

**CAPON BRIDGE'S RIVERSIDE VILLAGE HOA, INC.
BY-LAWS**

Capon Bridge's Riverside Village HOA, Inc. (the "HOA"), Capon Bridge, West Virginia, under the laws of the State of West Virginia.

ARTICLE I

Name, Purpose and Location

Section 1.1 – Name and Location. The name of this corporation shall be Capon Bridge's Riverside Village HOA, Inc., and its objectives and purposes shall be those set out in the certificate of incorporation relating to the management of Capon Bridge's Riverside Village Subdivision. The Corporation is hereby authorized to conduct business in the name of Capon Bridge's Riverside Village HOA, Inc.

Section 1.2 – Location. The principal office of the HOA shall be in Capon Bridge, Bloomery District, Hampshire County, West Virginia. The mailing address shall be Capon Bridge's Riverside Village HOA, Inc., P.O. Box 36, Capon Bridge, WV 26711. Meetings of the members and directors shall be held at the main office of the HOA in Capon Bridge, West Virginia, or such other place as may be designated by the Board of Directors.

ARTICLE II

Membership

Section 2.1 – Annual Meetings. The annual meeting of the members for the election of directors and the transaction of other business shall be held at the main office of the HOA, Capon Bridge, West Virginia, or such other place as the Board of Directors may designate on the second Saturday of May of each year, or at such other time or place as may be fixed by the Board of Directors pursuant to the provisions of law. If, for any cause, an election of directors is not made on the first day of the annual meeting, the Board of Directors shall order the election to be held on some subsequent date, as soon thereafter as practicable, according to the provisions of law.

Section 2.2 – Special Meetings. Except as otherwise specifically provided by statute, special meetings of the members may be called for any purpose at any time on the call of any members constituting in the aggregate, not less than ten percent (10%) of the membership of the HOA. Every such special meeting, unless otherwise provided by law, shall be called by mailing via USPS mails, a written notice stating the purpose or purposes of the special meeting to each member at his/her address appearing on the books of the HOA. No other matter shall be discussed or voted upon at such meeting except the purpose or purposes set forth in the call.

Section 2.3 – Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) days before the date of the meeting by written notice, by or at the direction of the President, or the secretary, or other officer or other persons calling the meeting, to each lot owner of record entitled to vote at such meetings. If mailed, such

notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the lot owner at this/her address as it appears on the lot ownership registration books of the HOA, with postage thereon prepaid.

Section 2.4 – Members. Members of the HOA shall consist of lot owners in Capon Bridge's Riverside Village Subdivision. A quorum is those members representing eight (8) lots of the fifteen (15) lots in the Subdivision.

Section 2.5 – Closing of Ownership Registration Books or Fixing of Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other proper purpose, the Board of Directors of the Park may provide that the lot ownership registration books shall be closed for a stated period but not to exceed; in any case, thirty (30) days. If the lot ownership registration books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such lot ownership registration books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the books, the Board of Directors may fix in advance, a date as the record date for the determination of members, such date in any case to be not more than thirty (30) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action requiring such determination of members is to be taken. If the lot ownership registration books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 2.6 – Eligibility to Vote. No member shall be deemed to be in "good standing" and entitled to vote at any membership meeting or by mail on any issue presented to the membership, if such member shall have failed to pay all dues, fines and other assessments made or levied against said member or his/her lot by the Corporation, together with all interest, costs, attorneys fees, penalties, and other expenses, if any, properly chargeable against the member or the lot at the time that the ownership registration book is closed.

A member is in arrears of any payments owed to the Corporation shall not be in "good standing".

Owners of multiple lots must be current in dues and assessments on all lots; and purchasers of lots at tax sales must have paid, as applicable, initiation and other fees, and back the current dues for each and every lot purchased to me in "good standing".

Section 2.7 – Nominations for Director. Nominations for election to the board of directors may be made by any member of the Corporation entitled to vote for the election of directors. All nominations shall be made in writing mailed to the Election Committee not less than ten (10) days, nor more than ninety (90) days, prior to any meeting of members called for the election of directors; provided, however, that if less than twenty-one (21) days' notice of the

meetings is given to members, such nomination shall be mailed to the Election Committee not later than the close of business of the seventh (7th) day following the day on which the notice of the meeting was mailed. Such notification shall contain the following information to the extent known to the notifying members: (1) the name, lot and block numbers of each proposed nominee; and (2) the name and residence address of the notifying member. Nominations not made in accordance herewith may, in their discretion, be disregarded by the Election Committee.

Section 2.8 – Acceptance of Nominations. Nominations need not be seconded but nominee must declare acceptance in writing and shall be delivered or mailed to the Election Committee within ten (10) days prior to any meeting of members call for election as prescribed in Section 2.1 hereof. In the event an Election Committee does not exist, it shall be a collaborative effort of the employees of the corporation and the seated board of directors to initiate the election process pursuant to section 3.1 hereof and shall be the general managers duty to retain a commercially licensed source to act as the Inspectors of the Election.

Section 2.9 – Inspectors of Election. In accordance with West Virginia Code §31E-7-728 the Election Committee (EC) shall consist of Inspectors of Election which form the Standing Election Committee.

The inspectors shall: (1) call for nominees for Board of Directors; (2) handle the vetting process of all nominators and nominees as members in good standing in accordance with Section 4.3 of these By-Laws; (3) handle all aspects of the candidate packets; (4) sponsor the “Meet the Candidates Forum”; (5) send via USPS mail, transmitted via email, or other applicable electronic delivery the member packet including the Call to the Annual Meeting, Ballots and Proxies; (6) ascertain the number of members entitled to vote and the voting power of each; (7) determine the members represented at a meeting; (8) determine the validity of proxies and ballots; (9) count all votes and proxies; (10) determine the result; (11) any other requests, as they relate to a voting process(es), as requested by the Chairman of the meeting or the Board of Directors including but not limited to Special Meetings, and Vote by Ballot.

In addition, the Election Committee shall continue to verify that all incumbent members of the Board of Directors are in “good standing” and continue to meet qualification criteria in Section 4.3.

In the event that an incumbent director has not maintained “good standing” or no longer meets criteria in Section 4.3, such positions shall be considered vacant and the slate of candidates for election as directors shall be increased accordingly if so directed by the Board of Directors or by a vote of the members for a Call for Nominees.

Section 2.10 – Proxies.

- a) A member is entitled to vote in person or by proxy.
- b) A member entitled to vote by proxy or his or her agent or attorney by fact may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an

electronic transmission of the appointment; to include a copy of State issued photo identification. An electronic transmission must contain or be accompanied by information from which one can be determined that the member, the member's agent or the member's attorney-in-fact authorized the electronic transmission.

c) An appointment of a proxy is effective when a signed form or an electronic transmission of the appointment is received by the inspector of election or the officer or agent of the corporation authorized to tabulate votes. A photographic or similar reproduction of an appointment, or a telegram, cablegram, facsimile transmission, wireless or similar transmission of an appointment received by the inspector of election or the officer or agent of the corporation authorized to tabulate votes is sufficient to effect an appointment. An appointment of a proxy is valid for eleven months unless a longer period is expressly provided in the appointment form.

d) An appointment of a proxy is revocable by the member.

e) The death or incapacity of the member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

f) A corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment. No member may hold as the "designated" or as the "assigned" voter more than five (5) proxy votes for any one meeting. No member who is sitting on the Board of Directors may hold or vote a proxy for another member of the HOA to void conflict of interest. Proxies may only be assigned to individual members in "good standing" and may not be assigned to the Board of Directors as a body. Every proxy shall be revocable. Revocation of a proxy is not binding unless written notice of the revocation is received by the secretary or officer presiding over the meeting for which the proxy is designated, prior to the call of the quorum. Proxies may not be solicited by candidates or their supporters, nor through HOA sponsored publications or mailings, or by using HOA personnel or resources. Any member who is found to be soliciting proxy votes who is a candidate or supporter, or who uses HOA sponsored publications, mailings, personnel, resources or supplies will lose all their voting rights for the meeting for which the proxy was intended, including their regular member lot voting rights for that meeting. The solicitation and/or corruption, in any manner, of proxies will not be tolerated.

Section 2.11 – Quorum. A quorum shall be declared upon the attendance of the members present, either in person or by proxy, at the time the meeting is declared open. A quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A quorum for a meeting of the membership shall require 8 lots of the 15 lots entitled to vote at a meeting of the membership. Any ballot vote requested may be collected anytime during may meeting. All ballots are considered cast once deposited in the ballot box. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of a sufficient number of members to constitute a quorum unless the chair or any other member notices that a quorum is no longer present. If the

chair notices the absence of a quorum, he or she should declare this fact, at least before taking any vote or stating the question on any new motion. Any member noticing the apparent absence of a quorum can and should make a Point of Order to that effect whenever another person is not speaking. Once the lack of a quorum is verified, the meeting shall be adjourned.

Section 2.12 – Voting of Lots. Members are entitled to one vote per each dues-paying lot owned. A majority of the members present and represented, and entitled to vote on the subject matter shall decide every question or matter submitted to the members at any meeting unless otherwise provided by law or by the By-Laws of the HOA. Voting shall be had by a show of hands except where the election of directors is required, and in that event, voting shall be by written ballot and election shall be by the highest number of votes received.

Voting by mail ballot shall be pursuant to Section 2.14.

The following provisions are applicable to both voting at meetings and by mail:

Cumulative voting shall not be permitted.

Lots held in the name of another corporation may be voted by such officer, agent or proxy as the By-Laws of such other corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such other corporation may determine.

Lots held by an administrator, executor, guardian, committee, curator or conservator may be voted by him at a meeting, either in person or by proxy, without a transfer of such lots into his name. Lots held in the name of a trustee may be voted by him at a meeting, either in person or by proxy or by mail ballot.

Lots held by an administrator, executor, guardian, committee, curator or conservator may be voted by him at a meeting, either in person or by proxy, without a transfer of such lots into his name. Lots held in the name of a trustee may be voted by him at a meeting, either in person or by proxy or by mail ballot.

Lots held in the name of a receiver may be voted by such receiver, and lots held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is vested in him by an appropriate order of the court by which such receiver was appointed.

If a lot has more than one owner, but only one is present at any meeting, then that person will be entitled to cast a vote for that lot, unless one of the other owners has submitted a written protest to that vote. If that be the case, then a majority vote of the owners shall determine the vote, or if there is no majority, then no vote will be counted. This same rule applies to proxies.

A lot owner whose lot is under contract for sale, shall be entitled to vote until the lots have been transferred into the name of the purchaser, and thereafter the purchaser shall be

entitled to vote, unless contrary to the terms of the contract. Under such circumstances, the contract shall be dated and filed with the records of the meeting.

Neither lots held by the corporation, the State of West Virginia, nor lots held by the HOA shall be voted at any meeting or counted in determining a quorum or for any other purposes at any meeting.

The HOA resources such as money, publications, mailings, personnel, supplies and equipment shall not be used by incumbents, candidates, or their supporters for soliciting votes, campaigning, or for self-promotion for election.

Section 2.13 – Agenda. The Board of Directors shall create an agenda of business for the annual membership meeting. Any member may request that a matter be placed on the agenda. A member requesting that a matter be placed on the agenda shall notify the President, in writing, of the nature of the matter, not less than seven (7) days prior to the date of the annual meeting.

Section 2.14 – Voting by Mail. The Board of Directors shall have the power to conduct the election for members of the Board of Directors via USPS mail, transmitted via email, or other applicable electronic delivery and for the approval of any such other matters as may be determined from time to time by the membership, and shall have the authority to provide notice to and forward ballots with such notice to members entitled to vote. Nothing herein shall authorize the waiver of the annual meeting of the members as set forth in Section 2.1 hereof.

When a vote is taken by mail ballot, balloting shall be managed by an elections committee. The ballot shall (i) set forth the proposed action; (ii) list the candidates nominated for the Board of Directors with background information for each candidate when the balloting is for the election of directors; (iii) provide an opportunity to specify approval or disapproval of each proposal, except for ballots soliciting votes for the election of directors; (iv) indicate the number of responses needed to meet the quorum requirement; and (v) shall specify the date by which the ballot must be received by an Elections Committee in order to be counted. The date set shall afford members a minimum of thirty (30) days within which to return the ballots to the designated address. Ballots received after the expiration of the thirty (30) day period shall not be counted.

For the purpose of determining members in good standing and entitled to vote in a mail ballot, the Board of Directors shall in accordance with Section 2.5 of this Article, provide a date that the lot ownership registration books will be closed.

Ballots shall be delivered via USPS mail, transmitted via email, or other applicable electronic delivery a minimum of thirty (30) days prior to the required return date of the ballot. If mail, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the address which appears on the lot ownership registration books of the HOA, with first class postage thereon prepaid.

If sent via electronic mail, or such other communication device, notice shall be deemed to be delivered when transmitted to the voting member at his or her email address as it appears on the HOA's records.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals equals a majority of the total votes cast by ballot unless otherwise provided by law or by these By-Laws.

Ballots shall be filed for eleven (11) months after the election, then destroyed.

ARTICLE III

Election of Board of Directors

Section 3.1 – Method. The election of members of the board of directors shall be by plurality as determined by the votes cast by ballot; by mail, other approved electronic means or at the designated meeting called for such purpose.

ARTICLE IV

Directors

Section 4.1 – Board of Directors. The board of directors shall provide general oversight and governance for the duties and responsibility of the corporation's business affairs. Except as expressly limited or prohibited by law or these bylaws, all corporate powers of the HOA shall be vested in, and may be exercised by, said board. The board and officers shall be prohibited from creating or dissolving any other legal entity, such as a corporation, without the affirmative vote of the membership. No single board member shall have the power or authority to hire or terminate a paid staff member without an affirmative vote of the board of directors.

Section 4.2 – Number. The board shall consist of not less than four (4) members.

Section 4.3 – Eligibility. No person shall serve as, be nominated or elected a director of this corporation who, (1) does not own in his own right, individually or jointly, a lot within the HOA; (2) is not current in all dues, assessments and fines as of January 31 of the current year; or (3) is in violation of the A&E standards of the corporation. No person shall serve as a director of this corporation who has evidenced, by documented proof, unfitness by his/her conduct or practice with this or another institution that resulted in a substantial financial loss or damage thereto; has been convicted of any crime involving theft or personal dishonesty. No person shall serve as a director that cannot be bonded or has been denied or declined a fiduciary bond. No person shall serve as a director of this corporation who has ever been convicted of a felony. Any potential candidate must submit to a background check to include criminal and financial to qualify. No more than one co-owner of a lot may serve as a director at the same time. No HOA lot owner may be an employee in the office of the HOA due to conflict of interest and access to personal information within our records.

Section 4.4 – Regular Meetings. The regular meetings of the board of directors shall be held, as a minimum, and without notice, on the second Saturday of each month at 10:00 a.m. at the main office of the HOA or at such other convenient time and place as may be authorized by the chairman, president or vice president from time to time. If time shall be changed, notice change shall be provided to all directors and office staff at a minimum 72 hours' notice. At a minimum of once per month the board shall provide an update to the membership via newsletter and direct email. When any regular meeting of the board falls upon a holiday, scheduled HOA event or membership meeting, the meeting shall be held on the next day, unless the chairman, president or vice president shall designate some other day.

Section 4.5 – Special Meetings. Special meetings of the Board of Directors may be called by the Chairman, Vice Chairman, President or Vice President of the HOA, or at the written notice of two or more directors. Each member of the Board of Directors shall be given at least two (2) days' notice of the date, time, place, and purpose of the meeting. Said notice of each special meeting shall be delivered by telephone, letter, email or in person.

Section 4.6 – Quorum. A majority of the number of directors fixed in Section 4.2 of this Article shall constitute a quorum at any meeting except when otherwise provided by law; but, a lesser number may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. When a quorum is present, the act of a majority of the directors present shall constitute an act of the Board of Directors. The directors present at duly organized meeting may continue to transact business until adjournment, notwithstanding the withdraw of enough directors to leave less than a quorum.

Section 4.7 – Vacancies. When any vacancy occurs among the directors, a majority of the remaining directors, in accordance with the laws of the State of West Virginia, may elect a director to fill such vacancy at any regular meeting of the board or at a special meeting called for that propose. A director elected to fill a vacancy shall be elected for the remainder of the unexpired term on his predecessor or until the next annual meeting of the members if he is elected as a result of filling a vacancy created by increasing the number of authorized directors.

Section 4.8 – Presumption of Assent. A director of the HOA who is present at a meeting of the Board of Directors at which action on any HOA matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 4.9 – Directors Compensation. Each member of the board shall serve without compensation. The corporation shall not lend money to or use its credit to assist its directors nor may it lend money to or use its credit to assist any employee of the corporation.

Section 4.10 – Minutes. The Board of Directors shall cause all minutes of meeting of the members and of the Board of Directors, as well as all reports of any board committees to be

systematically recorded in an approved loose leaf book or ledger. The minutes of the board meetings and reports of the other board committee meetings shall be read and reviewed at each succeeding meeting of the board. The official minutes shall be those prepared by the secretary and no audio recordings shall constitute part of the record.

Section 4.11 – Confidences. All business transacted by the Board of Directors pertaining to members and employees personal information shall be held in honorable confidence, except when demanded or required by proper authority. If any officer or employee, in the opinion of the board, is believed to be in violation of this section of these bylaws, that person shall be liable to immediate removal or discharge by a majority vote of the board.

Section 4.12 – Removal of a Director. Any Director shall be subject to the removal from the board, with cause, by the Board of Directors, prior to a members' meeting if a majority shall vote for such removal.

Cause for removal will include:

- 1) Conduct deemed unbecoming of a board member, to include:
 - a) Documented acts of physical assault or battery, threats/actions of physical violence, threats/actions against personal property, extortion, and/or the use of coercion against other directors, corporation members and/or employees.
 - b) A documented pattern of abuse of position/authority to include succeeding in obtaining rights, privileges and/or concepts they wish to have or achieve, etc.
- 2) Failure to regularly attend board meetings unless health, serious family conflicts or employment temporarily prevents attendance.
- 3) Conviction of a felony.
- 4) Ceasing to qualify as a director under State Laws.
- 5) Violation of Section 4.3.
- 6) Interfering with any aspect of an election. To include but not limited to, ballot/proxy tampering, committee stacking and/or swaying voter turnout.
- 7) Tampering with personal files of Directors, HOA members and/or employees of HOA. Tampering is defined as:
 - a) The unauthorized removal of such files;
 - b) The unauthorized removal or destruction of items contained in such files;and/or

- c) Disclosure of personal or financial information contained in such files.

Any Director, whose removal at a special meeting of the Board has been proposed, shall be given at least five (5) days' notice of the calling of the meeting and the purpose thereof; and given an opportunity to be heard at the meeting. The term of any officer or Director who becomes more than thirty (30) days delinquent in payment of dues, special assessments or fines shall automatically terminate on the thirty-first (31st) day.

At an annual meeting or a special meeting of the membership called expressly for that purpose, directors may be removed with or without cause by the majority of the members in "good standing", present and entitled to vote.

Any Director removed WITH cause will be ineligible to seek office for a minimum of four (4) years to a maximum penalty of a lifetime ban if so imposed as a result of a majority vote of the membership entitled to vote at an election of directors. Any vacancies caused by said actions in this By-Law will be filled in accordance with guidelines provided in Section 4.7 - Vacancies.

Section 4.13 – Tenure of Directors. A member of the Board of Directors shall serve for a period of two (2) years and thereafter until a successor is elected and qualified, unless he is removed or resigns from the Board. The Board of Directors shall be elected so as to create a staggered board, and the initial board may adjust the initial tenure of the Board of Directors to create such staggered board.

Section 4.14 – Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors, the Chair of the Board of Directors or the HOA. The resignation is effective when the notice is delivered unless the Board of Directors agrees to a later effective date.

ARTICLE V

Committees of the Board

Committee Membership, General Rules and Responsibilities.

All members in "good standing" (as defined in Section 2.6 – Eligibility to Vote) are encouraged to participate in the HOA sponsored committees. Each HOA sponsored committee will:

1. Be approved in writing by the sitting HOA Board of Directors at the time of formation of such committee.
2. Select a chairperson from within the committee membership who is not a sitting member of the Board of Directors.
3. The committee chairperson must be a member in "good standing" as defined in Section 2.6.
4. A committee chairperson can be removed by either:

- a. A majority vote of the committee membership, or
- b. A majority vote of the HOA Board of Directors when such committee chairperson has exhibited due cause for removal as defined in Section 4.12 – Removal of a Director.

Unless otherwise specified in the By-Laws, no sitting Board member shall serve as a member of a committee. This provision is designed to prevent undue influence on the committee. The committee may choose to ask a Board member to serve as a liaison.

Each committee will be responsible for keeping minutes of all committee meetings and posting copies of such in a binder to be kept in the HOA office. Said binder will be made available for review in the office area to any HOA member upon request, however, the binder will not be allowed to be removed from the office by anyone other than a current member of the respective committee, and requests for copies of any committee minutes or materials must be submitted in writing to the sitting committee chairperson and approved by said committee membership.

At a minimum, the chairperson (or a designated representative) of the committee will provide a status report to the members and Board of Directors at an open meeting of the Board of Directors no less than three times within the season.

If the committee determines they have a subject which warrants discussion with the Board of Directors, the committee chairperson (or a designated representative) may request to meet with the Board for such discussion during one of the Board's executive sessions.

Section 5.1 – Architectural and Environmental Control Committee. There may be a standing committee of this HOA, appointed by the Chairman of the Board or President, referred to as the A&E Committee and the committee will promulgate and enforce the General Architectural and Environmental Standards of the HOA providing for the improvement, security and use of the property under the control of the HOA. The second Vice-President shall serve as Chairman of the committee.

Section 5.2 – Examination and Audit Committee. There may be a standing committee of the HOA known as the Examination and Audit Committee. Members are to be appointed annually by the Board of Directors to assist the Board in oversight of operations, investments and maintenance of the HOA. The Committee shall consist of not less than 3 or more than 5 members who are in good standing, and shall meet all of the requirements of the candidate to the BOD. No active members of the BOD shall serve on this committee. The current President, Chairman, or Treasurer of the BOD shall serve as the Board's liaison to this committee. A complete audit of the HOA by a certified public accountant firm who is licensed and insured in the State of West Virginia shall be completed annually. The results of such examinations shall be sent directly to the BOD and shared with the Examination and Audit Committee as well as the Finance Committee.

Furthermore, it shall be the responsibility of the Examination and Audit Committee, (EAC) to monitor modifications to the operations or the HOA as it relates to the findings of the HOA's audit or review. The EAC shall report to the BOD and to the membership collectively any instances of non-compliance or deviation from the recommendations as outlined in the audit report.

Section 5.3 – Executive Committee. There may be an Executive Committee, appointed by the Chairman of the Board or President, to be comprised of either all of the members of the Board of Directors or not more than five (5) not less than three (3) members of the Board of Directors to be selected in rotation from all the members of the Board of Directors in such manner that all directors shall serve on the executive committee during the term of office on the Board of Directors. The Executive Committee shall have and exercise, subject to the control of the Board of Directors, all of the powers of the board, except that the Executive Committee may not amend the articles of incorporation, or recommend any action to the members. A majority of the members of the Board appointed to the Executive Committee shall constitute a quorum for the purpose of transacting business. The Executive Committee may meet at any place in the State of West Virginia designated by it and may prescribe what, if any, notice shall be given of the meetings. The Executive Committee shall keep accurate minutes of its proceedings.

Section 5.4 – Recreation Committee. There may be a standing committee of this HOA known as the Recreation Committee, appointed by the Chairman of the Board or President. The committee will advise the Board on all matters pertaining to the recreational programs and activities and use of the recreational facilities of the park, and shall perform such other functions as the Board, in its discretion, determines. The Chairman of this committee will be appointed by the President or Chairman of the Board.

Section 5.5 – Traffic and Safety Committee. There may be a standing committee of the HOA known as the Traffic and Safety Committee, appointed by the Chairman of the Board or President. The committee will advise the Board on all matters pertaining to the traffic control and HOA safety, to include security of the HOA, and shall perform such other functions as the Board, in its discretion, determines. An 11:00 p.m. curfew shall be in effect at the recreational complex, and all other common areas, except when HOA sponsored activities are being held. The Chairman of this committee will be appointed by the President or Chairman of the Board.

Section 5.6 – Ways and Means Committee. There may be a standing committee of the HOA known as the Ways and Means Committee, appointed by the Chairman of the Board or President. The committee will coordinate all matters pertaining to the fund raising activities of the HOA, and shall perform such other functions as the Board, in its discretion, determines. The Vice President shall serve as Chairman of this committee.

Section 5.7 – Finance Committee. There may be a standing committee of the HOA, appointed by the Chairman of the Board or President from a pool nominated by the members, known as the Finance Committee, to advise the board on budget formulation and short and long-range financial planning, including contracting for services, reserves, and the need for dues and assessments and shall perform such other functions as the Board, in its discretion, determines. The committee shall consist of the Treasurer of the Corporation, who shall serve a term of two (2) years, and a director of the Corporation, who shall serve a term of two (2) years, and three (3) to five (5) members who shall not be directors, who shall serve a term of five (5) years who may be reappointed. The Board of Directors shall periodically inform the members either through the newsletter, at a regular membership meeting, or at a special membership meeting called for the purpose, of the advice and recommendations of the Financial Committee.

Section 5.8 – Planning and Development Committee. There shall be a standing committee of the HOA, appointed annually by the Chairman of the Board or President, known as the Planning and Development Committee (PAD), to advise the board on short and long-range development of the HOA including land use, facilities, and activities and shall perform such other functions as the Board in its discretion, determines. The committee shall consist of not less than two (2) directors, one of which shall be the Vice President and three (3) to five (5)

members who shall not be directors. Planning shall be based on mail surveys of the membership and shall consider all age groups. The committee shall formulate a long-range plan with milestones for development which can be implemented in phases depending on funding. Planning shall not include land sales.

Section 5.9 – Land Sales Committee. There shall be a standing committee of the HOA, appointed annually by the Chairman of the HOA or President, known as the Land Sales Committee, to implement an annual land sales program for the Corporation, including annual revision of the HOA Housing and Urban Development (HUD) report and shall perform such other functions as the Board, in its discretion, determines. The committee shall consist of not less than two (2) directors, and three (3) to five (5) members who shall not be directors.

Section 5.10 – Other Committees. The Board of Directors may create, from time to time, other committees, for such purposes and with such powers as the Board may determine. Unless otherwise specified by the Board of Directors or these bylaws, three (3) committee members will constitute a quorum of any board appointed committee.

Section 5.11 – Removal of Members. All members of a committee appointed by the Board of Directors, including the executive committee, shall serve at the will and pleasure of the Board of Directors, and may be removed at any time, with or without cause, by the Board of Directors and such action shall be conclusive on the member so removed.

Section 5.12 – Bylaws Review Committee. There shall be a standing committee of the HOA known as the Bylaws Review Committee. This committee will:

1. Review current and/or proposed RBMC Bylaws and Uniform Member Code to ensure said are in congruence and compliance with existing West Virginia Law (WV Code ME and 3613), as well as the RBMC Covenants & Restrictions (Declarations).
2. Conduct research and review applications of said Bylaws and codes in conjunction with current business and social practices, and where deemed necessary by said committee, make recommendations for change, amendment, addition of new, and/or deletion of existing Bylaws and/or codes.

Section 5.13 – Appeals Committee. There shall be a standing committee of the HOA known as the Appeals Committee, which will meet as necessary. The committee shall consist of not less than 3, nor more than 4 HOA members who shall remain in good standing. The committee shall hear appeals, duly filed as specified in the Appeals SOP (standard operating procedure), in regards to citations and fines. The decision of the committee may be appealed, if duly filed, to the Board of Directors if the member so chooses.

Section 5.14 – Pass Policy Committee. There may be a standing committee of the HOA known as the Pass Policy Committee, which will meet as necessary. The committee shall be comprised of volunteer members of the HOA. The committee shall be responsible to review all matters concerning the HOA pass policy, including but not limited to, pass pricing, allowable number of passes and formatting of passes. The committee shall consider pass policy revisions and changes on the recommendations from any and all HOA members as well as its own and upon consensus of necessary changes, if and exist, present these recommendations to the membership for approval at the annual meeting, a special meeting called for that purpose, ballot or by any manner permitted under West Virginia law.

ARTICLE VI

Officers and Employees

Section 6.1 – Chairman of the Board. The Board of Directors shall appoint one of its members to be Chairman of the Board to serve at the will and pleasure of the Board. The Chairman of the Board shall preside over all meetings of the board and shall insure all policies and actions; adopted or approved by the Board of Directors are implemented. He shall provide general oversight and executive powers, as well as the specific powers conferred by these bylaws. He shall also have and may exercise such further executive powers and duties as from time to time may be conferred upon or assigned to him by the Board of Directors.

Section 6.2 – President. The board of directors shall appoint one of its members to serve as president who shall be charged with the general oversight and care of the property, and the management for the corporation, subject to the provision of these bylaws and to the control of the board of directors. He shall sign, execute and deliver on behalf of the HOA all papers necessary to be signed, executed and delivered in carrying on the business of the HOA, and such other papers as he may be directed to sign by the board of directors. He shall also have, and may exercise, such further duties as, from time to time, may be assigned to him by the board of directors.

Section 6.3 – Vice President. The Board of Directors may appoint one or more Vice Presidents. Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors. The Vice President shall be designated by the Board of Directors, in the absence of the President, to perform all of the duties of the President. The Vice President will be responsible for the Ways and Means Committee. This committee is responsible for the activities in the HOA such as bingo, raffles, parties and dances, and the different ethnic dinners, etc.

Section 6.4 – Treasurer. The board of directors shall appoint one of its members to serve as treasurer. The treasurer shall be responsible for the financial documents of the HOA and shall provide for the keeping of proper records of all transactions of the HOA. The treasurer shall also have, and may exercise, any and all of the authority and duties pertaining by law, regulation or practice to the office of treasurer imposed by these bylaws. The treasurer is responsible for having verifications of balance sheets and reconciliations. He shall maintain regular timely correspondence with the corporations designated representative or representatives responsible for said duties. The treasurer is responsible for initiating the notices of delinquent HOA dues. He shall also perform such other duties as may be assigned to him, from time to time, by the board of directors.

Section 6.5 – Secretary. The Board of Directors shall appoint a secretary who shall be the secretary of the board and keep accurate minutes of all meetings. He shall be responsible for authenticating meeting minutes and reviewing current and potential contracts for the corporation. He shall be the custodian of the corporate seal, records, documents and papers of the HOA. He shall also perform such other duties as may be assigned to him, from time to time, by the Board of Directors.

Section 6.6 – Assistant Secretary. This position is to be held by the general manager to facilitate the expeditious handling of emergencies that may arise during the absence of the board. The general manager shall notify all board members of each emergency, and if needed, obtain a telephonic vote for a solution to said emergency. The assistant secretary will work closely with the board of directors and shall attend all board and membership meetings. In the event that a board member(s) are allegedly acting in a manner that could cause a substantial financial loss to this membership, or found to be negligent, it shall be the responsibility of the

assistant secretary to first notify the board of directors in writing. If reasonable measures are not taken to rectify the issue, it shall be the responsibility of the Assistant Secretary to notify the entire membership and call a special meeting if warranted.

Section 6.8 – Other Officers. The President of the HOA may appoint one or more assistant Vice Presidents, one or more assistant Treasurers and such other officers and attorneys-in-fact as from time to time may appear to the President to be required or desirable to transact the business of the HOA. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or may be conferred upon or assigned to them by the President or the Board of Directors. Appointments of these officers must be ratified by the Board of Directors before becoming effective.

Section 6.9 – Tenure of Office. All Officers appointed by the Board of Directors shall serve for one year or for the remaining term until the next annual election at which time the sitting and incoming Board of Directors will nominate *and* select board members to serve as said officers. Change of an officer position(s) held by a board member(s) may be brought about in accordance with accepted parliamentary procedure(s). Any vacancy occurring in any office may be filled in accordance with Article IV — Section 4.7 of these Bylaws.

ARTICLE VII

General Architectural and Environmental Standards

Section 7.1 – Approval of Standards. Pursuant to the Protective Covenants and Beneficial Property Restrictions (the "Covenants") binding upon each and every lot owner or contract owner of a lot in the subdivision, the Board of Directors of the HOA has approved the following General Architectural and Environmental Standards (the "Standards"), promulgated and enforceable by the Architectural and Environmental Control Committee (A&E Committee), providing for the improvement, security, and use of all property under its control. These Standards are meant to clarify certain of those Covenants rather than to amend them.

Section 7.2 – Permanent Residence. All lots shall have a single family home upon them. Vehicles have a box length in excess of forty (40) feet or a box width of twelve (12) feet are prohibited. Not more than one (1) recreational vehicle shall be placed upon any one (1) lot. No structures other than storage sheds designed for the storage of household, camping or garden tools and equipment and constructed of wood or metal, or a combination thereof with exterior square footage (from ground level to roof level) not in excess of one hundred forty-four (144) square feet (2.4384 meters) from adjacent ground level and with roof peak not in excess of ten (10) feet from adjacent ground level, and adjunctive structures (including patios, enclosed porches, summer rooms, lanais, verandas, or enclosed verandas) with a total length not in excess of one hundred percent (100%) of the length of the home to which it is adjunctive, a depth not in excess of twelve (12) feet (3.6576 meters) and whose roof peak is not more than one (1) foot higher than the roof of the home to which it is adjunctive, provided that any roof extending over an emplaced home shall have a clearance of no less than six (6) inches under and peak height of no more than two (2) feet (.6096 meters) over said home and shall not extend more than one (1) foot from the exterior of said home. No such structure and no fence shall be commenced,

erected or maintained upon any lot until the plans and specifications, therefore have been submitted to and approved by the Membership Corporation.

Appeals shall be resolved by the Board of Directors of the HOA. Not more than one single-family home shall be permitted on any one (1) lot. Any variance from the provisions of this paragraph shall be permitted only with prior written authorization of the A&F Committee.

Section 7.3 – Written Permission. Prior written permission concerning the use of additional tents and/or recreational vehicles on a site shall not be unreasonably denied if, (1) the request is for a tent not to exceed one hundred and fifty (150) square feet to be used occasionally for guests, dependent children, and (2) the request is for the right to park on the site an additional recreational vehicle for a period of not more than seven (7) days.

ARTICLE VIII

Specific Standards

Section 8.1 – Cleanliness. Each owner shall keep his lot in a clean, healthful, and safe condition and appearance, and shall maintain the same in accordance with the rules and regulations promulgated from time to time. If an owner shall fail to maintain his premises in accordance with said rules and regulations, then the A&E Committee, after twenty (20) days written notice, shall have the right to enter the premises and take such actions as may be reasonably necessary to correct the infraction(s) or improper conditions(s). The cost of corrective action(s) shall become a special assessment against the member, and the lot(s) in question, and shall be collectible as provided in paragraph five (5) of the Deed Covenants, as amended.

Section 8.2 – Trees. No live trees larger than four (4) inches in diameter shall be removed without the prior written permission of the A&E Committee which, however, shall not unreasonably refuse such permission, and shall grant such permission as will permit owners to reasonably use normal camping equipment.

Section 8.3 – Tree Removal. All owners who remove trees shall be liable for all damages that may result from removal of said trees.

Section 8.4 – Removal of Life. It shall be illegal at any and all times to mar, maim, disturb, or remove any plant or animal life in or along the common areas. Violation of this rule will result in a penalty to the violator. Said penalty shall be established by the Board of Directors of the HOA and shall be enforced by the Second Vice President who is responsible for the Architectural and Environmental standards.

Section 8.5 – Inspection Committee. An Inspection Committee to consist of three members of the A&E Committee and one member of the Health and Safety Committee will be established and empowered to inspect each site to ascertain compliance with the aforesaid Standards. Any site owner wishing to have his site inspected for acceptability may do so by

contacting the A&E Committee. The Inspection Committee, with reasonable notification, may inspect any site at any time.

Section 8.6 – Grass. All grass on a site must be maintained at a height not to exceed six (6) inches. Failure by an owner to comply with this regulation, after being reasonably notified thereof, shall result in his being liable for any expense incurred by the HOA in cutting said grass. Lot owner shall be provided a 20 day notice to comply.

Section 8.6 – Leashless Pets. Any pet found running free will be impounded and taken to a place designated by the Board of Directors. The owner of the pet will be required to pay a five dollar (\$5.00) fine to retrieve the animal. Any pet left beyond three (3) days will be taken to the local pound or humane society.

ARTICLE IX

Sewer Systems

Section 9.1 – Individual Sewage. No individual sewage, garbage, or liquid or solid waste-disposal systems shall be permitted on any lot. All vehicles having sewage drains shall have their drains sealed for the duration of their stay on any lot unless such drains are connected to the approved sanitary systems. Garbage and trash receptacles shall be kept at the rear of all lots.

Section 9.2 – System. "Approved sanitary sewer system", shall apply to the above-ground water supply system and the human-excreta-removal system to be provided by the HOA. This removal is performed by employees of the HOA and at a fee designated by the Board of Directors. Area to sign up for said service shall be posted at the office of the Park.

ARTICLE X

Storage

Section 10.1 – Vehicles. No wrecked, abandoned, discarded, or junked vehicle, trailer, watercraft, equipment, or material of any kind shall be placed or be permitted to remain on any lot.

Section 10.2 – Watercraft. Storage of usable watercraft not to exceed fifteen (15) feet in length shall be permitted on the rear half of a site. Watercraft in excess of fifteen (15) feet should be left at the parking lot in the front of the HOA, or at such site as may be designated for such purpose.

Section 10.3 – Caps. No pickup caps shall be placed on the ground on any site. Cap campers should be elevated as to permit the trucks to back under same.

Section 10.4 – Motorized Vehicles. No motorized vehicle shall be permanently stored or abandoned on any site. Any motorized vehicle that can be stored in an approved shed shall be permitted.

ARTICLE XI
Number of Structure in addition to Primary
Recreational Unit

Section 11.1 – Tool or Storage Sheds. One (1) tool and/or storage shed designed for the storage of household, camping or garden tools and equipment and constructed of wood or metal, or a combination thereof, with exterior square footage (from ground level to roof level) not in excess of one hundred forty-four square feet (144 sq. ft. or 13.278 meters), with height not in excess of eight feet (8 ft. or 2.4384 meters), from adjacent ground level and with roof peak not in excess of ten feet (10 ft.) from adjacent ground level, and should be erected at a suitable place on the rear half of the site. It is mandatory that the shed be well maintained (rust-free, etc.) and anchored properly at all times. EXCEPTION: Construction of a non-metal shed (wood or any other non-metal material) shall be permitted only after the plans therefore have been submitted to the A&E Committee.

Section 11.2 – Fireplaces. One (1) fireplace – while smaller sizes are encouraged, each site may contain one (1) fireplace with maximum exterior dimensions of 3' x 3' x 3'. While common sense should dictate in the placement of a fireplace on a site; the A&E Committee is empowered to inspect any and all fireplaces to insure that their placement does not create a fire hazard.

Section 11.3 – Picnic Tables. One (1) picnic table. The allowable maximum sized picnic table on a site is eight feet (8') in length and four feet (4') in width, or thirty-two (32) square feet.

ARTICLE XII
Architectural and Environmental Standards

Section 12.1 – Authority. Pursuant to Deed Covenant #6, as amended, no fence, structure, grading, or excavation shall be commenced, erected, or maintained upon any site until the plans and specifications have been approved by the Architectural and Environmental Committee

Section 12.2 — Standards. The following standards shall prevail:

1. No fence shall be higher than thirty-six (36) inches, and said fence shall be open type fence such as post and rail, post and chain, etc: absolutely no chain link or wire fence will be erected;
2. No patio shall be constructed in such a manner as to prevent the removal of the Recreational Vehicle from the site;
3. No awning shall be constructed in a manner that creates a permanent fixture to the Recreational Vehicle or that prevents the removal of said vehicle from the site;
4. Waterfront Lot Owners — persons owning waterfront lots shall be permitted to

construct steps not to exceed forty-eight (48) inches in width, of concrete or other substantial material. No structure or piers prohibited by the Army Corps of Engineers shall be allowed;

5. Adjunctive Structure (including patios, enclosed patios, decks, enclosed decks, Florida rooms, lanais, verandas or enclosed verandas) with a total length not in excess of one hundred percent (100%) of the length of the Recreational Vehicle to which it is adjunctive, a depth not in excess of twelve feet (12' or 3.6576 meters) and whose roof peak is not more than one foot (1') higher than the roof of the Recreational Vehicle to which it is adjunctive, provided that any roof extending over an emplaced Recreational Vehicle shall have a clearance of no less than six inches (6") under and a peak height of no more than two feet (2' or .6096 meters) over said Recreational Vehicle and shall not extend more than one foot (1') from the exterior of said Recreational Vehicle.

ARTICLE XIII

Appeal from A & E Committee

Section 13.1 – Approval. The aforesaid Standards shall be acceptable without prior written permission of the A&E Committee. Any deviation from these Standards, not included above, must be requested in writing and have the written approval of the A&E Committee. All plans and specifications must be approved by the A&E Committee prior to construction or installation.

Section 13.2 – Reconsideration. All decisions of the A&E Committee shall be final thirty (30) days after written notice thereof unless a request for reconsideration is filed by an aggrieved member to the Board of Directors.

Section 13.3 – Appeal. All decisions of the Board of Directors on requests for reconsideration shall be final ten (10) days after written notice thereof unless an appeal is filed by an aggrieved member to the Board of Directors of the HOA.

ARTICLE XIV

Indemnification

Section 14.1 – Mandatory Indemnification. Each person who was or is a director, officer, employee or agent of the HOA shall be indemnified by the HOA pursuant to Chapter 31, Article 1, Section 9 of the West Virginia Code, as in effect from time to time, or any other applicable law, against and with respect to time, or any other applicable law, against and with respect to threatened, pending or contemplated actions, suits or proceedings arising from, or alleged to arise from, his actions or omissions as a director, officer, employee or agent of the HOA or of any subsidiary of the HOA or of any other corporation, partnership, joint venture, trust or other enterprise which he served in such capacity at the request of the HOA if such acts or omissions occurred, or were or are alleged to have occurred while he was a director or officer of the HOA.

Section 14.2 – Optional Indemnification. In any situation in which indemnification is not mandatory pursuant to Section 14.1 of Article 14, the HOA may, to the full extent permitted by applicable law, indemnify all other persons whom it has the power to indemnify whether pursuant to Chapter 31, Article 1, Section 9 of the West Virginia Code or otherwise.

Section 14.3 – Binding Effect. Section 14.1 of Article 14 shall be deemed to be a contract between the HOA and its directors, officers, employees and agents who serve as such at the benefit of the heirs, legal representatives, executors and administrators of such directors, officers, employees and agents. Any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of fact then therefore or thereafter brought or threatened, based in whole or in part on any such state of facts.

Section 14.4 – Determination of Right of Indemnification. Any indemnification under Sections 14.1 and 14.2 of Article 14 or these bylaws (unless ordered by a court) shall be made by the HOA only as authorized in the specific case upon a determination that the indemnification of the director, officer, employee or agent is proper under the circumstances and he has met the applicable standard of conduct set forth in Sections 14.1 and 14.2 of Article 14 of these bylaws and also any provisions of Chapter 31, Article 1, Section 9 of the West Virginia Code. (1) Such vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or, (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs; or (3) by independent legal counsel in a written opinion; or (4) by the members.

Section 14.5 – Indemnification Against Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that a director, officer, employee or agent of the HOA has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 14.1 and 14.2 of Article 14, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

Section 14.6 – Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the HOA in advance of the final disposition of such action, suit or proceeding, as authorized by the board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the HOA as authorized in this article.

Section 14.7 – Other Rights and Remedies. The indemnification provided by this article shall be deemed exclusive and is declared expressly to be nonexclusive of any other right to which those seeking indemnification may be entitled by any bylaws, agreement, vote of members, or disinterested directors, any provision of law, or otherwise, both as to action in his official capacity and his action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer employee or agent, and shall inure to the benefits of the heirs, executors and administrators of such a person.

Section 14.8 – Insurance. Upon resolution passed by the board, the Park may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the HOA, or is or was serving at the request of the HOA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a member of a committee or similar body, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such whether or not the HOA would have the power to indemnify him against such or not the HOA would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XV

Director Conflicts of Interest

Section 15.1 – Conflicts. No contract or other transaction between the HOA and any one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose if (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose of approval or ratification without counting the votes or consent of such interested directors; or (b) the fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve or ratify such contract or transaction is fair and reasonable to the HOA, which determination shall be made by a majority vote of the Board of Directors without counting the vote or consent of such interested directors.

Section 15.2 – Voting. Common or disinterested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee, thereof which authorizes, approves or ratifies such contract or transaction.

On any question involving the authorization, approval or ratification of any such contract or transaction, the names of those voting each way shall be entered on the record of the proceedings.

ARTICLE XVI

Members

Section 16.1 – Members. Members of the HOA shall consist of each and every owner or contract owner of a lot in the subdivision, except that the HOA shall not be considered a member on the basis of lot ownership in the name of the respective corporation, its officers, directors or agents.

Section 16.2 – Dues. Annual membership dues shall be collected from the owner or contract purchaser of each and every site in the subdivision and shall be used for the purpose of:

1. Paying for the cost of installing, improving, supplying and maintaining electric, sewer and water services designated to receive same;
2. Paying the costs of constructing, improving, operating, maintaining, repairing, managing and otherwise caring for roads, common areas, and certain facilities at and within the subdivision;
3. Operating the recreational programs and promoting the health, welfare and safety of its members, shareholders, guests, invitees and licensees, all while upon and within the subdivision;
4. To purchase, or in any way acquire for investment or for sale or otherwise, lands, contracts and interest for the purchase, development and sale of lands, buildings, improvements and other interests in real estate situated within the subdivision; and
5. To carry on any business whatsoever that this corporation may deem proper or convenient in connection with any of the foregoing purposes.

Section 16.3 – Initiation Fee. New members shall be required, upon lot pay an initiation fee of two hundred dollars (\$200.00).

Purchasers of lots, who are already members of the HOA, shall be required to pay a twenty-five dollar (\$25.00) account set-up fee for each new lot purchased.

Upon payment of dues, provision of a permanent mailing address, emergency telephone number, and a copy of a deed of conveyance or a valid contract or purchase, a new member shall be issued any passes essential for use of the HOA and its facilities, copy of the Bylaws, A&E Standards, Certificate of Incorporation, Covenants, Rules and Regulations and information on HOA facilities, activities and services.

Section 16.4 – Responsibilities of Members. All members shall be responsible for the destruction of HOA property or personal property when said damage is the direct or proximate cause of the lot owner, family member, guest or invitee. Each member shall be responsible for maintaining lots within the subdivision in accordance with the A&E Standards, the payment of dues and service on any committees so appointed for the betterment of the HOA. Each member shall obey all rules and regulations established by the board to control the actions of their children and be responsible for any damage to the subdivision or to personal property of others.

Section 16.5 – Suspension of Member. During any period in which a member shall be in default in the payment of any dues, charge or assessment levied by the HOA, the voting rights and right to use of the facilities and improvements of the common areas by a member, his delegates and guests may be suspended by the Board of Directors until such assessment has been paid provided, however, that said member shall at all times have the right to access over the private roads in the subdivision to and from his lot. Such rights of a member may also be suspended after notice and hearing for a period not to exceed ninety (90) days for violation of

any rules and regulations established by the Board of Directors and/or the membership governing the use of the common areas and facilities or otherwise relating to the property or its use.

Section 16.6 – Dues and Assessments. (a) Dues shall be established and paid by the class of lots owned in the amount as established by contract subject to modification by the Board of Directors. Dues shall be established with the guidance of the finance committee and the accountants to the HOA and shall be designed to fulfill the needs of the HOA budget, paying such expenses as are reasonable and necessary in fulfilling the duties and obligations of the HOA and its members. At any time prior to any major expenditures, the Board must assure that there will be no deficit spending and shall obtain a minimum of three (3) competitive bids for all contractual arrangements.

Special assessments designed for specific purposes, except for safety and health issues, may be assessed for a designated period of time and collected by the HOA where extraordinary expenses require the generation of income in addition to the budgeted revenues as set forth in the HOA's annual budget, subject to membership approval. The HOA may not borrow money from private individuals, and members may not lend money to the HOA for any purpose.

(b) The Board of Directors shall within thirty (30) days after adoption of any proposed budget:

1. Set a date for the Annual Budget meeting. This date must be set no later than the second weekend of October.

2. Review and approve the proposed budget.

3. Mail, email or make available via delivery the proposed annual budget for the upcoming fiscal year to the membership for review and comment no less than fourteen (14) days and no more than thirty (30) days prior to the Annual Budget meeting.

4. At the Annual Budget meeting provide attending members:

- a. A copy of the prior year's annual budget;

- b. A copy of the proposed annual budget for the upcoming fiscal year;

- c. A copy of the income and expenditures statement; and

- d. A copy of the balance sheet.

5. If requested by the members, brief each line in the proposed annual budget for the upcoming fiscal year.

Members shall submit comments in writing to the Treasurer. Comments must be received no later than ten (10) days prior to the Annual Budget meeting; however, comments received after that date may be considered at the discretion of the Treasurer.

The proposed budget must be approved by a vote of the majority of members present or represented by proxy and entitled to vote at the Annual Budget meeting.

In the event the proposed budget is rejected, the periodic budget last ratified by the members must be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors. (Reference WV 36B-3-103).

Section 16.7 – Collection of Dues. Dues and other assessments which are not paid within thirty (30) days after the date due, shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the HOA shall have a lien against any lot(s) for which dues and other assessments are delinquent and may bring action at law or at equity to collect the same.

ARTICLE XVII

Services Available to Members

Section 17.1 – Services Available. Services available may include, but by no way of limitation, (1) grass cutting, (2) sewer dumping, (3) removal of trailer during flood, (4) winterizing trailers, or (5) propane gas.

Section 17.2 – Charges. The Board of Directors shall determine from time to time, services available and suggest reasonable charges for such services as applicable. The Board of Directors, subject to the approval of the membership, shall levy fees for initiation of new members, installing new hook-ups and any upgrades of utilities, registering golf carts and motorcycles, and sewer dumping over and above routine services, and charge for other special services rendered by the HOA. Fees for registering golf carts and motorcycles shall be on an annual basis. If staff and/or resources are available, charges for the removal of recreational vehicles during flood danger periods shall be determined by the board, based upon costs incurred. Recreational vehicles parked in a flood zone must be parked in such manner that the tongue is facing the access road, and is accessible for connection. Lots requiring the use of a brush-hog must be identified in the office of the HOA prior to requested date of service. Due to members placing trash in open containers, trash pick-up has been discontinued, and each member is required to place their trash in the dumpster located near the front of the HOA subject to posted open hours. The schedule of specific fees and charges for specific services shall be posted in the main office or website on an annual basis. Funds collected for specific fees and charges shall be segregated on the books, but may NOT be commingled with the general fund.

Section 17.3 – New Members. New members will receive an entrance gate pass(es) pursuant to the current member adopted pass policy in effect. In the event a gate pass(es) is lost or damaged, the replacement cost is determined by the current pass policy. When a gate pass is proven to be faulty, the replacement cost will be the responsibility of the HOA.

Section 17.4 – Dues. The dues structure requires the first payment to be paid on or before January 1 of each year, and the second payment to be due on or before May 1 thereafter. A thirty (30) day grace period has been established prior to the institution of collection activities for delinquent dues.

If the total amount of the first or the second payment of dues and other assessments owed on all lots owned by a member are unpaid thirty-one (31) days after the due date, only a two (2) hour lot inspection pass may be issued; no annual or other passes may be issued for use of the common area or elements of the HOA until dues and assessments are paid in full.

No diminution or abatement of dues or special assessments shall be claimed or allowed for lot owner non-use of a dues paying lot or common areas, or inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or from any action law, ordinance or with an order or directive of any governmental authority.

ARTICLE XVIII

Miscellaneous Provisions

Section 18.1 – Fiscal Year. The fiscal year of the HOA shall be the calendar year, unless otherwise determined by the Board of Directors.

Section 18.2 – Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in and on behalf of the HOA by the Chairman of the Board, or Vice Chairman, the President, or any Vice President, or the Secretary, or the Treasurer of, if in connection with the exercise of fiduciary powers of the HOA by and any of the said officers. Any such instrument may also be executed, acknowledged, verified, delivered or accepted in and on behalf of the HOA in such other manner and by such other officer as the board may from time to time direct. The provisions of this section are supplemental to any other provision of these bylaws.

Section 18.3 – Responsibilities of the Board of Directors. It is the responsibility of the elected board to provide general oversight and governing duties and responsibilities of the HOA on behalf of the membership. It is the responsibility of the board to insure that the corporation is ran in the most professional and efficient manner by and through policy and procedures set by the board, to be initiated, executed and enforced by the employees of the HOA. It is the board of directors' responsibility to insure that all documents, procedures, practices of the HOA are in complete compliance with federal and state laws. Under no circumstances will board members be responsible for individual lot construction and/or promises made by the HOA, its officers, agents, or employees to purchasers of real estate within the subdivision. The board will operate the HOA on a sound financial budget, which has been approved by the membership. To insure that ALL members are afforded a safe, pleasant camping recreation experience, with a schedule of activities for members of all ages. It is the responsibility of the board to insure that all "Key"

positions of the HOA are filled at all times and under no circumstance eliminate any "Key" positions without a membership vote ("key" positions are defined as paid positions within the HOA that are leads, senior leads, or managers).

The hours referred to in this section shall mean Standard Time except when Daylight Savings Time is in effect, when such stated hours shall mean Standard Daylight Savings Time.

Section 18.4 – Books and Records. The HOA shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its membership meetings and Board of Directors meeting and shall keep at its principal office a record of its members giving names and addresses of all members and the numbers and classes of lots. Any member upon written demand stating the purpose thereof, shall have the right to examine in person or by agent or attorney at any reasonable time or times for any proper purpose its relevant books and records of accounts, minutes and record of membership and to make extractions therefrom. Upon the written request of any member, the HOA shall mail to such member its most recent financial statement showing in reasonable detail its assets and liabilities and the results of its operations. The books and records shall remain at all times the property of the HOA and no officer or director is entitled to or authorized to remove from the premises of the HOA any original books and records and the HOA shall have the absolute right to make demand upon any officer or director the immediate return of books and records to include copies thereof.

ARTICLE XIX

Bylaws

Section 19.1 – Inspection. A copy of these bylaws with all of the amendments thereto shall at all times be kept in a convenient place at the main office of the HOA and shall be open for inspection to all members during business hours.

Section 19.2 – Amendments. These bylaws may be amended or altered by a majority of the members entitled to vote present in person or by proxy at the annual meeting of the members. They may also be amended or altered by ballot vote either by mail or other approved electronic means or at special meetings of members, but the notice of any such special meeting shall slate the proposed amendment or alteration with a general statement of the nature of the proposed changes therein. At any such special meeting the members attending shall have no power to amend or alter any sections other than those sections so specified they shall have full power to amend the entire section and shall not be restricted to the proposed changes set forth in such notice.

ARTICLE XX

Waiver of Notice

Whenever any notice is required to be given to any member or director of the HOA under the provisions of these bylaws or under the provisions of the articles of incorporation or under the provisions of West Virginia Law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein and filed with the records of

the meeting, shall be deemed equivalent to the giving of such notice. Further, notice of the time, place, or purpose of any meeting of members or directors, whether required by these bylaws or by the articles of incorporation or by West Virginia law, may be dispensed with if every shareholder shall attend either in person or by proxy, or if every director shall attend in person.

Section 20.2 – Voting Via Electronic Means. Members entitled to vote under the provisions of the bylaws, articles of incorporation or West Virginia Code, may elect to sign up in writing by completing and signing a form consenting to electronic delivery and voting (for example, but not limited to, email notification, electronic voting or electronic delivery via HOA website) in lieu of delivery via USPS Mail. This option, when approved and implemented, shall only be available of issues not open to debate (for example, but not limited to, voting for Directors or changes to our bylaws). This option may be revoked by the member at any time in writing by signing the form to opt out. Notification of ballot or ballot sent via electronic mail shall be deemed to be delivered when transmitted to the member at his or her email address as it appears on HOA records. Failure to receive actual notice of an HOA ballot shall not affect the validity of any action taken by such vote. Tabulation of both mail in and electronic votes will be under the administration of the inspectors of election.

ARTICLE XXI

Savings Clause

Section 21.1 – Conformity to Law. If any provision or the enforcement of the performance of any provision of these bylaws shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time where after such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

If any such provision of these bylaws or the application of such provisions to any person or circumstance shall be held invalid, the remainder of these bylaws, or the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 21.2 – Enforcement. The Provisions of these bylaws and the Deed Covenants shall be enforceable by the Officers and Board of Directors of the HOA at any and all times. Any failure by the Officers and/or Directors to enforce the provisions of these bylaws or the Deed Covenants shall not serve as a waiver of the ability of future Officers and Directors to enforce any and all provisions of these bylaws or the Deed Covenants.

ARTICLE XXII

Parliamentary Authority

Section 22 – Authority. The rules contained in the current edition of Robert's Rules of Order, newly revised, shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Corporation may adopt.

These by-laws were adopted by the initial board of directors this _____ day of _____, 2019.

Secretary of the Board of Directors

ATTEST:

Chairman of the Board of Directors

WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: _____

"SOLD AS-IS"

Owner Helen Lewis Date 10-18-21

Owner _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser _____ Date _____

Purchaser _____ Date _____

Parcel: 03 2004400070000 (3-2-44.7)

Tax Year: 2019

Hampshire County, WV

Card 1 of 1

Situs Addr.	91 VILLAGE DR , WV	Property	CAPON BRIDGE	Sheet	2
Owner 1	LEWIS LISA L	Owner 2		Owner Addr.	0 PO BOX 94 CAPON BRIDGE, WV 26711
Detr. Book/Page	499/335	Account		Acresage	0.4000
Land Use	Residential 1 Family	Neighborhood	003B	Tax Class	2
Appraised Bldg Val.	\$112,900.00	Appraised Land Val.	\$43,700.00	Appraised Total Val.	\$156,600.00
Assessed Bldg Val.	\$67,740.00	Assessed Land Val.	\$26,220.00	Assessed Total Val.	\$93,960.00
Homestead Val.	\$0.00	SqFt	1466	Year Built	2011
Total Rooms	5	Bedrooms	3	Bathrooms	2
Half Baths		Add. Fixtures	2	Total Fixtures	8
Basement Area		Recreation Area		Fireplaces	
Mineral Val.	\$0.00	Heating	Central A/C	Fuel	Electric
Legal1 Desc.	.3976 AC LOT 7	Legal2 Desc.	RIVERSIDE VILLAGE SD	Legal3 Desc.	
Sale Price	\$160,000.00	Sale Date	March 28th 2011	Sale Book/Page	499/335

Part	First	Second	Third	SqFt.
A				1456
B	Frame Bay			10
C	Open Masonry Porch			108
D	Wood Deck			24
E	Wood Deck			40

TAXING DISTRICT		LEGAL DESCRIPTION			
Capon Bridge		Riverside Village SD Lot 7			
MAP NO.	PARCEL NO.	LOT SIZE	ACREAGE		
2	44.7		.3976 AC		
OWNER'S NAME		DATE ACQUIRED	DEED BOOK	PAGE NO.	INDICATED SALE PRICE
1	D B D H WV LLC		454	563	
2	Lewis Lisa L	3-28-11	499	335	160,000
3					
4					
5					
6					
7					
8					
9					
10					



•

•

- [Search Help](#)
- [Owner Search](#)
- [Parcel Search](#)
- [Sales Search](#)

Parid: 03 2004400070000 (3-2-44.7)



- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Owner](#)
- [Parcel](#)
- [Dwelling](#)

1

- [Sales](#)

1

•

Owner1: LEWIS LISA, L

Owner2:

CareOf:

Mailing Add.: PO BOX 94

City/State: CAPON BRIDGE, WV 26711

Deed Book/Page: 499/335

[Close](#)



- [Search Help](#)
- [Owner Search](#)
- [Parcel Search](#)
- [Sales Search](#)

Parid: 03 2004400070000 (3-2-44.7)



- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Owner](#)
- [Parcel](#)
- [Dwelling](#)
- [1](#)
- [Sales](#)
- [1](#)
-

Building: 1

Stories: 1.00

Year Built: 2011

SqFt: 1466

Rooms: 5

Bedrooms: 3

Baths: 2

Half Baths: 0

[Close](#)



- [Search Help](#)
- [Owner Search](#)
- [Parcel Search](#)
- [Sales Search](#)

Parid: 03 2004400070000 (3-2-44.7)



- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Search Results](#)
- [Map Link](#)
- [Property Record Card](#)

- [Owner](#)
- [Parcel](#)
- [Dwelling](#)
- [Sales](#)
- [1](#)
- [1](#)
- [1](#)

Neighborhood: 003B

District: CAPON BRIDGE

Map: 2

Parcel: 44.7

Address: 91 VILLAGE DR

City/State: CAPON BRIDGE, WV 26711

Land Use: Residential 1 Family

[Close](#)