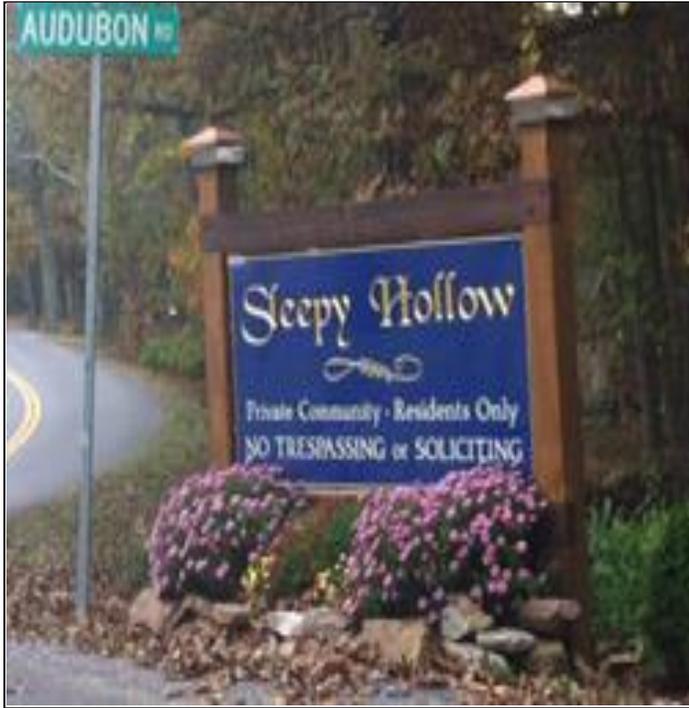


Sleepy Hollow Lot Owners Association Newsletter

www.shloa.com

Dec. 2022



| | SHLOA BOARD | |
|----------------------|----------------|--|
| President | Rick Inclima | |
| Vice President | C.J. Happel | |
| Treasurer | Rick Roscoe | |
| VP Roads | Roger Brown | |
| VP Communication | Zoe Harris | |
| VP Common Facilities | Rose Carpenter | |
| Secretary | Amanda Cooper | |

SHLOA BOARD MEETINGS

A notice announcing the Date, Place & Time of a Board Meeting will be placed on the bulletin board at the mailboxes approximately 10 days before each meeting. If you have any questions, please contact a board member.

TO CONTACT THE BOARD: Please address all issues to the Board in writing.

Send your correspondence to:

SHLOA

65 Audubon Road

Hedgesville, WV 25427

email: sleepyhollowhoawv@yahoo.com

EMERGENCY NUMBERS

FIRE or Emergencies: Call 911

Morgan County Sheriff Non-emergency 304-258-1067

Berkeley County Sheriff Non-emergency 304-267-7000

State Police/Martinsburg 304-267-0000

State Police/ Berkeley Springs 304-258-0000

Div. of Natural Resources; Enforcement 304-267-0037

*****Remember, SHLOA is not a law enforcement agency*****

You need to call the proper authorities when you need help.

FROM THE BOARD

A MESSAGE FROM YOUR PRESIDENT

As we close out another year, I want to thank the Board of Directors and all the residents who help make Sleepy Hollow a pleasant and livable community. Maybe you volunteered to help out with a community project, participated in a community event, helped out a neighbor in need, or picked up a bit of trash from the roadside. Every effort, both big and small, makes a difference in our community. Thank you!

As a reminder, the SHLOA Board meets monthly (2nd Saturday @ 10:00am) throughout the year to approve expenditures, discuss needs and address matters affecting Sleepy Hollow. And of course the Board also conducts necessary business between monthly meetings via email, written correspondence, and phone. Now that winter is setting in, we will again be holding our monthly Board meetings via Zoom until the weather warms. Due to Zoom time limits and the challenges of conducting efficient on-line meetings, owners are requested to submit any non-emergency issues to the Board in writing via email (sleepyhollowhoawv@yahoo.com) or by mail to SHLOA, 65 Audubon Road, Hedgesville, WV 25427. The Board will review all correspondence received and respond directly to the submitting owner(s) via email or mail.

Speaking of the Board, I am pleased to announce that Roger Brown has rejoined the Board as VP of Roads. Mr. Brown graciously volunteered to fill the remainder of the term due to the Oct. resignation of former VP Roads Larry Znaniecki. The Board unanimously approved the appointment of Roger Brown on November 8th and we welcome him back to the Board of Directors.

In the next Newsletter (1st Quarter 2023) we will publish a *Call for Resumes*. This is YOUR opportunity to submit a resume and have your name added to the ballot for election. Ballot elections are conducted by mail during the 2nd Quarter, with the newly elected Board of Directors beginning its term in June 2023. Please consider running for one of the four positions up for election in 2023. We need your talents, input and participation. As the saying goes, “nothing happens by accident.”

In closing, let me express my appreciation to members of SHLOA Board for their ongoing efforts and professionalism in making Sleepy Hollow a great place to live and enjoy. It is a privilege to work alongside such smart and dedicated individuals. And thanks again to all in our community who have helped our community in big ways and small. Keep up the good work!

Wishing you and your family a safe and enjoyable holiday season and a great New Year ahead.

Rick Inclima

TREASURER'S REPORT

The year 2022 has been a financially challenging year due to several unbudgeted items. We had to trim and remove trees encroaching on the roads, had legal expenses for a major lawsuit involving a potential trailer park (should be over early 2023), added new sand at beach, paid for dam inspection and related work, and experienced a major road washout on Maverick. The cost for these items was in excess of \$48,000.00.

What is frustrating we have property owners owing SHLOA \$45,000.00 plus in outstanding dues. We are doing everything legally possible to collect them; however, going through the property judgment and the lien process takes time. We will continue these efforts and will not give up.

Rick Roscoe

VP COMMON FACILITIES

Thank you to everyone who participated in the annual Trunk or Treat event held in the ballfield this year. I received some great feedback from everyone stating they had a great time and were so pleased to see more participation this year. It was wonderful to see all the kiddos dressed up in costumes as well as some of our residents getting into the spirit and dressing up in costume to give out goodies. I look forward to future community events. These events are a great way for all of us to get to know our neighbors and have some fun as well. I also want to thank everyone for helping to keep the lake area as well as other common areas clean. Keeping these areas clean of trash, etc. helps to keep the critters away as well as maintaining the beauty of our wonderful neighborhood. I welcome all ideas as well as assistance if anyone wants to donate some of their time to help with events, etc. Join the Common Facilities committee. Contact me for more details.

Rose Carpenter

Please Join Us for Santa Event

COCOA, CANDY CANES AND COOKIES

WITH

SANTA

SATURDAY, DEC 17TH AT 3:00PM

IN THE BALLFIELD

For additional information, residents may contact VP of Common Facilities Rose Carpenter.

New Snow Removal Contractor Selected for 2022-23 Season

This summer, the Board of Directors solicited bids for our 2022-23 snow removal contract. We are pleased to announce that the Board unanimously approved the snow removal bid submitted by Mountain Lake Landscaping, LLC.

Please join the Board in welcoming Mountain Lake Landscaping as our new snow removal contractor. Mountain Lake will follow Sleepy Hollow's long standing snow removal policy; a summary of which is published below.

Residents can help make this transition with our new contractor smooth and efficient by following the "How You Can Help This Winter" procedures published below.

Sleepy Hollow Snow Plowing Policy

SHLOA follows a long-established policy regarding the plowing of roads during winter weather. The policy, which is embedded in our snow removal contract, provides that roads are plowed whenever the depth reaches 3 inches anywhere in the development. We have unpaid volunteers checking on snow depth throughout the community, especially in the problem areas. Per the policy, roads will not be plowed when snowfall is less than 3 inches. Please drive carefully on winter roads and allow extra travel time during weather events.

SNOW REMOVAL

*****How You Can Help This Winter*****

- **Remove** all vehicles from the roadway to facilitate plowing and treatment of road surfaces.
- **Do not** park in cul-de-sacs because plow trucks need to turn around and need places to push snow.
- **Do not** attempt to plow roads yourself. This can damage the roads and impede drainage.
- **Do not** apply salt to unpaved roads; salt will create significant and costly damage and turn unpaved roads to mush.
- **Please** be patient with our contractors and the SHLOA Board; we are doing our best to provide these services.
- **Please** check in on your neighbors for their safety.

Thank you!

CAUTION: Do Not Apply Salt on Unpaved Roads

Unfortunately, there are limited options for dealing with ice on unpaved (dirt) roads. Ice cannot be plowed down to dirt level. The only viable option is to spread cinders. Salt CANNOT be used on dirt roads, it will make a bad situation MUCH, MUCH worse. There are cinder barrels placed throughout the neighborhood for resident's use on icy roads. Please avail yourself to some when ice is forecast.

Applying salt to dirt roads will make them mushy, muddy and virtually impassable. Such damage often requires the hiring of a contractor to excavate and resurface the area. SHLOA will have no choice but to hold persons spreading salt on our unpaved roads liable for such costs. Please do NOT apply salt on unpaved roads! Thank you and have a safe winter.



SHLOA Adopts Policy Guidelines and House Rules on Rentals

In consultation with the Association’s legal counsel, the Board of Directors has adopted the following Policy Guidelines and House Rules on rentals. These guidelines and rules are applicable to all rentals within Sleepy Hollow:

Policy Guidelines Regarding Lot Rentals

Statement of Board Authority

This Association, as successor to the developer of Sleepy Hollow Subdivision, is vested with the authority and duty of restrictive covenant enforcement for the development. Under West Virginia Code § 36B-3-102(1) the Association is empowered to adopt rules regarding the covenants. Under West Virginia Code § 36B-3-103(a), the Association’s Board of Directors is authorized to act on behalf of the Association except where limited by the Declaration of Covenants or the Bylaws of the Association. The Bylaws of the Association as adopted on September 15, 1979, and June 25, 1985, do not limit the authority of the Board to adopt rules and, in fact, the Amended Bylaws adopted on May 15, 1997, Article IV, Section B.5. specifically empower the Board to “[a]dopt and publish Guidelines governing the use of Common Facilities by Members and their guests thereon.”

Statement of Law Applicable to Sleepy Hollow Restrictive Covenants

The Board finds that the manifest purpose and intent of the covenants governing the lots in the Sleepy Hollow community, when properly read as a whole, is to preserve the character and nature of this development as a stable residential community, free from transient use and occupancy, free from commercial like activities and free from uses that may become an annoyance or tend to interfere with the security of lot owners in their property. The restrictive covenants are expressly designed to protect property values and amenities for the single-family dwelling use for which they were intended. Paragraphs 4, 5, and 6, of the said Declaration titled “Plats, Dedication and Restrictive Covenants” read, in pertinent part as follows:

“(4) No building of a temporary nature shall be erected or placed on any of said lots...”, “(5) Not more than one residence shall be erected on any one lot...” and “(6) All of said lots shall be used for residential purposes only...”

In a recent (2021) decision of the Circuit Court of Morgan County, the Honorable Judge Debra McLaughlin presiding, the following finding was made regarding the restrictive covenants of Sleepy Hollow:

“Consistent with maintaining the residential character of the community, the covenants clearly prohibit the temporary or transient use of a lot for purposes other than residential occupancy in a permanent home or dwelling house.”

Further the Court found:

“The unambiguous intent and purpose of the restrictive covenants is that Sleepy Hollow be developed and maintained as a residential community free from commercial and commercial like activity.”

Clearly, homes that are rented out and/or occupied for use as a single-family permanent dwelling do not lose their single-family residential character. Were an individual to purchase a lot for the sole or principal purpose of establishing it for hotel-like short term rental use, thus creating a commercial purpose instead of a permanent single-family residential use for the lot, such scheme would appear to violate the purpose and intention of the Covenants. Likewise, it has been determined that conversion of a home to a rooming house for rental of separate rooms is a violation of the single-family residential use covenant. *See Wallace v. St. Clair*, 147 W. Va. 377, 127 S.E.2d 742 (1962).

Statement of Board Policy Regarding Rental Units

This policy statement is designed to render the owners of units, together with their Renters, responsible for compliance with the restrictive covenants governing this development and with the House Rules For Renters accompanying these Guidelines. As used in this Policy Statement, “Rental,” “Rentals” and “Renting” refers to the practice of permitting a third party or parties who are not closely related to the owner by blood or marriage, to occupy the owner’s residence, with some form of compensation, either monetary or quid pro quo. Unit owners remain responsible to see that their guests and family members comply with the restrictive covenants and the applicable House Rules accompanying these Guidelines.

The Board recognizes that every lot owner enjoys the right to enforce the restrictive covenants. And, on occasion, a violation of a restrictive covenant may occur for which the Board does not deem it appropriate to expend Association resources. Nonetheless, a member or group of members may choose to bring an enforcement action for a violation of the Restrictive Covenants without the Association’s participation.

Board’s Position Statement On Prohibited Rentals

The Board of Directors finds that the purchase of a lot for the sole purpose of renting it out for short term, hotel like Rentals from day to day or week to week, will constitute a violation of the covenants. Moreover, the conversion of a unit from a single-family dwelling to a rooming house for rental of separate rooms will constitute a violation of the covenants. Wallace v. St. Clair, 147 W. Va. 377, 127 S.E.2d 742 (1962).

Regarding all other Rentals of units within the jurisdiction of the Association, the Board adopts the attached House Rules For Rental Units. All Rental agreements of lots, whether, oral or in writing, must be accompanied by a copy of the attached House Rules For Rental Units, which must be signed in agreement by at least one responsible third party occupying the unit. These Guidelines and the House Rules For Rental Units accompanying them shall serve to guide the covenant enforcement authority of the Association, its members and the Board of Directors. The Association shall post these Guidelines on its website and provide a copy of these Guidelines and the House Rules to any requesting owner and to any requesting Renter.

Enforcement

In accord with the restrictive covenants governing Sleepy Hollow of record, the Association may bring an action at law or in equity against any lot owner who violates the provisions of these Guidelines. Lot owners are responsible for the actions of those Renting their units and are therefore subject to penalties for violations by Renters. The Association shall be entitled to recovery of its reasonable attorney fees and expenses in bringing such action.

In addition to the right of the Association to institute a court action for enforcement of these rules, the owner/member or members of the Association found to be in violation are subject to a fine in the amount of \$50.00 per day for each day in which the violation continues.

All fines and assessments for attorney fees incurred in the enforcement of these rules shall constitute a lien against the real estate of the owner/member(s) found in violation.

Certification of Adoption

I hereby certify that this Interpretative Rule Regarding Short Term Rentals has been duly adopted by the Board of Directors of this Association on the 24th day of October, 2022. [//signed//]

House Rules For Rental Units

- 1) All Lot owners and Renters of units must comply with these Rules including the Restrictive Covenants which are hereto appended.
- 2) All Lot Owners who Rent must provide their tenants with a copy of the restrictive covenants and these Rules to help ensure such compliance.
- 3) Tenants are expected to demonstrate the same respect for their neighbors and the neighborhood as should rightfully be expected of owners who occupy their residences, consistent with the restrictive covenants and the single-family residential character of the neighborhood.
- 4) Solicitations and invitations for Rentals through third party mediums and/or agents shall include reference to the fact that the Rental agreement will include house rules mandated by the Association.
- 5) The owners of Rentals will be jointly responsible together with their Renters to ensure that all occupants of the unit comply with the Restrictive Covenants and these House Rules For Rental Units.
- 6) The owners of Rentals are required to provide the Association with their current contact information, including an email address or a telephone number, at which they may be contacted by the Board or its designee in the event of a violation of the restrictive covenants or the House Rules For Rental Units.
- 7) When not on the property of the Owner/Tenant, dogs must be kept on a leash. Dog feces must be removed and properly disposed of. “Vicious dogs,” and “Habitually Barking, Howling or Yelping Dogs” as defined by the Berkeley County Dog Ordinance adopted on August 1, 2010, ¹are declared a nuisance under the Restrictive Covenants.
- 8) The willful making or causing to be made continued loud, unnecessary and unusual noise which disturbs the peace and quiet of any neighbor or causes discomfort or annoyance to any neighbor and any violation of the Morgan County Noise Ordinance adopted on May 1, 2007, is declared to be nuisance activity prohibited by the Restrictive Covenants.
- 9) All Rentals must be serviced by contracted trash pick-up which is provided by Apple Valley Waste, the Public Service Commission’s authorized trash service in the development. The Owners of Rental Units must secure an adequate number of trash containers and Renters must properly dispose of all trash in the containers provided and take any excess trash with them when they leave the unit.

¹ Editorial Note: Reference is made to the Berkeley County Dog Ordinance to define terms and resolve any dispute over the terms used herein. The Morgan County Dog Ordinance does not address these matters.

- 10) Tenants are expected to respect and comply with all posted rules governing the use of roads and Common Facilities.
- 11) Tenants must have a physical copy of a valid Lake Pass in order to access the lake. The owners of Rentals are responsible for obtaining Lake Passes (from the VP of Common Facilities or its authorized representative) and assuring same are returned to the Owner by the Tenant upon expiration of rental term.
- 12) Tenants must comply with all state and local statutes and ordinances concerning campfires, open burning, hunting, and firearms.

Certification of Adoption

I hereby certify that this House Rules for Rental Units has been duly adopted by the Board of Directors of this Association on the 24 day of October, 2022. [//signed//]

Reminders regarding ATVs and road use in Sleepy Hollow

The SHLOA Board would like to remind all residents and visitors that community roads are open to a variety of uses by both vehicles and pedestrians. At any given time, one can expect to encounter commuter/commercial vehicles, ATVs/off-road vehicles, pedestrians, kids, pets on leashes, as well as the abundant wildlife. **The speed limit is 20 mph on all roads.**

Never assume pedestrians hear vehicles approaching from behind. Always slow down and yield to pedestrians and any oncoming traffic. Please be aware that there are numerous culverts and drop-offs that can often be difficult to spot by ATV riders because of vegetation or fallen leaves. Injuries and accidents can occur during operation of ATVs/off-road vehicles. As such, ATV/off-road vehicle drivers must observe posted speed limits and at all times operate in a safe and responsible manner.

Additionally, the Board has received reports of off-road vehicles illegally accessing private property in Sleepy Hollow. Off-road vehicle/ATV operators must respect the property rights of others and not trespass on private property. ATV/off-road vehicle users are reminded that under WV law, lots less than 5 acres (all lots in Sleepy Hollow) that contain a dwelling house are considered “posted property” for the purpose of being prosecuted for trespass that carries a minimum \$100 fine. As such, property owners are not required to give notice by posting “No Trespassing” signs or to necessarily be present at the time of violation (readily available surveillance devices) to report offenders to the police.

A Special Thank You!

On behalf of the Board of Directors and our community, we take this opportunity thank Larry Znaniecki for his years of service on the Board of Directors. Larry had served several terms, first as Vice President and then as VP of Roads prior to his Oct. 1, 2022 resignation. Larry and his wife Beth have relocated to PA and their presence and activism on behalf of the community will be sorely missed. Thank you Larry for a job well done, and all the best to you and Beth in your new home!

TRUNK OR TREAT 2022

Trunk or Treat festivities were held on October 29th at the ball field. Many residents, both young and old, turned out to celebrate Halloween in a safe and family-friendly environment. Residents came supplied with plenty of candy and treats to share. A special thanks to VP of Common Facilities Rose Carpenter and her helpers for planning this fun and enjoyable event. And many thanks to all the families who participated and shared sweets and treats. A good time was had by all!



Emergency Road Repairs; Maverick Road

Following significantly heavy rains the weekend of September 10-11, 2022 SHLOA was forced to shut down Maverick Road to effectuate emergency repairs due to a catastrophic culvert collapse and subsequent washout. By action of the Board, and in consultation with our contractor, the washout was first protected with a steel plate over the roadway to allow residents limited access and egress to and from their properties. Following these temporary protective measures, our contractor expeditiously brought in the appropriate

materials, equipment, and manpower to effectuate installation of a new culvert pipe and complete the necessary repairs. A special thanks to our contractor, Pentoney Brothers Contracting, for their timeliness, skill and professionalism in addressing this emergency situation.



View from Audubon Rd. of temporary steel plate on Maverick Rd.

Maverick Road surface



Void under road

View of washout under Maverick Road

WEST VIRGINIA CODE

§20-2-58. Shooting across road or near building or crowd; penalty.

(a) In addition to any other prohibitions which may exist by law, it shall be unlawful for any person to shoot or discharge any firearms:

(1) Across or in any public road in this state, at any time;

(2) Within five hundred feet of any school or church; or

(3) Within five hundred feet of any dwelling house: *Provided*, That a person who is a resident of a dwelling house, and his or her authorized guest, may shoot or discharge a firearm in a lawful manner within five hundred feet of the dwelling house where the person lives, if the firearm is being discharged with the express or implied knowledge and consent of all residents of that dwelling house, and no other dwelling houses are located within five hundred feet of where the firearm is discharged; or

(4) On or near any park or other place where persons gather for purposes of pleasure.

(b) Any person violating this section is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than fifty dollars nor more than \$500 or confined in jail for not more than one hundred days, or both fined and confined.

(b) Notwithstanding the provisions of subsection (a) of this section, any person operating a gun repair shop, licensed to do business in the State of West Virginia and duly licensed under applicable federal statutes, may be exempted from the prohibition established by this section and section twelve, article seven, chapter sixty-one of this code for the purpose of test firing a firearm. The director of the Division of Natural Resources shall prescribe such rules as may be necessary to carry out the purposes of the exemption under this section and section twelve, article seven, chapter sixty-one and shall ensure that any person residing in any dwelling home within five hundred feet of such gun repair shop be given an opportunity to protest the granting of such exemption. *Note: WV Code updated with legislation passed through the [2013 1st Special Session](#). The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has not been edited for publication, and is not in any way official or authoritative.*

ALWAYS WEAR SIGNIFICANT AMOUNTS OF BLAZE ORANGE DURING HUNTING SEASON, EVEN ON SUNDAYS!

Also, please don't let your pets roam, especially during hunting season. Both Morgan and Berkeley counties have leash laws, please follow them and help keep your pets and your neighbors safe.

| 2022 Budget as of Dec, 2022 | 2022 BUDGET | YTD | DIFFERENCE |
|----------------------------------|---------------------|---------------------|------------------|
| INCOME | | | |
| 2022 HOME OWNERS ASSESSMENTS | \$139,150.00 | \$125,380.00 | 13,770.00 |
| PAST DUE (2018 AND PRIOR) TARGET | \$5,000.00 | \$6,240.00 | 1,240.00 |
| MISCELLANEOUS INCOME | \$100.00 | \$0.00 | 100.00 |
| OPERATING INTEREST | | \$0.00 | 0.00 |
| REFUNDS | \$0.00 | \$550.00 | 550.00 |
| MAIL BOXES | \$0.00 | \$0.00 | \$0.00 |
| TOTAL INCOME | \$144,250.00 | \$132,170.00 | 12,080.00 |
| RESERVE ALLOCATIONS | | | |
| CAPITAL IMPROVEMENT FUND | \$17,145.00 | \$19,743.00 | 2,598.00 |
| EMERGENCY FUND | \$11,430.00 | \$12,907.50 | 1,477.50 |
| TOTAL RESERVE FUND | \$28,575.00 | \$32,650.50 | 4,075.50 |
| NON BUDGET ITEMS | | \$28,967.52 | |
| FIXED ESPENSES | | | |
| INSURANCE/TAX/LICENCES/PERMITS | \$45,000.00 | \$3,561.45 | 41,438.55 |
| STORAGE | \$600.00 | \$0.00 | 600.00 |
| LIGHTS AT BALLFIELD AND LAKE | \$320.00 | \$291.59 | 28.41 |
| RELIEF STATIONS | \$1,000.00 | \$991.47 | 8.53 |
| COMMUNICATIONS | \$1,800.00 | \$1,688.50 | 111.50 |
| TOTAL | \$48,720.00 | \$6,533.01 | 42,186.99 |
| ADMINISTRATIVE | | | |
| ADMINISTRATIVE/OFFICE SUPPLIES | \$500.00 | \$444.21 | 55.79 |
| COMPUTER, SOFTWARE, OFFICE EQPT | \$150.00 | \$98.80 | 51.20 |
| LEGAL FEES | \$5,000.00 | \$10,500.00 | 5,500.00 |
| TREASURERS/ACCOUNTING/INVOICING | \$3,700.00 | \$1,150.20 | 2,549.80 |
| TOTAL | \$9,350.00 | \$12,193.21 | 2,843.21 |
| ROADS | | | |
| UNPAVED | \$40,000.00 | \$36,090.00 | 3,910.00 |
| PAVED | \$1,000.00 | \$362.80 | 637.20 |
| SNOW REMOVAL | \$12,000.00 | \$4,404.56 | 7,595.44 |
| TOTAL | \$53,000.00 | \$40,857.36 | 12,142.64 |
| COMMON FACILITIES | | | |
| LAKE ATTENDANT | \$5,500.00 | \$6,444.00 | 944.00 |
| LAWN CONTRACT | \$5,100.00 | \$3,015.65 | 2,084.35 |
| MAINTENANCE | \$7,300.00 | \$1,359.17 | 5,940.83 |
| CASUAL LABOR | \$1,500.00 | \$400.50 | 1,099.50 |
| COMMUNITY ACTIVITIES | \$600.00 | \$101.54 | 498.46 |
| TOTAL | \$20,000.00 | \$11,320.86 | 8,679.14 |
| 2022 RESERVE FUND | | | |
| TOTAL 2022 EXPENSES | \$132,170.00 | \$103,554.94 | 28,615.06 |