

BYLAWS OF POTOMAC OVERLOOK ESTATES COMMUNITY ASSOCIATION, INC.

**Adopted by the HOA Board & Bylaws Subcommittee on Saturday
March 28, 2026**

ARTICLE I: NAME AND PURPOSE

Section 1. Name.

The term "Association" shall mean and refer to the Potomac Overlook Estates Community Association, Inc. The Association is established to govern Potomac Overlook Estates pursuant to the Declaration, as amended.

Section 2. Purpose.

The Association is organized to manage, maintain, and preserve the Common Areas and shared facilities of Potomac Overlook Estates, including, but not limited to roads, docks, boat slips, common areas, and the Waste Water Treatment Plant (WWTP) for the benefit of all property owners. All Common Areas shall have the meaning assigned in the Declaration, and nothing in these Bylaws is intended to expand or modify that definition. The Association's maintenance and control responsibilities may apply to areas as provided in the Declaration, regardless of ownership. The Association shall promote the health, safety, and welfare of residents and protect property values, in accordance with the Declaration and applicable West Virginia law.

ARTICLE II: MEMBERSHIP AND VOTING

Section 1. Membership

An Owner of a Lot within Potomac Overlook Estates shall be a member of the Association. Lot ownership is synonymous with Association membership. Lot ownership shall be established from the land records of Berkeley County, West Virginia, including recorded deeds and plats, or, if a conveyance has not yet been recorded, by other reasonable proof of ownership satisfactory to the Association, including a complete copy of the executed deed or other conveying instrument. Each Lot is equal to one (1) membership in the Association.

Section 2. Voting Rights

Each membership in the Association shall be entitled to one (1) vote. In the case of one (1) Lot being owned by multiple owners, or by a corporation, limited liability company, trust, or partnership the one (1) vote shall be cast as determined among the agreement of the owners and expressed in writing to the Association, but in no event shall more than one (1) vote be cast per Lot.

The Association may require Members to vote by the following methods: written ballot, electronic ballot, or in-person vote. The Association, acting in compliance with the Declaration, shall determine the voting method, voting period, notice requirements, and procedures for tabulation and certification of results. All procedures enacted by the Association shall ensure fair and accurate voting results are achieved. Election Buddy is recognized as an approved electronic voting platform previously utilized by the Association.

A Member's eligibility to vote shall be determined based on the Association's records as of the date the vote is announced.

Only members in good standing are entitled to cast a vote. Good standing occurs when the assessments, charges and fees levied against a Lot by the Association have been paid in accordance with the Declaration and any duly adopted collection or enforcement policies of the Association.

A vote conducted in accordance with these procedures shall constitute official action of the Association,

ARTICLE III: BOARD OF DIRECTORS

Section 1. Composition.

The Association shall be governed by a Board of Directors consisting of three (3) Directors, each of whom must be a member in good standing as defined by the Declaration.

Section 2. Term of Office.

Directors shall serve two-year terms. A Director may not serve consecutive terms, unless, at the close of a nomination period, there are insufficient nominees to fill all available Board positions, one or more current Directors may continue to serve an additional term, subject to election or appointment and as otherwise permitted by the Declaration.

Section 3. Directors.

The directors of the Association shall include a President, Secretary, and Treasurer, elected by the Board from among its members.

Section 4. Duties.

- (a) President: Presides over meetings and oversees Association operations.
- (b) Secretary: Maintains minutes, records, and official correspondence.
- (c) Treasurer: Oversees financial accounts and reports financial status to the Board.

The Board may reassign, delegate, or combine officer duties among the officers, or authorize an officer or Director to perform the duties of another office, as the Board deems appropriate, provided such reassignment does not conflict with the Declaration or applicable law.

Section 5. Powers and Duties.

The Board may act in all instances on behalf of the Association, subject to the limitations of the Declaration to:

- a) Adopt and amend rules and regulations;
- b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- c) Hire and discharge managing agents and other employees, agents, and independent contractors;
- d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;
- e) Make contracts and incur liabilities;
- f) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- g) Cause additional improvements to be made as a part of the common elements;
- h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to personal property.
- i) Grant easements, leases, licenses, and concessions through or over the common elements;

- j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements, other than limited common elements described in subsections (1) and (4), section one hundred two [§ 36B-2-102], article two of this chapter, and for services provided to unit owners;
- k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules, and regulations of the association;
- l) Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates or statements of unpaid assessments;
- m) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration expressly so provides;
- o) Exercise any other powers conferred by the declaration or bylaws;
- p) Exercise all other powers that may be exercised in this state by legal entities of the same type as the association;
- q) Institute litigation or administrative proceedings in its own name against a unit owner for the collection of dues or assessments that are overdue or in arrears; and
- r) Exercise any other powers necessary and proper for the governance and operation of the association.

Section 6. Fiduciary Duties.

In the performance of their duties, the officers and members of the Board of Directors are required to exercise ordinary and reasonable care.

A Director or Officer must be in Good Standing for the Lot in which they have an ownership interest while serving. Failure to remain in Good Standing may result in suspension of voting rights and/or disqualification from service.

Section 7. Lot Owner/Household Limitation

No more than one (1) entity with an ownership interest in the same Lot may serve on the Board at the same time.

ARTICLE IV: OFFICERS

Section 1. Officers are nominated and voted on by the board

Section 2. They are given assigned duties and their authority is delegated by the Board

Section 3. Their term is per project or no more than one year.

ARTICLE V: LEASING REGISTRATION REQUIREMENTS

Any Member who leases or rents a Dwelling Unit shall:

(a) Provide the Association, within fourteen (14) days of lease commencement:

- The full legal name of all adult occupants;
- A current mailing address and email address for the tenant(s);
- At least one telephone number for emergency contact purposes;
- The lease commencement date and termination date.

(b) Provide written confirmation that the lease is expressly subject to the Declaration, Bylaws, and Rules and Regulations of the Association.

(c) Remain responsible for all obligations under the Declaration, Bylaws, and Rules and Regulations of the Association, including, but not limited to assessments, violations, and tenant conduct.

(d) Failure to provide required tenant information may result in suspension of common area privileges, voting rights, or enforcement action as permitted under the Declaration.

(e) Tenant contact information shall be maintained by the Association for administrative purposes only.

(f) Minimum lease term shall be three (3) months. No short-term rentals of less than three (3) months shall be permitted without Board approval. Subleasing is not allowed. Notwithstanding the foregoing, this restriction shall not apply to a seller's occupancy of the home following closing pursuant to a written post-closing occupancy agreement in connection with a bona fide sale of the property.

ARTICLE VI: MEETINGS OF MEMBERS AND BOARD

Section 1. Board Meetings.

The Board shall meet at least quarterly and as otherwise necessary.

Section 2. Member Meetings.

An annual meeting of the Members shall be held each year at a time determined by the Board. Special meetings may be called by the President, a majority of the Board, or as otherwise permitted by the Declaration.

Section 3. Notice.

Notice of meetings of the Association shall generally be provided not less than 30 days in advance of the Member Meeting. Notice shall be in writing and shall be deemed to have been duly given:

If (1) sent via email to the email address on file with the Association, the email is presumed to have been delivered if the Association maintains a record that the email was sent, and the Association does not receive a machine generated message that the delivery failed; (2) delivered personally; or (3) sent by United States mail, postage prepaid.

Section 4. Meeting Summaries

The Association shall make available to the Members summaries of Board meetings, which may include general information regarding topics discussed, actions taken, votes, and financial matters. Such summaries are intended for informational purposes only and shall be provided at such intervals as the Board determines, with quarterly distribution recommended but not required.

The Board may meet in executive session as permitted by the Declaration or applicable law. Matters discussed in executive session, including but not limited to legal advice, pending or threatened litigation, contract negotiations, personnel matters, or individual owner account or enforcement issues, shall not be required to be included in any meeting summary.

ARTICLE VII: REMOVAL, RESIGNATION, AND VACANCIES

Section 1. Removal for Cause.

A Director or officer may be removed for cause by a majority vote of the remaining Directors after written notice of the grounds for removal and a reasonable opportunity to be heard, consistent with the Declaration.

For purposes of this Section, “cause” shall include, without limitation:

- (i) a material violation of the Declaration, Bylaws, or duly adopted policies of the Association;
- (ii) breach of fiduciary duty or failure to act in good faith in the best interests of the Association;
- (iii) failure or refusal to perform the duties of office;
- (iv) loss of eligibility to serve, including failure to maintain the associated Lot in good standing as defined by the Declaration; or
- (v) conduct that materially and adversely affects the Association.
- (vi) Disagreement with Board decisions, the exercise of good-faith judgment, or personality conflicts shall not, by themselves, constitute cause.

The meeting at which removal is considered shall be called by the President; provided, however, that if the President is the subject of the proposed removal or fails to call such meeting within a reasonable time after written request by another Director, the meeting may be called by any other Director.

Section 2. Resignation.

Any Director or officer may resign at any time by written notice.

Section 3. Eligibility Consideration.

In evaluating nominations or appointments, the Board may consider an individual’s prior service to the Association, including the circumstances surrounding any resignation, compliance with fiduciary duties, and conduct affecting the orderly operation or legal interests of the Association, to the extent permitted by the Declaration. Nothing herein creates an automatic disqualification.

Section 4. Vacancies.

The remaining directors may fill any vacancy.

- i. If two (2) Directors remain, they may fill a vacancy by majority vote of the remaining Directors.
- ii. If only one (1) Director remains, an emergency election of the membership shall be held within 30-45 days to fill the vacant seats.
- iii. Any Director appointed to fill a vacancy shall serve for the remainder of the unexpired two-year term of the Director whose position is being filled, and shall thereafter be eligible for election to a full term.

ARTICLE VIII: ARCHITECTURAL REVIEW

No exterior modification, addition, septic system or new construction shall occur without approval as required by the Declaration. The Architectural Review Committee shall exist and operate solely as provided in the Declaration, including all Declarant rights and limitations.

Section 1. Authority and Purpose

The Architectural Review Committee (“ARC”) is established pursuant to the Declaration. The purpose of the ARC is to review and consider proposed exterior improvements, alterations, construction, and landscaping in order to promote harmony of design, protect environmental and scenic characteristics, preserve property values, and maintain the overall character of Potomac Overlook Estates, consistent with the objectives set forth in the Declaration and the Association’s adopted design guidelines.

Section 2. Governing Documents

The authority, jurisdiction, procedures, and standards of the ARC are governed exclusively by the Declaration, together with any written architectural guidelines, objectives, or design standards adopted or amended by the Board from time to time in accordance with the Declaration. Nothing in these Bylaws shall be interpreted to expand, limit, or modify the powers or duties of the ARC as set forth in the Declaration. Current Governing Document: Objectives, Design Guidelines and General Information for Potomac Overlook.

Section 3. Design Guidelines

The Association may maintain written design objectives, guidelines, and general information intended to assist Owners in understanding the aesthetic, environmental, and site-sensitive goals of the community, including its riverfront and natural features.

Such guidelines are intended to supplement, but not replace, the standards and procedures established in the Declaration.

Section 4. Committee Composition

- i. The ARC shall consist of 3 members as provided in the Declaration or as appointed by the Board in accordance with the Declaration. During any period in which the Declarant retains architectural control rights, such rights shall be exercised exclusively as provided in the Declaration.
- ii. To the extent practical, at least one (1) member of the ARC shall possess relevant professional experience in one or more of the following areas: (i) general contracting or residential construction; (ii) architecture or architectural design; (iii) real estate development, brokerage, or land use; or (iv) prior service on an architectural review committee or similar design review body.
- iii. No more than one (1) individual from the same Lot or household may serve on the ARC at the same time.
- iv. An individual may serve concurrently on both the ARC and the Board of Directors, provided that such individual was appointed or elected in accordance with the Declaration — whether by the Declarant during the Declarant's Rights and Obligations Period or by vote of the Members thereafter. Such individual shall be entitled to only one (1) vote in any joint appeal and shall comply with all recusal requirements set forth in these Bylaws.

Section 5. No Automatic Approval

Failure of the ARC or Board to approve or disapprove an application within any time period shall have only the effect, if any, expressly provided in the Declaration.

Section 6. Appeals

Any appeal of an ARC decision shall be handled by a vote of the ARC Board and the Board of Directors together with the President being the tie breaker vote if needed.

Section 7. Conflict of Interest, Recusal, and Voting Restrictions

- If an ARC member also serves on the Board of Directors, that individual shall have one (1) vote only in any joint appeal decision.
- If more than one individual from the same Lot or household serves on the ARC and/or Board, that Lot shall collectively be entitled to only one (1) vote, and those individuals shall determine among themselves who will cast that vote.
- If an ARC member or Director is the applicant or files the appeal, that individual shall recuse themselves and abstain from voting on that matter.

ARTICLE IX: ASSESSMENTS AND FINANCES

Section 1. Financial Authority.

All financial authority, including assessments, reserves, user fees, pro-rata and special assessments, shall be exercised strictly in accordance with the Declaration.

Section 2. Budget.

The Treasurer shall prepare an annual budget for Board review and Member information, consistent with the Declaration.

Section 3. Delinquency.

Assessments unpaid after the period specified by the Board may incur late fees, interest, and liens as authorized by the Declaration and West Virginia law.

Section 4. Fiscal Year

The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board. WWTP user fees and Pro-rata share are based on FY July-June.

ARTICLE X: ENFORCEMENT

The Association may enforce the Governing Documents through the means expressly authorized by the Declaration and applicable law, with notice and due process where required.

ARTICLE XI: INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by West Virginia law, the Association shall indemnify Directors and officers acting in good faith. The Association shall maintain insurance as required by the

Declaration or deemed appropriate by the Board.

ARTICLE XII: AMENDMENTS AND DISSOLUTION

Section 1. Amendments.

These Bylaws may be amended only in the manner and to the extent permitted by the Declaration and applicable law. Without limiting the foregoing, any amendment that would conflict with, modify, or effectively alter Declarant rights or restrictions under the Declaration shall not be effective prior to the expiration of the Declarant Rights and Obligations Period, unless expressly approved by the Declarant in writing as provided in the Declaration.

Section 2. Dissolution.

Upon dissolution, assets shall be distributed in accordance with the Declaration and West Virginia law.

ARTICLE XIII: INTERPRETATION AND DEFINITIONS

All capitalized terms used in these Bylaws that are not otherwise defined herein shall have the meanings assigned to them in the Declaration. In the event of any ambiguity or inconsistency between these Bylaws and the Declaration, the Declaration shall control. These Bylaws are intended to implement and supplement the Declaration and shall not be interpreted to expand, limit, or modify any substantive rights, obligations, or restrictions established therein.