

BYLAWS OF THE WILDFLOWER RIDGE HOMEOWNERS ASSOCIATION, INC.

BYLAWS

OF THE WILDFLOWER RDIGE HOMEOWNERS, INCORPORATED

OF BERKELEY COUNTY, WEST VIRGINIA

AMMENDED AND ADOPTED FEBRUARY 12, 2015

AMEMDED AND ADOPTED APRIL 21, 2009

ARTICLE I

NAME AND LOCATION

Section 1: The name of the corporation is WILDFLOWER RIDGE HOMEOWNERS ASSOCIATION, INCORPORATED, hereinafter referred to as the "Association". The principal office of the Association is located at 142 N. Queen Street, Martinsburg, WV 25401. Meetings of the Members and of the Board of Directors, hereinafter referred to as the "Board" may be held at such places within or outside of the State of West Virginia as may be designated by the Board.

ARTICLE II

DEFINITIONS

The following words and phrases, when used in these Bylaws (unless the context shall prohibit), shall have the following meanings.

- (a) Administrative Resolution(s) are rules, policies and /or procedures, adopted by the Board, for the implementing provisions of the Declaration, these Bylaws and the Articles of the Incorporation of the Association, as more fully described in the Article VIII, Section 3 herein.
- (b) Annual Assessment(s) shall mean and refer to the assessment levied against all Lots within The Property to fund the Common Expenses, not including Special Assessments, Neighborhood Assessments, or Neighborhood Special Assessments.
- (c) Assessment(s) shall mean and refer to collectively to any Annual Assessment, Special Assessment, Neighborhood Assessment, Neighborhood Special Assessment, and all other fees and charges, including all installments thereof, as may be levied by the Association in accordance with the Declaration.
- (d) Association shall mean and refer to the Wildflower Ridge Homeowners Association, Inc., A West Virginia non-profit corporation, its successors and assigns.

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- (e) Common Property(ies) shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. Notwithstanding the foregoing, in the event the Association maintains all or any portion of any Lot, such property shall not be considered Common Property. The term Common Property shall be deemed to include "Neighborhood Common Property".
- (f) Community Facility(ies) shall mean and refer to any and all improvements and facilities located upon the Common Properties including, without limitation, recreational facilities (if any), which are operated and maintained by the Association for the common use and enjoyment of the Owners.
- (g) Common Expense(s) shall mean and refer to the actual and estimated expenses of operating the Association, including, without limitation, a reasonable reserve and expenses for the maintenance of the Common Properties in accordance with Article V, Section 2 of the Declaration, all as may be found to be necessary or appropriate by the Board pursuant to the Declaration, these Bylaws and the Articles of Incorporation of the Association.
- (h) Declaration shall mean and refer to the Declaration of the Covenants and the Restrictions for the Wildflower Ridge applicable to the Property recorded among the Land Records for Berkeley County, West Virginia, including any amendments and supplements thereto.
- (i) Policy Resolution(s) shall mean and refer to those actions of the Board which create supplemental conditions and/or restriction with respect to the Lots, the Common Properties and/or the Neighborhood Common Properties, as more fully described in Article VIII of these Bylaws.
- (j) Lot(s) Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as defined in Article 1 of the Declaration. No Lot shall be counted twice in any situation where it may fall within more than one of the foregoing descriptions. The term Lot shall not include Common Properties or out lots of Property dedicated for public use. The term Lot shall be deemed to refer collectively to Single-Family Detached Lots and Townhouse Lots.
- (k) Member(s) shall mean and refer to all those Owners who are members of the Association, as provided in the Article III, Section 1 of the Declaration.
- (l) Mortgage(s) shall mean the holder of any recorded mortgage, or the party secured or the beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include Deeds of Trust. "First Mortgage", as used herein shall mean a mortgage with priority over all other mortgages. As used in the Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to the institutional mortgagees. The term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loans

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associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Associations ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state municipal government, or any other organization or entity which has a security interest in any Lot. In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

- (m) Neighborhood(s) shall mean and refer to any group of lots which are herein annexed within the jurisdiction of the Association by Declarant pursuant to Article II of the Declaration and which are designated by Declarant as constituting all or portion of the specified neighborhood of lots in the supplementary Declaration annexing such Lots. The term Neighborhood shall mean and refer to any group of Lots by the Declarant or the Board based on such factors as are deemed appropriate by the Declarant or the Board, including, without limitation, the location and proximity of such Lots, any special features or amenities within or serving such Lots, any special services provided to or requested by the Owners or residents of such Lots, and the input of interested Owners and residents within the Properties.
- (n) Neighborhood Assessment(s) shall mean and refer to the assessments for those portions of the Common expenses, if any, as may be levied against the Lots within a specified Neighborhood in the accordance with the Declaration.
- (o) Neighborhood Committee(s) shall mean and refer to any committee comprised of the Owners and/or residents of Lots within a specified neighborhood, as may be established by the Board in accordance with the Declaration.
- (p) Neighborhood Common Property(ies) shall mean and refer to any Common Property which is hereafter annexed within the jurisdiction of the Association by Declarant pursuant to Article II of the Declaration and which is designated by Declarant as being for the primary or exclusive use and benefit of a specified Neighborhood in the Supplementary Declaration annexing such Common Property. The term Neighborhood Common Property shall also mean and refer to any Common Property designated as being for the primary or exclusive use and benefit of a specified Neighborhood by the Declarant or the Board based on such factors as are deemed appropriate by the Declarant or the Board, including, without limitation, the location and proximity of such Neighborhood to the Common Property, any special features or amenities within the Common Property serving such neighborhood, and the input of interested Owners and residents within the Properties.

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- (q) Neighborhood Special Assessment(s) shall mean and refer to any assessment levied by the Association against Lots within a specified Neighborhood in accordance with the Declaration.
- (r) Owner(s) shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (s) Project as used in these Bylaws shall refer to The Properties.
- (t) The Property(ies) shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II of the Declaration.
- (u) Single-Family Detached Lot(s) shall mean and refer to any Lot upon which there is constructed, or is intended to be constructed, a single-family detached dwelling unit.
- (v) Special Assessment(s) shall mean and refer to any assessment levied by the Association in the accordance with Article V of the Declaration
- (w) Townhouse Lot(s) shall mean and refer to any assessment levied by the Association in the accordance with Article V of the Declaration.

Any other capitalized terms used herein shall be defined as set forth in the Declaration unless specifically provided otherwise in these Bylaws.

ARTICLE III

MEETING OF THE MEMBERS

Section1: Annual Meetings: The regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter or such other reasonably similar date as may be selected by the Board. If the day for the annual meeting of the Members is a Federal holiday, the meeting will be held at the same hour on the first day following which is not a federal holiday.

Section 2: Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of at least five percent (5%) of the Members who are entitled to vote.

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Section 3: Notice of the 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, mailing a copy of such notice, postage prepaid, or hand delivering a copy of such notice, at least ten (10) days (but not more than ninety (90) day) before such meeting to each member entitled to vote thereat, addressed to the Member's address at last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. 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.

Section 4: Quorum: The presence at the meeting of the Members who are entitled to vote, or of the proxies entitled to cast, one percent (1%) of the votes of Members shall constitute a quorum for any action except as otherwise provided in the Articles of the Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represent or represented at a meeting of the Members, the Members entitled to vote thereat shall have power to adjourn the meeting from the time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Voting: At every meeting of the Members, each Member, of such Member's proxy, shall have the right to cast the number of the votes specified in the Declaration. The vote of the Members representing a simple majority of the total of the votes of all Members present, in person or by proxy, and voting at the meeting, calculated as foresaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised any membership by any of the co-owners present at any meeting unless any objection or protest by any of the co-owners present at any owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation as attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protect by any other such trustee or partner is noted at such meeting, the chairperson of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due

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to the Association. All election materials prepared with the Association funds must list candidates in alphabetical order and must not suggest a preference among candidates.

Section 6: Absentee Ballots: Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 7: At all meetings of the Members, each voting Member may vote in Person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and, must be filed with the Secretary in a form approved by the Board, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms to the applicable laws of West Virginia shall be satisfactory and approved as to form by the Board. Notwithstanding anything herein to the contrary only a directed proxy may be utilized to vote for a member of the Board. A non-directed proxy may be counted toward a quorum and may vote on any matters of business other than the election for Directors.

Section 8: Rights of Mortgages: Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail – Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and name of the person to who notice of annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgages from whom such notices are received and it shall be the duty of the secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in the Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his or her request made to the Chairperson in the meeting advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Section 9: Open Meetings: All meetings of the Association shall be open to all Members of the Association or their agents, except that such meetings may be held in closed session as described herein.

Section 10: Closed Meetings: Meetings of the Association may be held in closed session for the following purposes:

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- (a) Discussion of matter pertaining to employees and personnel;
- (b) Protection of the privacy or reputation of individuals in matters not related to Association business;
- (c) Consultation with legal counsel;
- (d) Consultation with staff personnel, consultants, attorneys, or other persons in connection with pending or potential litigation;
- (e) Investigative proceedings concerning possible or actual criminal misconduct;
- (f) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interest of the Association;
- (g) Complying with a specific constitutional, statutory or judicially imposed requirement protection particular proceedings or matters from the public disclosure; or
- (h) On an individually recorded affirmative vote of two-thirds (2/3) of the members of the Board (or committee, if applicable) present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;

If a meeting is held in closed session pursuant to the purpose(s) established above:

- (a) No action may be taken and no matter may be discussed other those permitted above; and
- (b) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member of the Board (or committee, if applicable) by which any meeting was closed, and the authority under this Section for closing the meeting shall be included in the minutes of the next meeting of the Board (or committee, if applicable).

ARTICLE IV

BOARD OF DIRECTORS AND TERMS OF OFFICE

Section 1: Number Of Board Members: The affairs of the Association shall be managed by the Board consisting of five (5) resident-owners having ownership interest and living in a Lot within the Association.

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Section 2: Term of Office: The term of office for members of the Board shall be fixed at two (2) years. In the alternative, the Members may resolve at any annual meeting of the Members to establish the term of office for all Directors to be a period of one (1) year or for a period of three (3) years, or to establish staggered terms of office for the Directors of two (2) to three (3) years. Any change in the number of Directors or term of office of the Directors shall not act to extend or curtail the term of the office of any incumbent. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 3: Removal of Members of the Board: Any Director may be removed from the Board with or without cause, by the affirmation vote of Members who are entitled to vote, greater than one-half (1/2) of the votes of Members entitled to elect that Director, and in the event the death, resignation, or removal of a Director, successor shall be selected by the remaining members of the Board (or, in the event that there are no such Directors, be the Members entitled to elect Directors) who shall serve for the unexpired term of such Director's predecessor. The term of office of any Director who becomes more than forty-five (45) days delinquent in payment of Assessments against the Lot which he or she is the Owner shall automatically terminate on the forty-sixth (46th) day, and the term of office of any Director who shall be absent, without reasonable cause, from three (3) consecutive regular meetings of the Board shall be automatically terminate upon commencement of the next regular meeting on the Board following such Director's third consecutive absence, and, in each case, such Director's successor shall thereupon be appointed by the remaining Director's (or, in the event that there are no such Directors) from among the Lot Owners to fill out the unexpired portion of such Director's term.

Section 4: Compensation: No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5: Action Taken Without a Meeting: The Directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors and filing such approval with the minutes of the proceedings of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF THE BOARD OF DIRECTORS

Section 1: Nomination: Nomination for the election to the Board may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee, if any, may be appointed by the Board prior to each annual meeting of the Members and such appointment may be announced at each annual meeting of the Members. The Nominating Committee may make as many nominations for the election to the Board as it shall

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in its discretion determine, but not less than the number of vacancies that are filled. Such nominations may be made from among Members and non-Members.

Section 2: Election: Election to the Board shall be by the secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Only directed proxies shall be valid for the purpose of casting of votes for the election of members to the Board. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Votes shall not be counted until the time allotted by the Association for voting has ended. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF THE BOARD OF DIRECTORS

Section 1: Regular and Special Meetings: All meetings of the Board or any committee created by the Board shall be held only upon regularly scheduled and established dates or periods, at such time and place as shall have been known to all Members in writing or upon written notice provided by mail or hand delivery not less than seventy-two (72) hours nor more than ninety (90) days prior to the date of the meeting. All such meetings shall be open to all Members of the Association or their agents. Meetings of the Board may be held in closed session only in accordance with the Article III, Section 10 herein.

Section 2: Quorum: A majority of the member 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.

Section3: Right of Mortgagees: Any institutional mortgagee of the any Lot who desires notice of the regular and special meeting of the Board shall notify the Secretary to that effect by the Registered Mail – Return Receipt Requested. Any such notice shall contain the name and Return Receipt Requested. Any such notice contain the name and post office address of such institutional mortgagee and the name of the person to who notice of the regular and special meetings of the Board should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise deliver cause the delivery of a notice of each regular or special meeting of the Board to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are the Board. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special

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meeting of the Board and such representatives may participate in the discussion at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board upon request made in writing to the Secretary.

Section 4: Fidelity Insurance: The Board shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association furnish adequate fidelity insurance against acts of dishonesty. The premiums on such insurance shall be paid by the Association.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section1: Power: The Board shall have the power to:

- (a) Adopt and publish rules governing the use of the Common Properties, Neighborhood Common Properties and Community Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the right to vote and use of the Common Properties, Neighborhood Common Properties and Community Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also suspend after notice and an opportunity for a hearing for a period no to exceed sixty (60) days for the infraction of published rules;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this 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 to be vacant in the event such member shall be absent from regular meetings of the Board; or for failure to pay Assessments;
- (e) Employ a manager, a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Bring an action at the law against the Owner personally obligated to pay the same against any property for which Assessments are not paid; and
- (g) Foreclose the lien against any property for which Assessments are not paid; and

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- (h) Cause the Common Properties, Neighborhood Common Properties and Community Facilities to be maintained and maintain any other property which is the responsibilities of the Association pursuant to the Declaration or the direction of any governmental agency or agreement or which is appurtenant to or serves and benefits any portion of the Property.

Section 2: Duties: The Board shall have the duty 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 at least one percent (1%) of Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to;
 - 1) Fix the amount of the Annual Assessment and Neighborhood Assessments against each Lot (the Board may determine, at its discretion, to round the Assessments applicable to each Lot to the nearest half dollar or whole dollar amount); and
 - 2) Send written notice of each Assessment to every Owner subject thereto in advance of the commencement date of the new Assessments.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employee having fiscal responsibilities to be insured, as it may deem appropriate; and
- (g) Otherwise perform or cause to be performed the function and obligations of the Board and the Association as provided for in the Declaration and Articles of the Incorporation and these Bylaws, including collection of Assessments payable pursuant to any cross easement or other similar agreement. The Association may periodically employ an insurance consultant if the Board deems it necessary to do so in order to analyze the insurance requirements of the Association.

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Section 3: Management Agent: The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for the cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) – year periods.

ARTICLE VIII

POLICY AND ADMINISTRATIVE RESOLUTIONS

Section 1: Policy Resolutions: The Board is authorized to adopt Policy Resolutions in accordance with the Declaration of the Association. Policy Resolutions are those actions of the Board which create additional rules and regulations with respect to the Lots, the Common Properties, Neighborhood Common Properties and/or Community Facilities;

- (a) Adopt and amend Association Bylaws, in the addition to rules and regulations regarding prohibited uses and nuisances within the Lots, Common Properties, Neighborhood Common Properties and/or Community Facilities;
- (b) Reservations of certain Common Properties for the exclusive or primary use of the Owners and residents within a specified Neighborhood;
- (c) Non-disturbance, conservation and similar easements over all or any portion of the Common Properties and Neighborhood Common Properties for the maintenance and protection of scenic views, natural conditions and open spaces within the Common Properties and Neighborhood Common Properties; and
- (d) Adoption of the Design Guideline application within the project;
- (e) Rules and regulations regarding parking on any portion of the Common Properties, Neighborhood Common Properties, Community Facilities and Lots; and
- (f) Repeal and/or modify previously adopted Policy Resolutions.

Section 2: Adoption of Policy Resolutions: All Policy Resolutions for adoption by the Board shall be published in the Association's principle medium for informing Owners of the Association's affairs, posted at conspicuous points within the Property, or in a notice sent by

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mail to all Owners, no later than two (2) weeks prior to the meeting at which the Board shall consider enactment. Policy Resolutions shall become effective if adopted by a majority of a quorum of the Board at a meeting of the Board at which all interested Owners shall be provided with a reasonable opportunity for comment and discussion. If duly adopted by the Board, Policy Resolutions shall become effective unless a special meeting of the Members of the Association is called and duly held within ninety (90) days of the adoption of any such Policy Resolution by the Board, and at such special meeting the Policy Resolution is disapproved by a 2/3 affirmative vote of the Members who are entitled to vote, in person or by proxy.

Section 3: Administrative Resolutions: Administrative Resolutions are action taken by the Bard that prescribe rules, policies and/or procedures for implementing provision of the Declaration, these Bylaws or the Articles of the Incorporation of the Association including, but not limited to:

- (a) Establishment of the specific requirements for the insurance coverage obtained and maintained by the Association;
- (b) Policy Violation and Enforcement Procedures;
- (c) Policies regarding the duration of management agreements;
- (d) Procedures for collection of Assessments;
- (e) Adoption of the Application Procedures associated with applications for the Improvements submitted to the Architectural Review Entity for review in accordance with the Declaration;
- (f) Further establishing the specific powers and responsibilities of the Architectural Review Committee (if established);
- (g) Further establishing the specific powers and responsibilities of the Governing Documents Committee (if established);
- (h) Establishing Neighborhoods, further defining the authority of Neighborhood Committees and establishing further rules and procedures for the exercise of such authority by Neighborhood Committees;
- (i) Policies related to use and control of the Common Properties, Neighborhood Common Properties and Community Facilities;
- (j) Rules and procedures regarding the involuntary removal of improperly parked vehicles;
- (k) Procedures for processing alleged violations of the Governing Documents , and the establishment of fine for Violations of any provision of the Governing Documents

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regarding the use of the Lots, Common Properties, Neighborhood Common Properties and/or Community Facilities; and

(l) Repeal and/or modify previously adopted Administrative Resolutions.

Section 4: Adoption of Administrative Resolutions: Except in the event of an emergency, as determined by the Board in its sole discretion, proposed Administrative Resolutions shall be published in the Association's principle medium for informing Owners of the Associations' affairs, posted at conspicuous points within the Property of otherwise distributed to Owners in a reasonable manner at least two (2) weeks prior to the meeting at which the Board shall consider enactment. Administrative Resolutions Shall become effective if adopted by a majority of a quorum of the Board at a meeting of the Board at which all interested Owners shall be provided with a reasonable opportunity for comment and discussion.

Section 5: Other Board Action: The article shall not be construed to limit the powers of the Board, and the Board shall have the full power and authority to take any action as may be authorized under the Declaration, these Bylaws or applicable law, regardless of whether such action may otherwise constitute a Policy Resolution or Administrative Resolution.

Section 6: Action By Committee: In the event that the Architectural Review Entity, Governing Documents Committee, or other Association committee shall have the authority to take any action which constitutes a Policy Resolution or Administrative Resolution, whether pursuant to the Declaration or an express delegation of authority by the Board, such Architectural Review Entity, Governing Documents Committee, or other Association committee, as applicable, shall first adopt such Policy Resolution or Administrative Resolution, by majority vote of a quorum of its members (unless a different vote is required by an express provision of the Governing Documents), and shall submit such Policy Resolution or Administrative Resolution to the Board for the Adoption in accordance with the provisions of this Article.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers: The officers of this Association shall be a President and Vice President, who shall at all time be members of the Board, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board.

Section 2: Election of Officers: The election of offices shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3: Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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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 by giving written notice to the Board, the President or the Secretary. 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 he or she replaces.

Section 7: Multiple Offices: The offices of the Vice President, Treasurer, and Secretary may be held by the same person, but only in pro tem (a Latin Phrase commonly used in parliamentary procedure translating to "for the time being" in English, commonly used to refer to a situation where the length of time is indeterminate.) In no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these Bylaws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section.

Section 8: Duties: The duties of the officers are as follows (any of which may be assigned, in whole or in part, by the Board to the Management Agent in accordance with Article VII, Section 3 herein):

- (a) The President shall preside at meetings of the Board, except as described in Article III, Section 10 herein; shall see that Board directives and resolutions are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes, and shall perform such other duties as required by the Board;
- (b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall perform such other duties required by the Board;
- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceeding of the Board and of the Members; serve notice of meetings of the Association, and shall perform such other duties as required by the Board; and
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board, shall sign all checks and promissory notes of the Association; keep proper books of the account, cause an annual audit of the Association books to be made by a public

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accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members, and shall perform such other duties as required by the Board.

Section 9: Compensation: No officer shall receive compensation for any service he or she may render to the Association. However, any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE X

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and Director of the Association against any and all expenses, including attorney or counsel fees, reasonably incurred by or imposed upon an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he or she may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on the behalf of the Association and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE XI

COMMITTEES

The Board may appoint an Architectural Review Committee, a Governing Documents Committee, and one or more Neighborhood Committees, and one or more Neighborhood Committees, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board may appoint other committees as deemed appropriate in carrying out its power and duties. All committees appointed by the Board shall hold meetings in accordance with Article III, Section 9 and Article VI, Section 1 herein.

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ARTICLE XII

INSURANCE

Section 1: Insurance: In addition to the insurance coverage required to be maintained by the Declaration, the Board of the Association may obtain and maintain, to the extent reasonably available, the following:

- (a) Workmen's compensation insurance for the employees of the Association to the extent necessary to comply with any applicable law;
- (b) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Director of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or case of action to which any officer or Director shall have been made a party by reason of this or her services as such; and
- (c) Such other policies of insurance, including director and officer liability insurance and insurance for other risks of a similar or dissimilar nature and fidelity insurance as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board.

Section 2: Limitations: Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of West Virginia and holding a rating of "B/III" or better (or its equivalent) in the current edition of Best's Insurance Guide;
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of the Association, or its authorized representative;
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchases by the owners of the Lots or their mortgages, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration;
- (d) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insured's named thereon, including any mortgagee of any Lot who requests such notice in writing; and
- (e) All policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board, the Members of the Association and their

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respective agent, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE VIII

BOOKS AND RECORDS

Section 1: Fiscal Year: The fiscal year of the Association shall begin on the first day of January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board should the practice of the Association subsequently dictate.

Section 2: Principal Office – Change of Same: The principal office of the Association shall be set forth in Article 2 of the Articles of Incorporation of the Association. The Board, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3: Books and Accounts: Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Properties and Community Facilities, services required or provided with respect to the same and any other expenses incurred by the Association.

Section 4: Auditing: At the close of each fiscal year and at the election of the Board, the books and records of the Association may be audited by an independent Certified Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, if prepared, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one-hundred twenty (120) days following the end of each fiscal year.

Section 5: Inspection of Books: The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for the examination by the Members and their duly authorized agents or attorneys, and to the institutional holders of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for the purposes reasonably related to their respective interests and after reasonable notice. The Declaration, Articles of Incorporation and these Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay Assessments, which are secured by a continuing lien upon the property against which the Assessment is made.

If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of the delinquency at a rate of twelve percent 12% per annum, or in the event the maximum legal interest rate should be charged, then and in that event, at a rate maximum legal interest rate permitted by law, and the Association may file a lien or bring an action at law against the Owner personally obligated to pay the same and there shall be added to the amount of such assessment, the costs of preparing and filing the Lien or Complaint in such action, of permitted by law, the interest on the Assessment as above provided, if permitted by law, and a reasonable attorney's fee.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or Neighborhood Common Properties or abandonment of his or her Lot.

ARTICLE XV

AMENDMENTS TO BYLAWS

These Bylaws may be amended by a two-thirds (2/3) affirmative vote of the members of the Board with a quorum present at a Board meeting.

ARTICLE XVI

AMENDMENTS TO BYLAWS

Section 1: Conflict: These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms here of, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration shall control, and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2: Notices: Unless another type of notice in herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

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Section 3: Severability: In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determined shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4: Waive: No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5: Captions: The captions contained in these Bylaws are for the convenience only and are not part a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6: Gender: Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

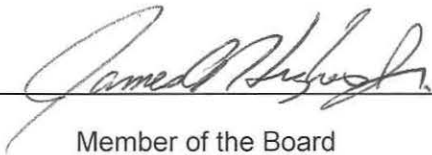
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IN WITNESS WHEREOF, we, being all of the Board of Directors of WILDFLOWER
RIDGE HOMEOWNERS ASSOCIATION, INC., Hereunto set our hands this 12th day of
FEBRUARY, 2015

WITNESS:



Member of the Board



Member of the Board

Member of the Board

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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WILDFLOWER RIDGE HOMEOWNERS ASSOCIATION, INC., a West Virginia non-profit, non-stock corporation, and,

that the foregoing Bylaws constitute the Original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 12th day of February 2015.

ON WITNESS WHEREOF, I have hereunto subscribed my name of the said Association
this 12TH day of FEBRUARY 2015