

**FREQUENTLY ASKED QUESTIONS (FAQs)
ABOUT AMENDING PROTECTIVE COVENANT NO. 22**

WHY ARE WE AMENDING PROTECTIVE COVENANT NO. 22?

The Amendment will allow GSVPOA the right to provide food and beverage services on the Common Property of Glade Springs Village, such as Stonehaven and Woodhaven. The Board of Directors believes that this right, set forth in the Amendment, would be as was intended when the Association took over operation of the Common Property.

IS GSVPOA GOING TO COMPETE WITH GLADE SPRINGS RESORT?

No. At the present time, we are unable to provide any type of food and beverage on any of the Common Property because of a preliminary court ruling. The Amendment is intended to clarify Covenant No. 22 to permit what was intended.

WHAT IS THE DEFINITION OF COMMON PROPERTY?

"Common Property" is defined in the Declaration for Glade Springs Village as "any property (real, personal or mixed) owned or leased by GSVPOA or in which GSVPOA otherwise has possessory or use rights; those areas reflected as such upon any recorded subdivision plat of Glade Springs Village; and those areas so designated from time to time by the Developer and intended to be devoted to the common use and enjoyment of GSVPOA members." Common property includes Stonehaven and Woodhaven golf courses, the Stonehaven Half-Way House and the Woodhaven Clubhouse, pool and tennis courts.

WHAT ARE WE AMENDING IN THE PROTECTIVE COVENANT?

Protective Covenant No. 22 currently reads as follows:

22. Non-Competition. No commercial lot or **"any parcel of land"** subject to these Protective Covenants or to this Declaration shall be used to operate any business which competes in any manner with Glade Springs Resort L.L.C.'s food, lodging, resort, conference, rental or property management businesses, including any timeshare program.

The Resort claims that the highlighted four words **"any parcel of land"** prohibit GSVPOA from providing food and beverage services on the Common Property. The Board wants to amend Protective Covenant 22 as follows:

22. Non-Competition. No Commercial Lot or **Lot** subject to these Protective Covenants or to this Declaration shall be used to operate any business which competes in any manner with Glade Springs Resort L.L.C.'s food, lodging, resort, conference, rental or property management businesses, including any timeshare program. ***The foregoing shall not apply to the Common Property.***

HOW WERE WE ABLE TO PROVIDE FOOD AND BEVERAGE IN 2021 AT THE HAVEN?

In 2021, the Resort agreed to give us a licensing agreement for a fee of \$6,000 to allow us the right to provide food and beverage service at the Haven only. GSVPOA operated the Haven at a small loss because of this fee. The 2021 licensing agreement also required us to seek prior approval from the Resort for any vendors to be used to provide food and beverage service for outside golf events. The licensing agreement expired on October 31, 2021.

HOW CAN I HELP?

Every Property Owner's affirmative agreement and consent is critical to amend Protective Covenant No. 22 to allow GSVPOA to provide food and beverage services on the Common Properties in 2022. If your email is registered with GSVPOA, you will receive an electronic notification and an agreement. You will be able to agree and consent to the Amendment by clicking a button or tab within the email. If you do not have an email on file with GSVPOA, a one-page paper agreement will be mailed to the address of record for your property. This will include a self-addressed stamped envelope. If you need to have a paper agreement mailed to you and did not receive one, please call 304-763-5382 and one will be mailed to you.

IS THERE A TIME LIMIT ON HOW LONG GSVPOA'S ACCEPTING SIGNED AGREEMENTS?

There is no formal time limit. However, your all-volunteer Board of Directors wants to secure your agreement and consent to amend Protective Covenant No. 22 as soon as possible. If that happens, GSVPOA will be able to provide food and beverage services to Members and their guests when golf season begins in 2022. Our goal is to complete the agreement process by March 1, 2022. Please help us reach this goal by signing as soon as possible.

WHERE CAN I ASK A QUESTION IF IT IS NOT INCLUDED IN THIS FAQ?

Please send your question(s) to info@gladespringspoa.com. A volunteer is monitoring this email daily and will see that your question is answered promptly.