

Given under my hand and the Great Seal of the said State at the City of Charleston,
this THIRTIETH day of JANUARY, 1976.

(GREAT SEAL)

James R. McCartney
Secretary of State

ARTICLES OF INCORPORATION
OF
TUSCAWILLA HILLS CITIZENS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 31, Article 1, Section 1, et seq. of the Code of West Virginia, 1931, as amended, the undersigned, all of whom are residents and/or lot owners, of the Tuscowilla Hills Subdivision and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-stock corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is TUSCAWILLA HILLS CITIZENS' ASSOCIATION, INC., hereinafter called "The Association".

ARTICLE II

OBJECTS, PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit, direct or indirect, incidental or otherwise, to the members thereof, and the specific purposes for which it is formed are as follows:

1. To establish a non-stock corporation to promote the general welfare of the property owners of the Tuscowilla Hills Subdivision.
2. To develop a community designed for safe, healthful and harmonious living.
3. To promote the collective and individual property and civic interest and rights of all persons, firms, and corporations owning property in Tuscowilla Hills Subdivision.
4. To care for the improvements and maintenance of the community center, gateways, public easements, roads, parkways, grass plots, parking areas, and any facilities of any kind dedicated to the community use and other open spaces and other ornamental features of the above described subdivision, which now exist or which may hereafter be installed or constructed therein.
5. To cooperate with the owners of all vacant and unimproved lots and plots now existing or that hereafter shall exist in the tract in keeping them in good order and condition, in preventing them from becoming a nuisance and a detriment to the beauty of the tract and the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots and plots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
6. To aid and cooperate with the members of this corporation and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on the appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the corporation, and to the counsel with the Jefferson County Planning Commission having jurisdiction in relation to any zoning that may affect any portion of the subject property.

7. In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portion of Tuscowilla Hills Subdivision and their property interest therein.

8. To acquire, own, or lease such real estate and personal property as may be necessary of convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

9. To arrange social and recreational functions for its members.

10. To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.

11. This Association shall not engage in political activity or pursue political purposes of any kind or character.

12. To fix, levy, collect and enforce payments by any lawful means, all charges or assessments pursuant to the terms of the covenants of record or as hereinafter provided; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

13. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

14. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

15. To dedicate, seal or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

16. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area.

17. To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Non-Stock Corporation Law of the State of West Virginia by law may now or hereafter have or exercise.

18. To promote and develop the common good and social welfare of residents of the Tuscowilla Hills Subdivision developed by the Shenandoah Development Corporation, or by any of its subsidiaries or affiliates on all or a portion of lands in Jefferson County, West Virginia, more particularly described according to surveys and plats which are listed on the attached SCHEDULE OF PLATS, and all additional platted areas adjacent to any of the foregoing tracts as and when plats of these additional areas become recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia.

19. Notice and Quorum for any Action Authorized under Sections 8, 14, 15 & 16.
Written notice of any meeting called for the purpose of taking any action authorized under Section 8, 14, 15, & 16 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of

proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

ARTICLE IV

The address of the principal office of the Association is P. O. Box 608, Charles Town, West Virginia, 25414. The name and address of the person to whom shall be sent notice or process is Robert R. Skinner whose address is P. O. Box 249, Charles Town, West Virginia, 25414.

ARTICLE V

The names and addresses of the incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
1. Robert R. Skinner	P. O. Box 249 Charles Town, West Virginia 25414
2. Richard O. Crooke	Rt. 1, Box 263-T10 Tuscawilla Hills Charles Town, West Virginia 25414
3. Glenn E. Hildebrand	Rt. 1, Box 263-T17 Tuscawilla Hills Charles Town, West Virginia 25414
4. Howard Whitmore	Rt. 1, Box 263-R6 Tuscawilla Hills Charles Town, West Virginia 25414
5. A. G. Hooper, Jr.	P. O. Box 608 Charles Town, West Virginia 25414

ARTICLE VI

MEMBERSHIP

Except as hereinafter provided, each person or entity who is a record owner of a fee or undivided interest in any lot or living unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of The Association. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit who is not subject by covenants of record to assessment by the Association, but who became or become owners of lots or living units with the Tuscawilla Hills Subdivision not subject by covenants of record to assessment by the Association, may be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. For purposes of determining membership, such ownership will be deemed to have vested upon delivery and recordation of duly executed deed to the Grantees.

The Association shall have one class of voting membership. All owners with the exception of the Developer shall be entitled to one vote for each lot or living unit owned. When more than one person holds an interest in any lot or living unit, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or living unit.

The Developer shall be entitled to one (1) vote regardless of the number of lots owned by the Developer.

The membership rights (including voting rights) of any member may be suspended by action of the Board of Directors if such member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation of the Board regarding the use of any property or conduct with respect thereto, or covenants, conditions, restrictions and reservations of record.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Five (5) Directors which shall constitute the governing body of the Association. The number of Directors may be changed by amendment of the By-Laws if The Association. The names and addresses of the persons who are to act in the capacity of directors until the first annual meeting are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert A. Skinner	P. O. Box 249 Charles Town, W. Va. 25414
Richard O. Crooke	Rt. 1, Box 263-T10 Tuscawilla Hills Charles Town, W. Va. 25414
Glenn E. Hildebrand	Rt. 1, Box 263-T17 Tuscawilla Hills Charles Town, W. Va. 25414
Howard Whitmore	Rt. 1, Box 263-R6 Tuscawilla Hills Charles Town, W. Va. 25414
A. G. Hooper, Jr.	P. O. Box 608 Charles Town, W. Va. 25414

A majority of the directors shall constitute a quorum for the transaction of business; the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

At each annual meeting, the members of The Association shall elect for directors, who shall serve until the next annual meeting. The fifth director shall be the president of Shenandoah Development Corporation. No director, except the president of Shenandoah Development Corporation, shall serve more than two (2) consecutive terms.

ARTICLE VIII

ASSESSMENTS

1. Personal Obligations of Assessments. Each owner of any lot by either voluntarily becoming a member of the Association or by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, such assessments to be established and collected as hereinafter provided. Each assessment shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by The Association shall be used primarily for the management of the Association.

3. Maximum-Annual Assessment. For the first full calendar year of the Association's existence, the maximum annual assessment shall be twenty dollars (\$20.00) per lot (Maximum).

(a) From and after January 1 of the year immediately following the first full calendar year of the Association's existence, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, of the year immediately following the first full calendar year of the Association's existence, the maximum assessment may be increased above 3% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Notice and Quorum for any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis; provided, however, notwithstanding anything to the contrary herein, the Developer shall be obligated to pay the annual and special assessment on one lot only, regardless of the number of lots owned by the Developer.

6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) day in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified lot have been paid.

ARTICLE IX

PROPERTY RIGHTS

1. Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area;

(b) The right of The Association to suspend the voting rights and right to sue the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its of its published rules and regulations;

(c) The right of The Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless such dedication or transfer shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose agreeing to such dedication, sale, or transfer.

2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests, or contract purchasers who reside on the property.

ARTICLE X

GENERAL PROVISIONS

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

2. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose, and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of West Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of October, 1975.

WITNESS the following signatures and seals:

Robert R. Skinner
Richard O. Crooke
Glenn E. Hildebrand
H. C. Whitmore
A. G. Hooper, Jr.
Incorporators

WITNESS AS TO ALL:
Shirley F. Utz

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to wit:

I, Shirley F. Utz, a Notary Public of said County, do hereby certify that Robert R. Skinner, Richard O. Crooke, Glenn E. Hildebrand, Edward C. Whitmore, and A. G. Hooper, Jr., whose names are signed to the writing above, bearing date the 20th day of October, 1975, have this day acknowledged the same before me in my said County.

Given under my hand and seal this 20th day of October, 1975.

Shirley F. Utz
Notary Public

My Commission Expires:
October 1, 1983.

Prepared By: Peter L. Chakmakian, Atty.
Box 547, Charles Town, W. Va.

STATE OF WEST VIRGINIA, COUNTY OF JEFFERSON: SS.

IN THE CLERK'S OFFICE OF COUNTY COMMISSION:

FEBRUARY 4th, 1976

This Certificate of Incorporation from State of West Virginia to Tuscawilla Hills Citizens' Association, Incorporated, was produced in this office and duly admitted to record.

Test: John E. Ott
Clerk of said Commission

By: Frances M. Banks
Deputy

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THE STATE OF WEST VIRGINIA

TO: CERTIFICATE OF INCORPORATION OF

UNION ALLEY INN, INC.

STATE OF WEST VIRGINIA

CERTIFICATE

I, James R. McCartney, Secretary of State of the State of West Virginia, hereby certify that pursuant to the provisions of Section 28, Article 1, Chapter 31 of the Code of

Dr. P. L. Chakmakian 2/4/76