

BYLAWS OF DUNCAN'S LANDING OWNERS' ASSOCIATION, INC.

MISSION STATEMENT

The mission of Duncan's Landing Owners' Association and its Executive Board of Directors is to preserve and enhance property values by promoting community pride, encourage community involvement, maintaining common facilities and fostering a sense of unity and community spirit among the residents of Duncan's Landing.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Duncan's Landing Owners' Association, Inc., herein after referred to as "Association". The principal office of the corporation shall be located at P. O. Box 167, Buckeye, WV 24924. Meetings shall be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Duncan's Landing Owners' Association, Inc., its successors, and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Protective Covenants and Reservations for Duncan's Landing, a Residential Subdivision in the Edray District of Pocahontas County, West Virginia, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall mean all real property and improvements owned by the Association for the common use and enjoyment of the Members.

Section 4. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the properties upon which a single-family residence may be constructed.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Curtis Construction, LLC, Dave Curtis, Member, its successors or assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Protective Covenants and Reservations for Duncan's Landing, dated 28th day of April, 2004, applicable to the properties recorded in the Office of the Clerk of the County Commission of Pocahontas County, West Virginia.

Section 8. "Member" shall mean and refer to every and any person or entity who holds membership in the Association as provided in Article III hereof.

ARTICLE III

THE ASSOCIATION

Section 1. Membership in Association: Every person or entity who is a record Owner of an interest in any Lot in Duncan's Landing, a Residential Subdivision, by accepting delivery of a deed or deeds to said Lot or Lots, accepts membership in said Association and agrees to be bound by the provisions of the Declaration and these Bylaws as the same now exist and as hereafter modified. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot in Duncan's Landing; provided, however, that such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Formation: The Association shall be a non-profit corporation under the corporation laws of the State of West Virginia which shall be composed of the Owners of the Lots within the development. Each Association Member shall be entitled to one vote for each Lot owned by such Member. When more than one person or entity holds an interest in any Lot, all such persons shall be Members in the Association, and vote for such Lot shall be exercised as they among themselves determine. In no event, shall more than one vote be cast with respect to any Lot.

Section 3. Powers and Duties: The Association shall have all the powers and duties necessary for the maintenance of the Common Property and the administration of the affairs of the Association. Such powers and duties shall include, but not be limited to, the following:

- a. Operation, maintenance, repair, care upkeep and replacement of the Common Property.
- b. Determination of the common expenses required for the affairs of the Association, including without limitation, the operation and maintenance of the Common Property.
- c. Assessment and collection of funds from Owners for the common expenses and payment of such common expenses.
- d. Borrowing of money for the purpose of improving the Common Property.
- e. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Property.

- f. Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Property.
- g. Opening of bank accounts on behalf of the Association and designating the signatories required thereon.
- h. Obtaining any insurance that may be required in the name of the Association for the Common Property and the Board of Directors.
- i. Dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Members of the Association entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication or transfer.
- j. Such other incidental powers as contained in these Bylaws or as may be appropriate to the performance of its duties including but not limited to the establishment of a fiscal year for the Association.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings: The Annual Meeting of the Members shall be held once per year at a date determined by the Board of Directors.

Section 2. Special meetings: Special meetings of the Members may be called at any time by the President of the Board of Directors, or upon written request of one-fourth (1/4) of Members entitled to vote. No business not on the meeting agenda shall be transacted at such meetings.

Section 3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice no fewer than fifteen (15) days, nor more than sixty (60) days before such annual meeting date and at least five (5) days before such special meeting date to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Notice may be waived upon verbal unanimous consent of the Members.

Section 4. Quorum: The presence at a meeting of a majority (51%) of the membership shall constitute a quorum for any action except as otherwise provided in the Article of Incorporation, Declaration, or these Bylaws. Members not physically present but audible through means of video or teleconferencing, or proxy will be deemed to be present.

Section 5. Special Action: The levying of special assessments, borrowing of money, and dedication or transfer of all or any part of the Common Area to any public agency, authority or utility shall have the assent of two-thirds (2/3) of the votes of the entire Membership as then constituted. A written notice of a meeting duly called for such special action shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting. Notice may be waived upon verbal unanimous consent of the members.

Section 6. Proxies: Proxies, either in writing or by designation in writing of an authorized agent, shall be permitted.

ARTICLE V

ASSESSMENTS

Section 1. Obligations: As more fully provided in the Declaration, the Owner is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate allowed by law, and the Association may bring action at law against the Owner personally obligated to pay the same, or file the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessment provided for herein by non-use of the Common Property or abandonment of their Lot.

Section 2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners of the property, and for the improvements, enjoyment and maintenance of the streets and other Common Property.

Section 3. Annual Assessments:

- a. Until change is herein provided, the assessment for each Lot shall be payable annually.
- b. Annual assessment shall be due and payable to, and collectable by, the Association at such times and in such manner as from time to time shall be established by the Members of the Association.
- c. The annual assessment shall be established each year by a majority vote of a quorum of the Members of the Association.

Section 4. Special Assessments: In addition to the annual dues authorized above, the Association may levy from time to time an additional assessment for the purpose of defraying, in whole or in part, any appropriate expenses or capital cost of the Association, including without limitation, the cost of any construction, reconstruction, unexpected repair of the streets

and other Common Property, provided that any such assessment, when levied shall contain the terms and method of payment therefore.

Section 5. Uniform Rate of Dues and Tiered Rate of Assessments: The annual dues shall be at the same rate for all Lots. Additional assessments shall be based on tiered assessments on developed/undeveloped lots as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Notice of Due Date; Certificate of Payment:

- a. Annual Assessments shall be for the calendar year. The payment of the annual assessments provided for herein shall commence as to each Lot subject hereto on the first day of the month following the conveyance of such Lot by Declarant .
- b. Written notice of any increase in the annual assessment shall be sent to every owner subject thereto at least thirty (30) days prior to the date that the first payment of such increase is due. Written notice is deemed to have been received by any member in attendance at a meeting where the increase was approved. Failure to receive timely notice shall not constitute a waiver of the obligation to pay the annual assessment.
- c. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment for any assessment therein stated to have been paid.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number: The affairs of this Association shall be managed by a board of five (5) directors, each of whom must be a Member in good standing of the Association.

Section 2. Term of Office: At each Annual Meeting the Members shall elect a Board of Directors for a term of one year. Directors are eligible to be elected for an unlimited number of terms with no hiatus required between terms.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Should any director miss two (2) consecutive regular meetings of the Board of Directors, they may be removed from the Board by the Board Members. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining Members of the Board and shall serve the unexpired term.

Section 4: Covenant's, Compliance: If a member of the Board, otherwise in good standing, becomes delinquent on any assessments or fees imposed by the Association, to the extent that the delinquencies have caused a lien to be created on the Lot owned by that Board Member, or that Member is in violation of the restrictive covenants to the extent that the Owner has receive

a notice of violation that has created a lien on the Lot owned by the Board Member, then that Member may not participate in the meetings of the Board until that lien is paid in full and released. If, however, the Board Member remains in violation for more than two Board Meetings, that Board Member's position will be declared vacant and that position will be filled as if the Board Member resigned.

Section 5. Compensation: No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination: Nominations for election to the Board of Directors shall be made from the floor during the Annual Meeting. Such nominations must be made from among the membership of the Association who are in good standing.

Section 2. Election: Members of the Board shall be elected by a plurality of the votes cast at the annual Meeting of the Association. At such election a Member may cast one vote on each vacancy to be filled. The person(s) receiving the largest number of votes shall be elected.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD MEMBERS

Section 1. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than five (5) days' notice to each director. Notice may be waived by unanimous consent of the Directors.

Section 2. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors not physically present but audible through the means of video or teleconferencing will be deemed to be present.

Section 3. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4. Execution of Documents: All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of Five Hundred Dollars (\$500.00), or less, except from reserve accounts, may be executed by any one person designated by the Board. All agreements, contracts, deeds, leases, checks and other

instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars (\$500.00), shall be executed by two persons designated by the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers:

- a. Adopt and publish rules and regulations governing the use of the Common Property, and to establish penalties for the infraction thereof.
- b. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- c. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- d. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from two (2) consecutive regular meetings of the Board of Directors.
- e. Employ contractors or such other service personnel as they deem necessary, and to prescribe their duties.
- f. Appoint a Nominating Committee, as provided in these Bylaws and other committees as deemed appropriate in carrying out its purpose.

Section 2. Duties: It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-third (1/3) of Members who are entitled to vote.
- b. Supervise all officers, contractors, and agents of this Association, and to see that their duties are reasonably performed.
- c. As more fully provided in Article V and the Declaration to:
 - 1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
 - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

3. File the lien against any property for which assessment is not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether an assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e. Procure and maintain adequate liability and hazard insurance on the Common Property owned by the Association and Director and Officer Insurance, as it may deem appropriate.

f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

g. Cause the Common Property to be maintained including but not limited to:

1. Snow removal from all improved streets but excluding individual driveways.

2. Street and street drain maintenance and repair.

3. Such other maintenance items as may be agreed to in writing by the Board of Directors.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer, and a Member-at-Large.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Association.

Section 3. Term: The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year, unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7. Duties: The duties of the officers are as follows:

PRESIDENT

The President shall be the Chief Executive Officer of the Association and of the Board, performs general active management of the business of the Association, subject to the control of the Board, see that all orders and resolutions of the Board are carried into effect and appoints committees from among the Owners from time to time to assist in the conduct of the affairs of the Association.

VICE PRESIDENT

The Vice President shall act in the place and stead of the President in the event of their absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notices of meetings of the Board and Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

TREASURER

The Treasurer shall prepare an annual budget and a statement of income and expenditure to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the Member, and shall perform such other duties as may be required by the Board.

MEMBER-AT-LARGE

The Member-at-Large is a full board member who shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association.

ARTICLE XI

NOTICES, BOOKS AND RECORDS

Notices to the Association, its members and/or officers shall be submitted in writing to the Board of Directors, Attention: Secretary.

The books, records and papers of the Association shall be subject to inspection by any Member after giving three days written notice to the Board of Directors. The Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association.

Members shall not sue each other for breaches of the duties of Directors and Officers as set forth in these Bylaws, except for failure to pay assessments. Removal from office shall be the sole remedy.

ARTICLE XII

AMENDMENTS

Section 1: These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote, after the establishment of a quorum.

Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1 Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2 Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3 Construction: These Bylaws shall be interpreted and applied in accordance with the laws of the State of West Virginia.

ADOPTED AND APPROVED by Duncan's Landing Owners Association on this 5th day of October, 2024.

 10/17/2024

President/Date Signed

Secretary/Date Signed