

Prepared by Steven M. Prunty
Reeder and Shuman
256 High Street
Morgantown, WV 26505

Index Each Under Grantor & Grantee:

WoodRidge Property Owners Association, Inc.

WoodRidge Community

WoodRidge Subdivision

WoodRidge

FIRST AMENDMENT TO DECLARATION

For

**Woodridge Community also known as Woodridge Subdivision
a limited expense liability planned community
form of common interest community situated in
Grant District of Preston County, West Virginia**

This First Amendment to Declaration is made this 15th day of September 2022, by WoodRidge Property Owners Association, Inc., a West Virginia non-profit corporation, and also the Owners of eighty (80%) per cent of the Units comprising the residential subdivision known as WoodRidge Community, WoodRidge Subdivision or WoodRidge, as set forth on **Exhibit A** to this instrument.

RECITALS

WITNESSETH: Association and the requisite majority of Units hereby amend, revise and restate the Original Declaration as set forth herein.

1. Definitions:

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

1.2 “**Allocated Interest**” means each Unit’s membership share of Association voting rights and Common Expenses as calculated by the Formula as set forth on **Exhibit C**.

1.3 "**Association**" means WoodRidge Property Owners Association, Inc., a West Virginia non-profit corporation, whose membership is comprised exclusively of all Owners of all Units in WoodRidge, together with any successor entities organized or reorganized for the same purpose with the same membership restriction.

1.4 "**Bylaws**" means the Bylaws of the Association as the same may be amended from time to time, including the 2022 Bylaw Amendment adopted by **Exhibit A**.

1.5 "**Board**" means the Board of Directors of the Association.

1.6 "**CIC**" means, the Planned Community form of Common Interest Community known as WoodRidge, WoodRidge Community and WoodRidge Subdivision.

1.7 "**Clerk's Office**" means the Office of the Clerk of the County Commission of Preston County, West Virginia.

1.8 "**Common Element**" means any Real Estate within the perimeter of WoodRidge that is owned by the Association but is not a Unit. The Original Declaration utilizes the term "Common Area" for Common Elements. The Association owns two (2) varieties of Real Estate in WoodRidge, namely Fee Common Elements and Easement Common Elements.

1.9 "**Common Element Deed**" means that certain May 13, 2005, and recorded in the Clerk's Office in Deed Book 657 at Page 457 whereby Declarant conveyed to Association the Fee Common Elements described therein to include the "subdivision road and all other common areas" shown on the Plat.

1.10 "**Common Expense**" means expenditures made by, or financial liabilities of, the association.

1.11 "**Common Expense Liability**" means, with regard to each Unit, the Unit's respective Allocated Interest share of the Association's Common Expenses.

1.12 "**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 non-Unit Real Estate described in a Declaration. WoodRidge is a Common Interest Community because each Unit is charged with a share of the expenses of the Common Elements.

1.13 "**Declarant**" means Appalachian Land Services, Inc.

1.14 "**Declaration**" means any instrument or instruments that create a Common Interest Community together with the amendments to those instruments. In Woodridge, the Declaration is the Original Declaration as modified by this First Amendment and all subsequent amendments to the same.

1.15 "**Easement Common Element**" means non-exclusive easements reserved to Association by Paragraph 2.02 of the Original Declaration as measured twenty (20) feet from the front boundary of each

Unit, and fifteen (15) feet along each other boundary of each Unit. Easement Common Elements were reserved for limited and specific uses as set forth below.

1.16 “Entry Easement” means a non-exclusive third-party right-of-way or easement described in Deed Book 672 at Page 587 to use approximately 515 feet of the Fee Common Element for ingress, egress and regress between Handlen Road and Parcel C. The owner(s) of Parcel C are contractually and perpetually obligated by Deed Book 672 at Page 587 to pay an annual fee to WoodRidge for maintenance of Entry Easement portion of the Fee Common Element which said contractual obligation by deed reduces the Association’s Common Expenses rather than being an assessed Allocated Interest share of the Common Expenses.

1.17 “Fee Common Element” means Real Estate within the perimeter of the CIC that is not a Unit.

1.18 “Formula” means the mathematical formula for determining each Unit’s Allocated Interest share of Association voting rights and Common Expenses. The Formula is that each Unit’s Allocated Interest is equal to a fraction wherein the numerator is one (1) representing a Unit and the denominator is the total number of Units. Because there are 36 Units at the time of this First Amendment, each Unit’s Allocated Interest is 1/36 of the Association’s votes, and 1/36 of the Association’s Common Expenses. If the total number of Units changes, Allocated Interests will change by the Formula.

1.19 “Governing Documents” means the Declaration, Articles of Incorporation of Association, Bylaws of the Association, and rules and regulations of Association.

1.20 “Limited Expense Liability Planned Community” means a Planned Community defined in Section 1-203 of the Act wherein the Declaration provides that the annual average Common Expense Liability of all Units restricted to Residential Purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed three hundred dollars as adjusted pursuant to Act Section 1-114. WoodRidge is a Limited Expense Liability Planned Community because Paragraph 2.06 of the Original Declaration limits the Association’s annual assessments to the amount specified in Section 1-203(2) of the Act. As a result, WoodRidge is subject to only Sections 1-105, 1-106, 1-107, 1-114, and 1-203(2) of the Act, including the terms defined by the Act that are utilized in those Sections. Limited Expense Liability provisions of the Act applicable to WoodRidge are explained on

1.21 “Lot” means a Unit. The term “Lot” is utilized on the Plat to designate the boundaries and unique identifying number of each Unit.

1.22 “Member” means: (a) in the context of the Association all Persons who are Owners of one Unit with all Association Members being all Owners of all Units on the basis of one (1) equal membership per Unit; and (b) in the context of the Board, each person elected to the Board is a Board Member.

1.23 “Officer” means: the required officers of the Association pursuant to WV Code § 31E-8-840, as described in Section 6.01 of the Bylaws and appointed by the Board pursuant to Paragraph 9.11 of this Declaration.

1.24 **“Original Declaration”** means that certain Declaration made by Declarant, February 6, 2002, and recorded in the County Clerk’s Office on March 13, 2003 in Deed Book 638 at Page 146.

1.25 **“Owner”** and **“Unit Owner”** mean any Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation, or a tenant or lessee of a Unit.

1.26 **“Parcel C”** means a 3.00-acre parcel described in Deed Book 671 at Page 286, that is outside the perimeter of the CIC, is not a Unit, has no Allocated Interest, but is shown on the Plat to be immediately north of and contiguous to the Fee Common Element entrance to WoodRidge. Parcel C is only referenced in this Declaration because Association granted the Entrance Easement to the owners of Parcel C in exchange for annual payments of a share of the maintenance costs of the entrance road.

1.27 **“Person”** means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity. In the case of a trust, the corpus of which is real estate, however, "person" means the beneficiary of the trust rather than the trust or the trustee.

1.28 **“Planned Community”** means a Common Interest Community that is not a cooperative or condominium. WoodRidge is a Planned Community because the Unit Owners own the Units and the Association owns the Common Elements.

1.29 **“Plat”** means that certain Plan of Subdivision Made For Woodridge by Stanley J. Thomas, LS 1975, of Western Maryland Associates, dated March 4, 2003, recorded in the Clerk’s Office in Map Cabinet 2, Envelope 113B and attached hereto as **Exhibit B**.

1.30 **“Real Estate”** means any leasehold, easement, 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.

1.31 **“Residential Purposes”** means use for dwelling or recreational purposes, or both.

1.32 **“Unit”** means a physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described in the Declaration or on a Plat. In WoodRidge the Plat is incorporated into the Declaration by reference and Units are labelled “Lots” on the Plat.

1.33 **“Unit Deeds”** means the various sundry deeds whereby Declarant initially conveyed each of the Units to third-parties. At the time of this First Amendment, Declarant does not own any Unit in WoodRidge.

1.34 **“WoodRidge”** means the CIC.

2 **History.**

2.1 Declarant created the CIC on March 13, 2003, by recording the Original Declaration and Plat in the County Clerk’s Office to privately dedicate certain Declarant owned Real Estate situated in the

Grant District of Preston County, West Virginia, as Limited Expense Liability Planned Community form of Common Interest Community called "WoodRidge Community" in the Original Declaration and "WoodRidge Subdivision" on the Plat. The Original Declaration incorporated the Plat by reference.

2.2 The Plat defines the surveyed perimeter of the CIC to enclose and include 184, more or less, acres of Real Estate owned by Declarant in 2003. The 184, more or less, acres comprising the CIC is divided entirely into Units and Common Elements. Declarant conveyed all of the Units to third-parties after making the Original Declaration, and Declarant conveyed the Common Elements to Association by the 2005 Common Element Deed.

2.3 The Original Declaration required all Owners of all Units to be Members of the Association which was originally designated "WoodRidge Property Owners Association", an unincorporated association. In 2019 the Association was converted from an unincorporated association to a West Virginia non-profit corporation.

2.4 The Original Declaration references the Act and designates WoodRidge as a planned community, however, Paragraph 2.06 of that instrument specifically incorporates a precise provision of the Act that makes WoodRidge a Limited Expense Liability Planned Community form of Common Interest Community.

2.5 Paragraph 5.03 of the Original Declaration permits amendments to that instrument with the authorization or consent of Owners of a requisite 80% majority of the Units and this First Amendment is made by Association and the Owners of that requisite majority for the purposes of amending the Declaration to conform to: (a) the Plat, (b) deeds whereby Declarant sold Units; (c) the Common Element Deed; and (d) provisions and definitions of the Act made applicable to WoodRidge by Paragraph 2.06 of the Original Declaration.

2.6 This First Amendment is made simultaneously with an amendment to the Bylaws to reflect and address: (a) the correct classification of the CIC under the Act; (b) inconsistencies and omissions relating to names, Real Estate descriptions, and recording information; (c) events occurring after the Original Declaration; and (d) the current needs of the Unit Owners.

3. **CIC Name and Form.** The name of the CIC is hereafter "WoodRidge" notwithstanding any name variations on the Plat, in the Original Declaration, in the 2005 Deed, or Unit Deeds. Woodridge is a Planned Community form of Limited Expense Liability Common Interest Community ("CIC") pursuant to Section 1-203(2) of the Act.

4. **Name of Association.** WoodRidge Property Owners Association, Inc. a West Virginia non-profit corporation is the incorporated unit owners association for WoodRidge and for all purposes the successor to the unincorporated association identified in the Original Declaration notwithstanding any name variations on the Plat, in the Original Declaration, in the 2005 Deed, or Unit Deeds.

5. **Real Estate Comprising WoodRidge.** The Real Estate comprising WoodRidge is the 184 more or less acres within the perimeter defined on the **Exhibit B** Plat. Parcels designated A, B, C, D and E on the Plat are outside the perimeter of WoodRidge and not included in the CIC.

6. **Units.** The Units comprising WoodRidge are the "Lots" numbered 1 through 36, inclusive defined by the **Exhibit B** Plat. Parcel C is not a Unit.

7. **Common Elements.**

7.1 **Fee Common Elements.** The Fee Common Elements of WoodRidge are an unlabeled strip of fee Real Estate depicted on the **Exhibit B** Plat to extend from West Virginia County Route 5/6 commonly known as Handlen Road, in a westerly direction to all Units. The Common Element splits into two (2) branches between Units 5, 25 and 32 and extends therefrom in both northerly and southerly directions to cul-de-sacs. The Common Element is approximately fifty (50) feet from Handlen Road to each cul-de-sac and is the location of private CIC streets named Woodridge Drive, North Appalachian Drive, and South Appalachian Drive.

7.2 **Easement Common Elements.** The Easement Common Elements are non-exclusive easements reserved in Paragraphs 2.02 limited to the rights "install, construct, maintain, repair, or replace utilities and drainage facilities including poles, wires, pipes, and lines, over ground and underground, over, under and along the front twenty feet (20') of each [Unit] and within fifteen feet (15') feet of any sideline or back line of each [Unit]. Any party disturbing the surface of a Unit by the exercise of the foregoing easement rights shall reasonably restore the disturbed surface of the Unit to grade and cause the same to be stabilized by seed and straw within a reasonable time period after conclusion of construction.

7.3 **Common Element Easement Rights.** Paragraphs 2.02 and Article VIII subpart 2 of the Original Declaration permit the Association, acting by and through its Board, to grant easements through Fee Common Elements and permit the Board to authorize third-parties to use Easement Common Elements for utility purposes.

7.4 **Notice of Preston County Assessor.** The CIC is a Limited Expense Liability Planned Community form of Common Interest Community pursuant to Section 1-203(2) of the Act which makes WoodRidge subject to Section 1-105 of the Act. Pursuant to Section 1-105(b)(2) of the Act, **no separate tax or assessment may be rendered against any Common Element** in WoodRidge because those Common Elements are not subject to Development Rights on the basis that they are already Common Elements added to the CIC, and as such cannot be withdrawn, or converted to Units. **Each Fee Common Element must be listed on the Land Books as in the name of the Association.**

8. **Unit Access.** Access to each Unit from Handlen Road is by the Fee Common Element road surfaces of Woodridge Drive, North Appalachian Drive, and South Appalachian Drive within the Common Elements owned by Association. Unit Access arises by virtue of Association membership and is subject to reasonable regulation by the Association but may not be suspended to deny any Unit access.

9. **Association.**

9.1 **Composition.** The Association is a non-stock non-profit West Virginia corporation and its Membership is comprised exclusively of all Owners of all Units on a democratic basis wherein the title to each Unit includes one (1) Membership in the Association and all Units are equal in Membership without regard to size, location, improvement(s), occupancy status, or number of Owners. Association Membership runs with the land, transfers with the Unit, and may not be voluntarily or involuntarily severed from the Unit except if the Unit is removed from the CIC.

9.2 **Association Membership.** Each Unit includes an equal Membership in the Association that is inalienable from the Unit and transfers with the Unit by deed or other instrument of conveyance whether mentioned in the instrument or not. Each Membership is a share of Association voting rights and Association Common Expenses, both of which are the Allocated Interest of the Units as determined by the Formula. In the event that the total number of Units should change, the Allocated Interests of all Units will recalculate by application the Formula.

9.3 **Board.** The Association shall at all times have at least a three (3) member Board and the Bylaws may provide for any greater number of Board members so long as: (a) the total number of Board positions is an odd number (i.e. not divisible by two); (b) all Persons serving as Board members are Unit Owners; and (c) no two Persons are serving as Board members when their sole qualification is ownership of a single Unit. Board Members shall be elected at the Annual Meeting and for the express purposes assuring continuity and stability of the Association, Board Members shall serve two (2) year staggered terms.

9.4 **Board Powers.** The Board is generally authorized to conduct all business of the Association and exercise all Paragraph 9.10 Association Powers, except that the Board may not: (a) change their own terms of office, (b) determine qualifications for Board membership (however, the Board may appoint persons to fill vacancies on the Board until the next Annual Meeting of the Membership), (c) amend the Declaration except by authorization of or approved by a requisite majority of the Units; (d) pass budgets or make budget assessments without the approval of Units (Paragraph 10); (e) convey a fee interest in a Fee Common Element or encumber a Fee Common Element with a foreclosable security instrument except by authorization of or approved by a requisite majority of the Units, provided, however, that the Board may grant non-exclusive easements through Fee Common Elements that do not divest the Units of the benefit of the Fee Common Element and the Board may grant licenses or approvals permitting utility providers to utilize Easement Common Elements for their intended purpose; or (f) terminate the CIC. The Board, is, however, authorized to execute, acknowledge and deliver amendments and other instruments requiring Unit approval under subparts 9.3 (d), (e) and (f) if duly authorized by the requisite majority of Units for such purposes.

9.5 **Maintenance Purpose.** The Association owns the Common Elements. The Fee Common Elements are the location of the private subdivision roads named Woodridge Drive, North Appalachian Drive, and South Appalachian Drive that provide access to the Units from public roads of the State of West Virginia. The Association was organized for the primary purpose of maintaining the named private subdivision roads in a condition suitable for use in accessing all Units. Provided, however, that the Association is not required to maintain any Unit driveway that extends from the Unit across the Common

Element to the private subdivision roads or any other improvement made by a Unit Owner. The Association also owns Easement Common Elements within the perimeter of Units for utility purposes. The Association shall also maintain any Association owned utility improvement within an Easement Common Element but Association is not required to maintain any public utility improvement or third-party private utility improvement such as Unit distribution lines within the Easement Common Elements.

9.6 Maintenance Duties. At common law, the sale of a lot by deed making reference to a plat that shows both lots and streets creates an easement appurtenant to the lot by private dedication for the Unit to use the streets. Also at common law, the duty to maintain the easement, maintenance costs of the easement, control of the easement, and maintenance liability of the easement, is on each lot owner and collectively all lot owners who share the easement. In WoodRidge, all Common Elements are owned by the Association, Units are entitled to use the Common Elements because the Unit Owners are members of the Association, and the maintenance duties, and maintenance liabilities, of the Common Elements are transferred from all Units to the Association, together with the right to regulate the use of the Common Elements. In furtherance thereof, the Declaration transfers to Association, and each Unit Owner hereby transfers, sets, over, grants, conveys and transfers to the Association, all duties, liabilities and direct regulation and control of the Common Elements. Each Unit reserves and retains, a right to use the Common Elements subject to regulation by the Association, and also an equal Allocated Interest share of Association control via voting rights and Association Common Expenses via Association Assessments, all as calculated by the Formula. (a) the exclusive duty to maintain the Common Elements and Association owned Common Element improvements and all liability flowing therefrom; and (b) the duty to maintain premises liability insurance on the Common Elements and Common Element improvements owned by it, and the use thereof appurtenant to the Units. Association accepts the foregoing transfers for and in consideration of a covenant by the Unit Owners to adequately fund the Association via Common Expense assessments sufficient to permit the Association to both insure and maintain the Common Elements.

9.7 General Association Duties. Association shall (a) maintain the insurance required by Paragraph 7.3; (b) conduct at least one (1) Annual membership meeting per year at which time the Board shall be elected; (c) conduct at least one (1) Budget approval membership meeting per year, which may be included in the Annual Meeting; (d) furnish the Members a financial statement at the conclusion of each fiscal year.

9.8 Association Rights. The Association is, subject to this Declaration, vested with: (a) all property rights of a land owner with regard to Real Estate and Real Estate improvements owned by the Association; (b) all rights afforded to it by the Declaration, Unit Deeds, and Act; (c) all rights afforded to it by the West Virginia Non-Profit Corporations Act and its Bylaws to the extent not inconsistent with subparagraphs (a) and (b). With regard to conflicts between the foregoing, the order of priority and authority is from highest to lowest: (i) subjectively the Act, (ii) Declaration, (iii) Unit Deeds, (iv) by virtue of the 2019 incorporation of Association the West Virginia Non-Profit Corporations Act, (v) Bylaws, and finally (vi) rules and regulations promulgated by the Association. Subject to the Declaration, the Association may:

- 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 CIC;
- e.** Make contracts and incur liabilities;
- f.** Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- g.** Cause additional improvements to be made as a part of the Common Elements;
- h.** Acquire, hold, encumber and convey in its own name any right, title or interest to Real Estate or personal property, but Common Elements in the CIC may be conveyed or subjected to a security interest only pursuant to the provisions of the Declaration, and Association ownership of a Unit or portion of a Unit shall not convert the Unit to a Common Element absent an amendment to the Declaration for such purposes except as set forth in Paragraph 13.3;
- i.** Grant easements, leases, licenses and concessions through or over the Common Elements;
- j.** Impose and receive payments, fees or charges for the use, rentals or operation of the Common Elements and for services provided to Unit Owners;
- k.** Cause to be placed or kept in effect liability insurance on Common Elements;
- l.** Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the Bylaws and the Rules and Regulations of the Association;
- m.** Impose reasonable charges for the preparation and recordation of amendments to this Declaration or statements of unpaid assessments;
- n.** Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance as desirable;
- o.** Assign its right to future income, including the right to receive Common Expenses, if approved by at least 80% of all Units; and
- p.** Exercise any other powers conferred by the Governing Documents.
- q.** Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;
- r.** Exercise any other powers necessary and proper for the governance and operation of the CIC, and;

- s. Employ and retain such professionals and other experts whose services may be reasonably required to effectively exercise the foregoing powers.

9.9 Exercise of Association Powers and Rights.

a. The Association may elect to enforce the Governing Documents but has no duty to do so. In determining whether the Association shall take action to enforce strict compliance with the Governing Documents, the Association is authorized to apply a balancing test or cost-benefit analysis taking into consideration such factors as: (i) individual hardship to the Unit Owner(s); (ii) the reasonable return to be achieved by strict enforcement; (iii) the nature of the violation; (iv) the benefit afforded by the applicable provision of the Governing Documents; (v) the Association's enforcement costs; (vi) whether the violation results in a real and material harm of the specific variety the Governing Document provision breached or violated is intended to prevent; (vii) whether the violation affects the entire CIC, the Association, and a majority of the Unit Owners therein; and (viii) the benefit to the Unit Owner, CIC, the Association or a majority of Unit Owners as a result of a variance or election to not enforce the Governing Documents.

b. The Association may elect to participate in disputes between individual Unit Owners, disputes between the Owners of multiple Units, or disputes which are appropriately addressed by legal authorities but it has no duty to do so. The Association is expressly authorized to avoid any of the foregoing disputes in any circumstance where the Board determines that participation is not in the best interest of the Association as a corporation, the CIC or the majority of all Unit Owners. The Association has no police power and is not intended to have any duties to protect Unit Owners from third-parties or each other. In the event that the Association should elect not to pursue any action the Association reasonably believes is not in the best interest of the majority of Units, majority of Unit Owners, the Association, or the CIC, individual Unit Owners may individually or collectively bring suit against other Unit Owners to enforce the Governing Documents against other Unit Owners. Provided however, that such litigation shall be for the purpose of compelling compliance by a Unit Owner contrary to a ruling of the Association and not against the Association for damages resulting from any action or inaction by the Association or committee thereof or otherwise to compel the Association to enforce the Governing Documents. By acceptance of a deed subject to the Governing Documents, all Unit Owners release the Association from any and all liability resulting from a good faith Association decision not to take any enforcement action which the Association's Board deems in good faith to not be in the best financial or other collective interest of the Association or the majority of the Unit Owners.

9.10 Association's Right to Perform Unit Maintenance. In the event any Unit Owner shall fail to maintain any condition or improvement on a Unit in a manner required by the Governing Documents, and that condition or improvement is visible or otherwise detectable from any part of the CIC outside of the perimeter of the Unit, the Association may shall have the right, but not the duty, through its agents and employees, to enter upon said Unit and repair, maintain and restore the Unit to the extent authorized by law if the condition is not cured after thirty (30) days written notice of non-compliance to the Unit Owner. Such right shall not be exercised unless at least two-thirds (2/3) of the Board and fifty-one (51%) percent of all Units shall have voted by ballot, proxy or in person, in favor of the exercise of such power. The cost of such maintenance and/or restoration shall be charged to the Owner of the non-compliant Unit as a Common Expense and may, at the election of the Association, be perfected as a lien on said Unit. All Unit Owners

covenant and agree that such entry and maintenance and restoration after notice and right to cure not constitute an actionable trespass or breach of the peace.

9.11 Association Officers. The Board shall appoint all officers of the Association who shall conduct the daily business and affairs of the Association under the supervision of the Board. Officers may be Board Members and all Officers shall serve at the will of the Board. The President and Secretary Officer positions shall never be occupied by the same Person.

9.12. Board Removal. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, provided however, that the vacated Board position(s) shall be filled before the removed Board Member(s) leave office.

9.13 Call and Notice of Unit Owner Meetings.

(a) Except as set forth in Paragraph (b), Unit Owner or Member meetings may be called by the Board, the President, or by eight (8) of more Units, on not less than ten (10) nor more than sixty (60) days written notice to all Units setting for the date, time, and location in Preston County, West Virginia where the meeting will be held. The notice shall be sent to the Owner(s) of each Unit by mail, or hand delivery to a Unit that contains a Dwelling, or by any electronic means that the Unit Owner receiving the Notice has in writing authorized to be used for such purposes.

(b) Provided, however, that any notice of budget ratification meeting shall be sent not less than ten (10) nor more than thirty (30) days written notice prior to the budget ratification meeting.

(c) The notice shall state whether the Meeting is a general meeting, special meeting, Annual Meeting, or budget ratification meeting. If the notice is of a special meeting it shall set forth the agenda of the meeting and if the meeting is called for the purpose of removing a Board member the notice must state that subject matter.

10. Budgets and Assessments.

10.1 Budget Proposal. The Board shall not less than annually: (a) propose an Association budget; (b) publish a summary of the proposed budget to the Unit Owners, 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 giving Notice of the meeting that includes a summary of the proposed budget. Budget ratification voting may be conducted at the Association's Annual Meeting.

10.2 Budget Contents. Each budget proposed by the Board shall, at a minimum, include: (a) the cost of maintaining the Association's corporate existence; (b) the cost of Association insurance required by the Declaration; (c) the cost of the Association's reasonably anticipated Common Expense needs; (d) the number of days after budget ratification before assessments are due; (e) whether assessments are payable in installments and if so with the corresponding due dates; and (f) an interest rate on past due installments not to exceed twelve (12%) per cent per annum. Notwithstanding the foregoing, all proposed budgets shall comply with the Limited Expense Liability Planned Community provisions of Paragraphs 1.20, 7.4, and 14.4.

10.3 Budget Approval. Unless a majority of all Units reject the proposed budget at the meeting, the proposed budget shall be ratified, enacted and passed, whether or not a quorum of the Units shall be present. The quorum for Unit Owner or Member Meetings is set forth in the Bylaws but shall not be less than twenty (20%) percent.

10.4 Budget Assessment. Each budget approved, ratified and enacted by the Units pursuant to Paragraph 10.3 is automatically assessed to all Units by the Formula.

10.5 Notice of Assessment. Association shall send notice of budget approval and assessment to all Units within thirty (30) days after the approval, including the information set forth in Paragraph 10.2 subsections (d), (e), and (f).

10.6 Association Funds and Budget Surplus. All assessments paid to the Association by its Members, the Unit Owners, belong to the Members and Unit Owners notwithstanding the fact that they were paid to and are held by the Association created for the express purpose of owning, maintaining, and insuring the Common Elements for the benefit of the Units and the Owners of those Units. Provided, however, that any surplus funds collected by the Association at the conclusion of any budget year or fiscal year of the Association shall be: (a) held by the Association and not refunded to the Unit Owners; and (b) credited to each Unit in proportion to the contribution of such funds by each Unit as a credit against future Common Expense Liability of the Unit in future years.

10.7 Association Liens. All Unit Deeds were delivered and accepted pursuant to a covenant by Declarant in Paragraph 2.05 of the Original Declaration made at a time when Declarant owned all Units, to pay Association assessments and charges when due, and a Paragraph 2.07 consensual Association lien against each Unit for non-payment of its respective share of Association assessments and charges. All Units have transferred thereafter subject to the foregoing covenants.

(a) 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. Fees, charges, late charges, fines and interest charged pursuant Paragraphs 9.8(1), 10, 11 and 12 are enforceable as assessments by lien. 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.

(b) For the purpose of perfecting and preserving its lien, the Association shall give notice to the Unit Owner by hand delivery, certified mail with receipt, courier with receipt, or in the same manner as service of process, containing the information set forth in 10.7(f), and (i) if the Unit contains a Dwelling by hand deliver to the Unit Owner or posting on the front door of the Dwelling on the Unit; or (ii) by Certified Mail return receipt requested to the last mailing address provided by the Unit Owner to Association; and (iii) in a form reasonably calculated to inform the Owner of his liability for payment of the assessment. Pursuant to WV Code 40-1-9, the lien shall be discharged as to creditors and subsequent purchasers for value without notice until recorded in the Clerk's Office.

(c) NOTICE TO ALL PROSPECTIVE UNIT PURCHASERS – for the purpose of Paragraph 10.7 (b) all potential or prospective purchasers of Units are hereby given constructive notice by recordation of this First Amendment that all Units may be liable for unpaid assessments

and all potential or prospective purchasers of Units are hereby put on Notice Inquiry to contact the Association before purchasing a Unit to ascertain whether the Unit's financial obligations to the Association are satisfied and paid in full.

(d) 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.

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

(f) The notice shall contain: (1) A legally sufficient description of the Unit; (2) The name or names of the record Owners of the Unit; (3) The amount of unpaid assessments due together with the date when each fell due; and (4) The date of recordation.

(g) The cost of recording the lien in the Clerk's Office shall be included in the amount of the lien as an assessment. Within thirty (30) days after payment to Association of all sums secured by the lien, Association shall at no cost to the Unit Owner(s) execute and record a written release of the lien in the Clerk's Office.

(h) For purposes of WV Code 46A-1-105(3), WoodRidge is a Limited Expense Liability Planned Community because the Original Declaration and this First Amendment provide that the annual average common expense liability of all units restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed \$300 as adjusted pursuant to Section 1-114 of the Act.

11.0 Restrictive Covenants Governing the Use, Improvement and Occupancy of Units, and the Use of Common Elements appurtenant to Units.

11.1 Residential Use Restriction. All Units are restricted to use for Residential Purposes. No commercial, industrial or manufacturing business, agricultural, building or enterprise shall be erected, maintained or operated from or upon any Unit, provided, however, that any Person occupying a Unit for Residential Purposes may utilize the same as a home office or personal work location so long as the use does not affect the appearance of the Unit in any manner and is not discernable from any portion of the CIC outside the perimeter of the Unit. A Unit may be leased for Residential Purposes occupancy but so-called "Air BNB" rentals and other rentals of less than fourteen (14) consecutive days are not permitted. Each Unit Owner is responsible for Governing Document compliance by all persons occupying the Owner's Unit or present in the CIC with regard to the Unit.

11.2 Prohibited Activities. No Unit may be utilized in a manner that constitutes a public or private nuisance including, uses that result in noxious conditions, or noises, or smells detectable from outside the perimeter of the Unit.

11.3 Architectural Review Requirement. Prior to commencement of any improvement to a Unit, written plans for the improvement shall be submitted to, and approved in writing by the Association. Association approvals are expressly limited to compliance with Governing Documents. In the event that no action is taken by Association regarding such plans and specifications within thirty (30) days after they have been submitted, such

plans and specifications shall be deemed approved as compliant with the Governing Documents. No improvement may be commenced on a Unit until approved.

11.4. Dwellings Requirements. A “Dwelling” is any building, structure or improvement that is suitable for occupancy by Persons. No Unit may contain more than one (1) Dwelling. No Dwelling shall contain less than seven hundred fifty (750) square feet of enclosed living area at primary entry grade. Decks, porches, garages, and basements, including walk-out basements, are excluded from the calculation of enclosed living area. No Dwelling or other building located on a Unit shall exceed three stories or forty feet (40') in height from entry grade. Tents, campers, trailers, motor homes or similar temporary structures erected, placed or maintained on a Lot for more than fourteen (14) consecutive days shall not be visible from any common area on the Property.

11.5 Construction Standard and Materials. All buildings located on Units shall be constructed of good finished materials and constructed in a good workmanship-like manner.

11.6 Outbuildings. An “outbuilding” is any building that is not a Dwelling. No Unit may contain more than two (2) outbuildings permitted. The exterior materials and colors of the exterior of all out buildings shall substantially match and conform to the colors and materials of the Dwelling on the same Unit. The total interior floor area of all outbuildings on a Unit shall not exceed two thousand (2000) square feet.

11.7 Manufactured Homes. No manufactured home, house trailer, mobile home, double wide mobile home, camper, trailer or recreational vehicle may be occupied on a temporary or permanent basis on a Unit. These provisions shall not be construed to preclude or prohibit modular construction or engineered sectional components of outbuildings or Dwellings.

11.8 Setbacks. No Dwelling or other outbuilding shall be located on a Lot nearer than forty feet (40') from a Fee Common Element, or nearer than twenty-five feet (25') from any boundary of a Unit.

11.9 Construction Time Period. All outbuildings and Dwellings shall be completed within twelve months of the start of construction. Association construction approval for any other project shall include a reasonable time period within which the project shall be completed.

11.10 Unit Subdivision. No Unit may be subdivided without prior written consent of the Association. In the event a Unit is subdivided, the Association shall record a written amendment to the Declaration that: (a) includes a plat showing the subdivided Unit and new divisions, each of which shall be a Unit; (b) establishes Setbacks and easements along all boundaries of the new divisions; (c) re-allocates the Allocated Interests of all Units by the Formula based on the total number of Units after subdivision; and (d) imposes and other provisions or requirements appropriate to the subdivision; and is acknowledged by all Owners of the affected Unit. The Unit Owner(s) requesting Unit subdivision shall bear all Association costs of preparing and recording the amendment in the Clerk's Office, including the costs of surveys.

11.11 Unit Boundary Adjustments. The boundaries between Units may be adjusted with Association consent so-long as there is no change in the total number of Units; and after adjustment a Dwelling may be constructed on each Unit in compliance with this Declaration and its requirements. To affect a boundary adjustment the Association shall record a written amendment to the Declaration that: (a) includes a plat showing the new boundaries of both affected Units; (b) establishes Setbacks and easements along all the revised boundaries; (c) is acknowledged by all affected Unit Owners with necessary conveyances between them; and (d) imposes and other provisions or requirements appropriate to the subdivision; and is acknowledged by all Owners of the affected Unit.

The Unit Owner(s) requesting a boundary adjustment shall bear all Association costs of preparing and recording the amendment in the Clerk's Office, including the costs of surveys.

11.12 Signage. Signage is any writing or display on or within a Unit, including banners and flags, that is visible from the exterior of the Unit. No signage be placed or erected on any Unit except signage (a) required by legal proceedings; (b) advertising the sale of the Unit on which the signage is displayed; (c) advertising an offer to lease the Unit on which the sign is displayed. All permitted signage is limited to the time period during which the Unit is subject to legal proceedings, or offered for sale or lease, and shall contain no greater than ten (10) square feet in total placard area.

11.13 Common Element Speed Limits and Vehicle Limitations. Because the Association owns, maintains and insures the Fee Common Elements: (a) no motorized vehicle may be operated on a CIC street unless fully compliant with all West Virginia State requirements, including insurance, for the vehicle to be operated on a public road; (b) no motorized vehicle of any variety shall be operated on a CIC street except by a person with a valid West Virginia driver's license; (c) all vehicles are limited to a speed limit of 20 miles per hour on Common Element streets.

11.14 Vehicle Storage on Units. No vehicle listed in this provision may be parked or stored on a Unit that is visible from the perimeter of the Unit for more than fourteen (14) days a year: (a) any motor vehicle that is not fully operational and fully compliant with all West Virginia State requirements for operation on a public road; (b) any vehicle with a gross weight in excess of two (2) tons; (c) motor homes, trailers, recreational vehicles of all varieties; and (d) lawn care equipment. There is no prohibition or time limit on storage of any of the foregoing within a Dwelling or outbuilding.

11.15 Animals. The only variety of animals that a Unit Owner may keep and maintain on a Unit are domestic pets subject to the following limitations: (a) all pets shall be restrained within the perimeter of the Unit and not permitted to run at large; (b) no pet shall be restrained on a Unit outside of a Dwelling or outbuilding unless a responsible adult is present to supervise the pet(s) to among other matters prevent excessive noise; (c) the Association may, in response to multiple complaints from occupants of other Units impose reasonable limitations on the number of pets that may be outside of a Dwelling or outbuilding at the same time, and/or require the Unit Owner to utilize functional noise suppressing pet collars; (d) no outbuilding may be used as a kennel or dog house; and (e) no accumulations of pet waste shall be visible or perceptible by smell from any other Unit or the Fee Common Element.

11.16 Trash, Debris, and Material Storage. Except during construction of approved Unit improvements, no lumber, metals, or bulk materials shall be stored outside of a Dwelling or outbuilding on a Unit. All Units shall be kept and maintained in a neat and attractive condition commensurate the majority of other Units without accumulation of garbage, refuse or trash and no Unit shall be used or maintained as a dumping ground for any material, trash, garbage or other waste not kept in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition;

11.17 Maintenance. The Owners of each Unit shall keep and maintain their Unit, and all improvements thereon, in good order and repair commensurate with the standards set forth in the Governing Documents and to the extent subjective standards are not established in the Governing Documents as to all aspects of a Unit, to the standards predominate throughout the majority of Units with regard to the same Unit conditions and improvements. Certain specific maintenance standards are as follows:

(a) **Lawns.** A lawn portion of a Unit that contains a Dwelling, shall remain a lawn and be perpetuated, mowed, trimmed, seeded, reseeded, and watered to the predominant standard of lawns areas of other Units including, at a minimum, mowing and/or brush-hogging from the lawn to the road surface within the Fee Common Element.

(b) **Natural Vegetation.** Natural or semi-natural vegetative surfaces of Units that are not lawns, shall be maintained to similar standards predominate throughout the majority of all Units but at a minimum each Unit Owner shall brush-hog or clear brush and vegetation within four (4) lineal feet of the road surface of the Fee Common Element in front of their Unit.

(c) **Man-Made Improvements.** Dwellings, outbuildings and other artificial or man-made Unit structures shall likewise be maintained to the predominant standard of similar Dwellings, outbuildings and structures to reflect the predominant expectations of Residential Purpose Units and standards across the majority of Units, as the same may from time to time change, with the understanding that the Owners of that requisite majority may at any time, and from time to time, amend the Governing Documents to impose precise subjective standards on point.

(d) For the purpose of this Paragraph 11.17, all Unit Owners acknowledge that the duty to maintain vegetative surfaces between Units and Fee Common Element road surfaces is shifted to the Units in lieu of Association assessments to fund third-parties to mow, cut, trim and brush-hog those locations.

11.18 [INTENTIONALLY OMITTED].

11.19 **Firearms.** Firearms may not be discharged on, over or across, a Common Element, and hunting and trapping are prohibited within the Common Elements.

12. **Variances.** To the extent that each Article 11 restrictive covenant governing the use, occupancy and improvement of a Unit is imposed to establish a subjective standard of Residential Purposes Unit use, maintenance and improvement with each intended to prevent a specific variety of harm, the Association may grant reasonable variances as may be necessary to overcome practical difficulties and prevent unnecessary hardship resulting from strict application of, or adherence to, the provisions of Article 9. A variance shall be warranted if: (a) consistent with the stated purpose of establishing expectations and standards of Residential Purposes Unit use, maintenance improvement; or (b) the variance permits a minor variation from said Residential Purposes objective which is harmonious and generally consistent with the CIC and Units when viewed in its entirety; or (c) the following balancing test is satisfied. The balancing test for variances shall be the benefit which is the purpose of a specific Article 11 restrictive covenant and the degree to which an otherwise unpermitted improvement or circumstance materially impacts such benefit to the Association and other Unit Owners, balanced against the hardship resulting from denial of a variance. No Unit Owner is vested with an express beneficial right to strict enforcement of the provisions of Article 11 and all Unit Owners acknowledge, covenant and agree that the Association may grant reasonable variances. All variances shall be reduced to writing in recordable form and acknowledged by the Association. The Unit Owner(s) requesting the variance shall bear the cost of preparing and recording the variance in the Clerk's Office.

13. **Applicable Provisions of the Act.** Because Declarant elected in Paragraph 2.06 of the Original Declaration to make WoodRidge a Limited Expense Liability Planned Community by subjecting the CIC to Section 1-203(2) of the Act, WoodRidge is governed by only Sections 1-105,1-106, 1-107, 1-114, and

1-203(2) of the Act, including the terms defined by the Act that are utilized in those Sections (and which are also included in this First Amendment). Applicable provisions of the Act are as follows:

13.1 Separate Titles and Taxation - Act Section 1-105. Each Unit that has been created, and the Fee Common Elements, each constitute for all purposes assessment and taxation purposes a separate parcel of Real Estate and each Unit must be separately taxed and assessed, and no separate tax or assessment rendered against any Fee Common Elements.

13.2 Applicability of Local Ordinances, Regulations and Building Codes – Act Section 1-106. A governmental building code may not impose any requirement upon any structure in the CIC which it would not impose upon a physically identical development under a different form of ownership.

13.3 Eminent Domain or Condemnation – Act Section 1-107. Allocated Interests are per-Unit that may be utilized for Residential Purposes without regard to whether the Unit is occupied or improved for Residential Purposes. The following provisions address the affect of a full or partial taking of a Unit or Common Element in the context of Allocated Interests and whether a remaining portion of a Unit may be utilized for Residential Purposes in compliance with this Declaration after the taking.

(a) Entire Unit Taking or Taking that does not permit the Remainder of the Unit to be Used for Residential Purposes. If an entire Unit is acquired by eminent domain, or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the award must include compensation to the Unit Owner for that Unit and its Allocated Interests, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

(b) Part of a Unit Taking that does permit the Remainder of the Unit to be used for Residential Purposes. Except as provided in subsection (a), if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may practically be used for Residential Purposes under the Declaration, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired, and the portion of the Unit acquired by eminent domain shall cease to have any Allocated Interest, but the remaining remnant that may practically be used for Residential Purposes under the Declaration shall retain the original Allocated Interest of the original Unit without modification or reallocation of Allocated Interests.

(c) Common Element Taking. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken must be paid to the Association.

(d) Because a taking affects the boundaries of Units and Common Elements and the Allocated Interests of Units, the court decree must be recorded in the Clerk's Office.

14.4 Limited Expense Liability Provisions – Act Sections 1-203(2) and 1-114. Section 1-203(2) of the Act requires that in a limited expense liability planned community “the *average* Common Expense Liability of a Unit, for costs other than optional user fees and any insurance premiums paid by the Association, may not exceed three hundred dollars (\$300) in 1979 dollars as adjusted annually from December of 1979 pursuant to Section 1-114” of the Act (emphasis added and defined terms capitalized). Section 1-114 of the Act is the equation utilized to calculate how the value of \$300 1979 dollars increases every year over time. Notably, Sections 1-203(2) and 1-114 actually impose an annually increasing cap on the total amount that can be assessed over the life of a Limited Expense Liability Planned Community, but 1-203(2) references *averages* because the calculation is based on the value of \$300 in the specific 1979 year. The following provisions of Paragraph 14.4 explain the calculations and examples for the years 2003, 2004, 2005 and 2022 are set forth on **Exhibit D**.

(a) For purposes of this First Amendment:

(i) *Average* means median over all years of the CIC, rather than in any specific year of the CIC, with the *average* being the sum of all years divided by the number of years. For the foregoing reason, any Common Expense Liability in any year may be less than or greater than *average* so long as the cumulative total of all assessments does not exceed the maximum amount that could be assessed under 1-203(2) during the same time period.

(ii) The statutory \$300 limitation is the value of \$300 dollars in December 1979 as that value increases over time. Act Section 1-114 explains how the 1979 value changes each year after 1979 based on annual changes in the applicable consumer price index. Section 1-114 limits changes to only increments of 10% with any change less than an increment of 10% disregarded, and any change greater than an increment of 10% rounded down to only a change of 10%.

(iii) Act Section 1-114 consumer price index is the “Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor” that was replaced in 1984 with the “Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1982-84=100” (“CPI”).

(iv) For purpose of calculating changes in CPI, the CPI “Reference Base” for December of 1979 is 77.2.

(v) Changes in CPI are calculated annually as of July 1 using the published CPI figure for December immediately preceding the July 1 change date (because CPI is published in arrears). As a result, assessments between any July 1 and the succeeding June 30, are based on the CPI figure published for December of the year before that July 1. For example:

(I) At the time of the March 2003 Original Declaration, the most recent change date was July 2002, and the then-current CPI was 177 from December of 2001 for all assessments made between March of 2003 and June 30, 2004.

(II) At the time of the drafting of this First Amendment in June of 2022 the most recent change date is July of 2021, and CPI from December of 2020 is 254.081 for all assessments made between July 1 2021 and June 30, 2022.

(III) As of July 1, 2022, the most recent change date will be July 1, 2022 and CPI will be 273.925 from December of 2021 for all assessments between July 1, 2022 and June 30, 2023.

(b) Because the Act imposes a limitation on the maximum Limited Expense Liability of Units over the life of the CIC, before adopting a proposed budget the Association must annually (i) calculate the cumulative or maximum amount the Act permits the Units to be charged over all years of the CIC including the proposed budget (“**Cap**”); and also (ii) calculate the cumulative amount that the Units were actually charged over all years of the CIC including the proposed budget (“**Actual**”); and then (iii) divide each by the total number of years of the CIC including the proposed budget year to get the *average* Actual, and *average* Cap. So long as the *average* Actual does not exceed the *average* Cap, the Association has complied with Act Section 1-203(2).

(c) Calculation of the (b)(i) Cap over all years requires the Association to calculate the Cap for each of those years between 2003 (the initial year of the CIC), and the year of the proposed budget and add them together to get the (b)(i) cumulative amount the Act permits Units to be charged over all years. The formula for calculating Cap cumulatively and for each year is set forth on **Exhibit D1**, examples of the Cap calculations for 2003, 2004 and 2005 are set forth on **Exhibit D2**, and a table of the changes for all years up to this first Amendment is set forth on **Exhibit D3**.

15. General Provisions.

15.1 Enforcement. The Declaration was originally made by the Declarant as the owner of all Common Elements and Owner of all Units that comprise WoodRidge. Each Unit Owner is a successor to Declarant in Ownership of a Unit, and Association is successor to Declarant in ownership of Common Elements, and both the Association and Unit Owners are entitled to enforce any provision of this Declaration to which they are respectively as beneficiary. No Owner shall have the right to prosecute an action or inaction by the Association or Board related to the enforcement or non-enforcement of any covenant or restriction imposed by this Declaration;

15.2 Unit Owner Responsibility. Because each Unit Owner is bound by this Declaration with regard to their respective Unit(s), the Owners of each Unit are responsible for their own conduct in the CIC, and also the conduct of any occupant of their respective Unit, and also the conduct of any other Person present in the CIC as a function of their Unit without regard to whether such Person is a family member, child, guest, tenant, contractor or invitee of the Unit Owner, or is present because of those Persons. Unit Owners and Association are each responsible for educating such Persons for whom they are responsible as to the requirements of this instrument.

15.3 Waiver. 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.

15.4 Severability. If any provision of this Declaration or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration 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 Declaration, shall be construed as if such invalid part was never included therein.

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

15.6 Gender and Plurality. Provisions of this instrument shall not be applied, construed or interpreted contrary to the clear, express, and stated objective and intent of this instrument as a result of gender or plurality conflicts.

15.7 Perpetuities and Restraints on Alienation. If any provision of this Declaration 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 holding office on the date this instrument is recorded.

15.8 Amendment. This Declaration is a covenant running with the land and except as set forth above with regard to Subdivision (**Paragraph 11.10**) and Boundary Adjustments (**Paragraph 11.11**) may be amended from time to time but only pursuant to the provisions of this Paragraph.

(a) Any amendment changing the Formula, and any termination of the CIC revoking this Declaration, shall require the written consent of at least one (1) Owner of not less than eighty (80%) per cent of all Units.

(b) Any other amendment shall require the written consent of at least one (1) Owner of not less than sixty-seven (67%) per cent of all Units.

(c) All duly authorized amendments shall be prepared by the Association, acknowledged by the President in behalf of the Association, and recorded in the County Clerk's Office by the Association. No amendment shall be effective until recorded in the County Clerk's Office.

(d) Paragraph 5.03 of the Original Declaration required 80% consent of the Units to amend that instrument and this amendment is made with the consent of 80% of all Units to, among other matters, change that Paragraph 5.03.

15.9 Supremacy. This First Amendment modifies the Original Declaration replacing the same in its entirety but as an amendment permitted by and made pursuant to the express terms and conditions of the Original Declaration, relates back in time and order of recording to that Original Declaration, notwithstanding the recordation of any Deed conveying a Unit subject to the Original Declaration prior to the recordation of the Original Declaration. Provided, however, that any Unit improvement existing on the date of this First Amendment that was permitted by the Original Declaration but is not permitted by this First Amendment, shall be grandfathered so far, and so far only, as the same is maintained to the standards of this First Amendment and if demolished, removed, or destroyed, any replacement or rebuilding shall comply with this First Amendment.

15.11 **Inclusions by Reference.** All Exhibits attached hereto or referenced herein are incorporated herein by reference. All deeds and instruments referenced by their recording pagination in the Clerk's Office are incorporated herein for descriptive purposes only.

This First Amendment is made and entered into on the date first above written by WoodRidge Property Owners Association, Inc., pursuant to the authorization, consent and agreement of the Owners of 80% of all Units as set forth on **Exhibit A**

WoodRidge Property Owners Association, Inc.,
A West Virginia non-profit corporation,

By: *[Signature]*
Name: MARTIN R. MEADOR Its: President

STATE OF WEST VIRGINIA,
COUNTY OF PRESTON, to-wit:

The foregoing First Amendment to Declaration was acknowledged and sworn to before me, the undersigned Notary Public this 15th day of September, 2022, by Martin R. Meador in his/her capacity as President of WoodRidge Property Owners Association, Inc., a West Virginia non-profit corporation, for and in behalf of said corporation, by consent of the Owners of not less than 80% of all Units comprising WoodRidge as set forth on **Exhibit A**, and said President certified under oath that the **Exhibit A** signatures are authentic and genuine.

My Commission Expires: March 24, 2027

[Signature]
Notary Public

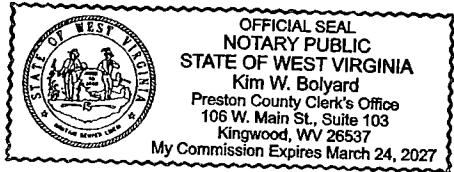
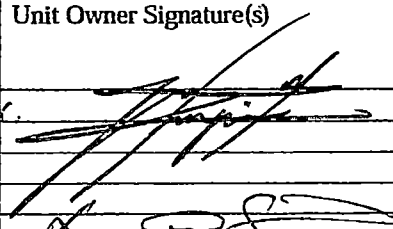
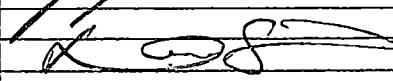


EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this **Exhibit A** is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1	Terhakopian Lot #1 WoodRidge.	
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		

Artin Terhakopian
Ninet Smail

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4	330 Woodridge Drive	<i>Neil Dwyer</i>
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		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

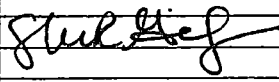
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6	80 N. Appalachian Dr.	
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6	<i>DIEKSA</i>	
7	<i>DIEKSA Lot 7 N Appalachia Drive</i>	<i>[Signature]</i>
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		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this **Exhibit A** is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

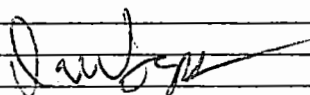
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8	LOPEZ LOT 8 N APPALACHIA DRIVE	
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this **Exhibit A** is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

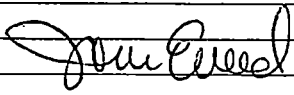
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9	10350 Mason Dixon Hwy, Burton WV	
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this **Exhibit A** is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10	254 N. Appalachee Dr, Brewster Mills, WV	<i>[Handwritten Signature]</i>
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		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

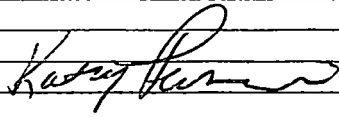
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	292 N APPALACHIA DRIVE	
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12	Strunk Lot 12 N Appalachia Drive	<i>[Signature]</i> - Suzanne Strunk
13	Strunk Lot 13 N Appalachia Drive	<i>[Signature]</i> - Suzanne Strunk
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14	Widdows Lot 14 N Appalachia Drive	<i>Robert Jones</i> <i>Melissa</i> <i>Mattew</i>
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16	JACKSON LOT 16 N APPALACHIA DRIVE	<i>Ethel Jackson</i>
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

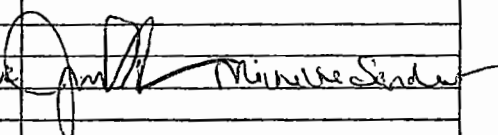
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	Sanders Lot 17 N Appalachia Dr	 Minnie Sanders
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this **Exhibit A** is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18	Lacy Lot 18 N Appalachia Drive	Matt Lacy
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

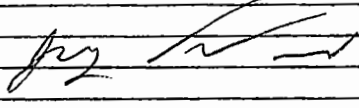
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19	Schroeder Lot 19 N Appalachia Dr.	
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20	221 N Appalachian Drive	<i>[Signature]</i> 8/10/2022
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

20

[Signature] 8/11/22

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22	111 North Appalachia Dr, Bruceston Mills, WV	<i>[Signature]</i>
23	111 N Appalachia Dr, Bruceston Mills, WV	<i>[Signature]</i>
24	111 N Appalachia Dr, Bruceston Mills, WV	<i>[Signature]</i>
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25	1 N Appalachia Drive	<i>Julia Combs Ewalt</i>
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

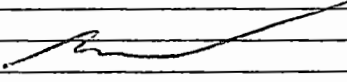
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	26 S Appalachia Drive	
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

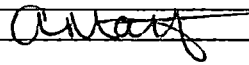
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27	100 S Appalachia Drive	
28		
29		
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
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	109 S Appalachian Drive	<i>[Signature]</i>
29	109 S Appalachian Drive	<i>[Signature]</i>
30		
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

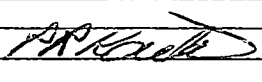
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30	Kaelin Lot 30 S Appalachia Drive	
31		
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

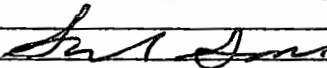
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31	57 S Appalachia Drive	
32		
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

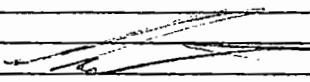
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32	471 Woodridge Drive	
33		
34		
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

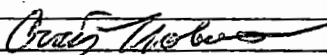
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34	283 Woodridge Drive	
35		
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

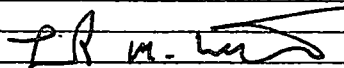
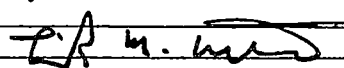
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33	205 Woodridge Drive	
34		
35	205 Woodridge Drive	
36		

EXHIBIT A

We, the undersigned Owners of Units in WoodRidge hereby agree to adopt the First Amendment to which this Exhibit A is appended together with the 2022 WoodRidge Bylaw Amendment, and direct, consent and agree that the Association shall cause: (a) the First Amendment to be acknowledged by the Association's President and recorded in the Clerk's Office; and (b) its Board of Directors to sign the Bylaws after the First Amendment is recorded, and distribute a copy of the Bylaws to all Unit Owners. We further approve multiple copies of this Exhibit A for signature purposes and direct that all such copies be appended to the First Amendment.

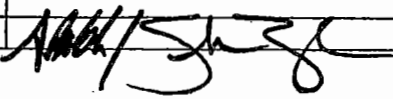
Unit Number Per Plat	Unit Street Address	Unit Owner Signature(s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36	171 Woodridge Drive	

EXHIBIT C
Allocated Interests of Units

Unit Plat	Number	Per	Allocated Interest Share of Association Votes	Allocated Interest Share of Common Expenses Liability
	1		1/36	1/36
	2		1/36	1/36
	3		1/36	1/36
	4		1/36	1/36
	5		1/36	1/36
	6		1/36	1/36
	7		1/36	1/36
	8		1/36	1/36
	9		1/36	1/36
	10		1/36	1/36
	11		1/36	1/36
	12		1/36	1/36
	13		1/36	1/36
	14		1/36	1/36
	15		1/36	1/36
	16		1/36	1/36
	17		1/36	1/36
	18		1/36	1/36
	19		1/36	1/36
	20		1/36	1/36
	21		1/36	1/36
	22		1/36	1/36
	23		1/36	1/36
	24		1/36	1/36
	25		1/36	1/36
	26		1/36	1/36
	27		1/36	1/36
	28		1/36	1/36
	29		1/36	1/36
	30		1/36	1/36
	31		1/36	1/36
	32		1/36	1/36
	33		1/36	1/36
	34		1/36	1/36
	35		1/36	1/36
	36		1/36	1/36
TOTAL			36/36	36/36

EXHIBIT D
 Limited Expense Liability Calculations

The following are the calculations for 2003, 2004 and 2005.

Example 1 – Calculation of Limited Expense Liability Limitation for the year 2003, the first year of the CIC. The CIC was created in March of 2003. CPI adjusts annually on July 1 based on December of the year before the adjustment. Therefore, in March of 2003, the most recent adjustment date was July 1, 2002, using then December 2001 CPI figure of 173.7:

- #1 (December 2001) CPI of 173.7 divided by (December 1979) CPI of 77.2 = 2.25
 (173.7 / 77.2 = 2.25)
- #2 2.25 rounded down to the nearest multiple of 10% = 2.2
- #3 2.2 times \$300 = \$660.
 \$300 December 1979 dollars = \$660 December 2001 dollars for purposes of the year 2003.
- #4 Because 2003 was the initial year of the CIC, in 2003 the average of all assessment years is \$660.

Example 2 – Calculation of Limited Expense Liability Limitation for the year 2004, the second year of the CIC. 2004 was the second year of the CIC and any assessment made on or before June 30, 2004, utilized the July 1, 2003 CPI adjustment date based on the December 2002 figure of 177.

- #1 (December 2002) CPI of 177 divided by (December 1979) CPI of 77.2 = 2.29
 (177 / 77.2 = 2.293)
- #2 2.29 rounded down to the nearest multiple of 10% = 2.2
- #3 2.2 times \$300 = \$660.
 \$300 December 1979 dollars = \$660 December 2002 dollars for purposes of the year 2004.
- #4 The total limited expense liability that could have been charged during the first and second years of the CIC was \$660 in year 1 plus \$660 in year 2 = \$1320.
- #5 The average limited expense liability cap that would have been charged in year 2004 was \$1320 / 2 years = \$660 per year.

Example 3 – Calculation of Limited Expense Liability Limitation for the year 2005, the third year of the CIC. 2005 was the third year of the CIC and any assessment made on or before June 30, 2005, utilized the July 1, 2004 CPI adjustment date based on the December 2003 figure of 179.

#1 (December 2003) CPI of 179 divided by (December 1979) CPI of 77.2 = 2.31
(179 / 77.2 = 2.31)

#2 2.31 rounded down to the nearest multiple of 10% = 2.3

#3 2.3 times \$300 = \$690.

\$300 December 1979 dollars = \$690 December 2003 dollars for purposes of the year 2005.

#4 The total limited expense liability that could have been charged during the first, second and third years of the CIC was \$660 in year 1 plus \$660 in year 2, plus \$690 in year 3 = \$2,010.

#5 The average limited expense liability cap that would have been charged in year 2004 was \$2010 / 3 years = \$670 per year.

Preston County
Linda Huggins, Clerk
Instrument 21629480
09/15/2022 @ 09:10:46 AM
MISC RECORDING DEED INDEX
Book 853 @ Page 614
Pages Recorded 51
Recording Cost \$ 62.00