain Landlord Liability Coverage requiring \$300,000 liability coverage, in addition to established homeowners' insurance policy.
- (c) Renters must purchase renters insurance requiring \$300,000 liability coverage.
- (d) Provide a copy of the lease agreement and proof of the three insurances to the HOA Board within ten (10) days after the execution.
- (e) Notify the HOA board of any changes in your contact information including email address, mailing address and phone number(s).
- (f) Notify the HOA board of the contact information (names, email addresses, and phone numbers) of the person(s) renting your home.
- (g) Notify the HOA board of when renter information changes.

(h) Notify your renters of the HOA rules. This includes but not limited to:

1. Street Parking
2. Lawn Maintenance
3. Banned dogs – Pit Bulls and Rottweilers
4. Firework ban

(i) Maintain grass below five (5) inches in height while the house is unoccupied. As a courtesy to the new renters, it is recommended that the lawn be mowed before they move in.

(j) When a renter disregards the HOA rules or you disregard your responsibilities as the homeowner, the owner may be fined.

**SECTION 10.7. Fireworks:** Fireworks are banned from usage within the development even though the state of West Virginia state code permits the sale of fireworks. This by-law is for the safety and peace of the homeowners, residents, and pets in the Hidden Point Subdivision. The HOA board felt it had several good reasons to pass this and include them within the by-laws: (1) prevent property damage and fires and (2) maintain the neighborhood peace.

The definition of fireworks includes “any combustible or explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation.” This includes blank cartridges, toy pistols, toy cannons or toy guns in which explosives are used, floating lanterns, firecrackers, torpedoes, skyrockets, roman candles, daygo bombs or other fireworks of the like construction and any fireworks containing any explosive or flammable compound or any tablets or other device containing any explosive substance.

Sparklers and novelties are not considered fireworks which include these: explosive caps designed to be fired in toy pistols that the explosive mixture of the caps show not exceed twenty-five hundredths of a grain for each cap; snake and glow worms; smoke devices consisting of a tub or sphere containing a pyrotechnic mixture that produces white or colored smoke; trick noisemakers such as a party popper, a string popper, a snapper or drop pop and wire sparklers; and other sparkling devices that emit showers of sparks and sometimes a whistling or crackling effect when burning, do not detonate or explode, are hand-held or ground based and cannot propel themselves through the air.

Each home in violation of this ban will be fined \$250 with no warning. If a renter of the home violates this by-law, the homeowner will be held responsible for the fine.

**SECTION 10.08. New Construction:** The Declaration of Common Interest Community for Hidden Point Subdivision, Article IX, Section B defines the Use and Occupancy Restriction imposed upon Units in the CIC. In addition to those restrictions, the following restrictions have also been imposed.

- (a) The minimum livable footage for a new build is 1100 square feet.
- (b) Any new build must include at a minimum a one stall garage.
- (c) Any damage done to existing homes and/or land due to new construction is the responsibility of the builder to work with the homeowner and repair the damage back to their original condition. A minimum of three quotes must be obtained to fix damage.
- (d) Any damage done to the community roads due to new construction is the responsibility of the builder to work with the HOA and repair the damage back to their original condition. A minimum of three quotes must be obtained to fix damage.
- (e) Any new construction must be completed within 8 months of groundbreaking. (Article IX, Section B, #3)
- (f) All plans need to be approved by the Building Design and Landscaping Committee to ensure the new dwelling will meet community standards. (Article IX, Section B, #3)
- (g) No residence shall be occupied until the same has been substantially completed. (Article IX, Section B, #4)
- (h) All structures and improvements constructed or placed on any Unit shall be built of new material or approved reconditioned material. (Article IX, Section B, #5)
- (i) All structure placement shall not be located nearer than twenty (20) feet to the front, nearer than ten (10) feet to the rear line, or nearer than five (5) feet to an interior or side Unit line. (Article IX, Section B, #6)
- (j) No structure shall be constructed or occupied and used for other than single family residential purposes and no trade or business shall be conducted therein. (Article IX, Section B, #7)
- (k) No owner shall be permitted to install or use window air conditioning units. (Article IX, Section B, #19)

- (l) All areas of a Unit exposed by construction must be seeded, stabilized or otherwise protected against soil erosion at all times and in accordance with the rules and regulations of the West Virginia Department of Environmental Protection, or its successor. The Unit shall be returned to grade and all landscaping shall be completed before occupancy and within thirty (30) days of the completion of construction unless waived by the Building Design and Landscaping Committee, based upon inclement weather or other extenuating circumstances. (Article IX, Section B, #20)
- (m) Each Unit Owner shall maintain at all times a comprehensive insurance policy insuring his Unit and the improvements thereon against the risk of loss due to fire, casualty or other disaster in an amount equal to at least ninety per cent (90%) of the purchase price of the lot and improvements. In the case of fire, casualty or other disaster, each Owner covenants, at the minimum, to apply all insurance proceeds to the extent necessary to return the Unit to grade. If the Unit Owner chooses to reconstruct, the Owner shall restore all buildings and landscaping to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Each Owner covenants and agrees to carry a policy of liability insurance and to name therein the Association as an insured party. (Article IX, Section B, #21)
- (n) All construction sites must be kept neat, clean and free of any scattered debris and trash every day throughout the construction process. No trash or scrap piles are permitted to be in front of or along the side of any Unit where visible from any street within the development. However, such accumulations in small quantities may be kept towards the rear of the Unit or in a location upon the Unit as designated by the Declarant or the Building Design and Landscaping Committee. It shall be the responsibility of the Unit Owner to ensure that construction sites and Units are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials and the like are kept in a neat and orderly manner. (Article IX, Section B, #23)
- (o) During construction, all Unit lines must be aggressively protected by ditching, bales of straw, silt fence or other acceptable means to prevent silt, dirt or mud from washing onto adjoining lots and more particularly into the storm sewers or roadways. Any areas where the natural vegetation has been removed must be seeded and strawed immediately to prevent erosion of the soil. (Article IX, Section B, #24)
- (p) No modular housing shall be permitted within the CIC. (Article IX, Section B, #25)
- (q) All construction work within the CIC shall be done between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. (modified Article IX, Section B, #26).

- (r) All disturbed soil areas shall be protected from eroding and shall be reseeded within a reasonable time, not to exceed two months.
- (s) All homes in the Planned Community must have a minimum roof pitch of 8/12. (Article IX, Section B, #27)
- (t) All exposed foundations must be a minimum of split faced block or covered with stone, brick or other exterior finish material acceptable to the Building Design and Landscaping Committee. (Article IX, Section B, #29)