

Bylaws of

The Ashton Estates and Ashton Townhouses Estates Master Association Inc.

PREFACE.

In 1994, Jamestowne Construction, Inc., dedicated two common interest communities situate in the Clinton Tax District of Monongalia County, West Virginia, known as Ashton Estates and Ashton Townhouse Estates. Each common interest community was created by recordation of a declaration dividing land into either units or common elements and then subjecting all of the units and common elements to the provisions of the West Virginia Common Interest Ownership Act (WV Code 36B). Each declaration also established an association of all owners of all units in each common interest community which was charged with, among other matters, a duty to insure and maintain the common elements of the community at the expense of all units in the community. Each declaration also provided for creation of The Ashton Estates and Ashton Townhouses Estates Master Association Inc., as a non-profit corporation formed to own and operate certain parks and sewage treatment facilities for and in behalf of both communities. This document is the Bylaws of The Ashton Estates and Ashton Townhouses Estates Master Association Inc.

Article 1: Definitions.

All defined terms used and employed in these bylaws which are not specifically defined in these bylaws shall have the same meanings and definitions as set forth and provided for in the West Virginia Uniform Common Interest Ownership Act. Notwithstanding the foregoing, the term "Common Element" shall for the purposes of this instrument mean real estate, real estate improvements and personal property owned, leased by Master Association. Any reference to a common element of either member CIC will be distinguished contextually.

1.1 "Additional Property" means those certain tracts or parcels of real property owned by Jamestowne situate outside of Member CICs containing an aggregate of approximately 12.9568 acres, more or less.

1.2 "Ashton Association" means Ashton Property Owners Association, Inc., a West Virginia corporation, the association organized under WV Code 36B-3-103 with regard to Ashton Estates.

1.3 "Ashton Common Elements" means the roadways, "pond tracts", parcel AE-F and Access Right-of-Way Pond No. 5 as depicted and shown on the Plat, as conveyed to Ashton Association by Deed dated June 30, 2009, and recorded in Deed Book 1388 at Page 43. Ashton Common Elements include all rights-of-way and easements set forth in the Ashton Declaration and also the non-exclusive easement appurtenant to Ashton Estates for vehicular and pedestrian use of the roadways in Ashton Townhouses.

1.4 "Ashton Estates" means that certain planned community form of CIC situate in the Clinton District of Monongalia County, West Virginia created by the Ashton Declaration.

1.5 "Ashton Declaration" means that certain Declaration of Common Interest Community for Ashton Estates, dated December 15, 1994, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1100 at Page 308,

First Modification to Declaration of Common Interest Community dated March 2, 1995, recorded in Deed Book 1103 at Page 602, Second Amendment to Declaration of Common Interest Community dated May 21, 2002, recorded in Deed Book 1234, at Page 326, Amendment to Declaration of Common Interest Community for Ashton Estates dated March 8, 2006, recorded in Deed Book 1313 at Page 218

1.6 "Ashton Townhouses" means that certain planned community form of CIC situate in Clinton District of Monongalia County, West Virginia created by the Townhouses Declaration.

1.7 "CIC" means a common interest community created pursuant to the West Virginia Uniform Common Ownership Act which has an association of unit owners that is made a member of Master Association by Jamestowne.

1.8 "Jamestowne" means Jamestowne Construction, Inc., the statutory Declarant of Ashton Association and Townhouses Association.

1.9 "Master Association Common Elements" means real estate owned or leased by the Master Association, including the improvements thereto and the appurtenances thereunto belonging. Master Association Common Elements at the time of these Bylaws are: a) that certain tract of 2.75 acres and easements conveyed from Jamestowne to Master Association by Deed dated December 1, 1994, which is recorded in the Office of the Clerk in Deed Book 1100 at Page 303, less and excepting 1.44 acres conveyed from Master Association to Jamestowne by Deed dated September 16, 2002, recorded in Deed Book 1239 at Page 331; b) Park Lot Nos. 2, 3, and 4 containing 2.5620 acres from Jamestowne to Master Association by Deed dated June 30, 2009, recorded in Deed Book 1388 at page 46; and c) those certain rights-of-way and easements dedicated to Master Association by the Declarations of Member CICs.

1.10 "Member Associations" means Ashton Association, Townhouses Association and "Third Association" if Third Association is subjected by Jamestowne to Master Association by exercise of Jamestowne's Special Declarant Rights.

1.11 "Member CIC" means Ashton Estates, Ashton Townhouses and Third CIC, if dedicated and subjected to Master Association.

1.12 "Plat" means that certain map or plat prepared by Greenleaf Surveying Company, Morgantown, West Virginia dated the 26th day of June 2009, recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet No. 5, at Envelope No. 63-A.

1.13 "Sewage Treatment Facility" means that certain private sewage treatment facility Master Association Common Element including all components of the system that either: a) connect the Sewage Treatment Facility to a Member CIC; or b) constitute main lines and main line components within a Member CIC. For the purpose of this definition, all sewage components located on a Unit side of a tap are not part of the Sewage Treatment Facility.

1.14 "Third Association" means the association organized under WV Code 36B-3-103 with regard to Third CIC.

1.15 "Third CIC" means a potential CIC Jamestowne has reserved the right to create from some or all of the Additional Property.

1.16 "Townhouses Association" means Ashton Townhouses Owners Association, Inc., a West Virginia corporation, the association organized under WV Code 36B-3-103 with regard to Ashton Townhouses.

1.17 "Townhouses Common Elements" means parcels ATE-A, ATE-, ATE-C, ATE-D, ATE-E and Ashton Place road as depicted on the Plat and conveyed to Townhouses Association by Deed dated June 30, 2009, and recorded in Deed Book 1388 at Page 48. Townhouses Common Elements includes all rights-of-way and easements set forth in the Townhouses Declaration and also the non-exclusive easement appurtenant to Ashton Townhouses for vehicular and pedestrian access to the Park.

1.18 "Townhouses Declaration" means that certain Declaration of Common Interest Community for Ashton Townhouses, dated December 15, 1994, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book _____ at Page _____.

Article 2: Governing Law and Principles.

Section 2.1 Master Association is governed in its existence and operation by the West Virginia Uniform Common Interest Ownership Act ("WV Code 36B"), and the West Virginia Non-Profit Corporations Act ("WV Code 31E"). To the extent of any conflicts between the two Acts the subjectively specific provisions of WV Code 36B shall govern.

Section 2.2 Applicability of WV Code 36B and Effect of 36B-2-120.

a. Identity of Members. Master Association exists pursuant to WV Code 36B-2-120 and election (e)(4) thereunder that "all members of the executive board of each common interest community subject to the master association may elect specified members of the master association's executive board." As a result of the (e)(4) election, the members of Master Association are the corporations known as Ashton Association and Townhouses Association rather than the owners of the units in Ashton Estates or Townhouse Estates. Also due to the (e)(4) election, no owner of any Unit in Ashton Estates or Townhouse Estates is a member of Master Association. Rather, the democratically elected association of all unit owners for each CIC is a member of Master Association for and in behalf of its constituent unit owners.

b. Interpretation and Construction of Applicable Provisions of WV Code 36B. Pursuant to WV Code 36B-2-120(a) all provisions of WV Code 36B applicable to unit owners' associations apply to Master Association however, pursuant to WV Code 36B-2-120(d) rights and responsibilities of unit owners with respect to the unit owners' association set forth in Sections 3-103, 3-108, 3-109, 3-110, and 3-112 apply in the conduct of the affairs of a Master Association only to persons who elect the board of a Master Association. For the foregoing reasons, provisions of WV Code 36B relating to the rights of election of directors, meetings, notice of meetings, quorums, and other matters enumerated apply and are available only to the

Member corporations who actually elect the Master Association's Executive Board¹. **FOR THE FOREGOING REASONS, WV CODE 36B APPLIES TO MASTER ASSOCIATION WITH REGARD TO MEMBER ASSOCIATIONS IN THE SAME MANNER THAT WV CODE 36B APPLIED TO MEMBER ASSOCIATIONS WITH REGARD TO THEIR RESPECTIVE UNIT OWNERS.**

Article 3: Background.

Ashton Estates and Ashton Townhouses are contiguous residential planned community CICs situate adjacent to West Virginia Route 73, in the Clinton District of Monongalia County, West Virginia, as depicted and shown on the Plat. Both CICs were created by Jamestowne Construction with certain mutually beneficial and mutually dependent amenity and utility systems.. Ashton Estates is comprised of Units restricted to use for single family residential detached dwellings and the Ashton Common Elements. Ashton Townhouses is comprised of Units restricted to use for single family residential attached dwellings and the Townhouses Common Elements. Master Association Common Elements are the Sewage Treatment Facility Tracts and easement situate outside of the CICs and the Parks inside the CICs. Ashton Estates and Ashton Townhouses each share the use of the Parks and the Sewage Treatment Facility. Ashton Townhouses has the right to use Ashton Estates roads to get to the Parks and Ashton Estates has the right to use the roads in Ashton Townhouses.

At the time of this instrument, Ashton Estates contains 160 Units and Ashton Townhouses contains 90 Units.

Jamestowne made Ashton Estates and Townhouses Estates subject to Master Association by provisions in the Ashton Declaration and Townhouses Declaration. Jamestowne owns the Additional Real Estate and reserved in the Ashton Declaration and Townhouses Declaration the right to additional any or all of the Additional Real Estate to either subdivision as additional Units or Common Elements. Jamestowne also reserved in Ashton Declaration and Townhouses Declaration the right to create Third CIC and to subject Third CIC and Third Association to Master Association. This document is made at a time when Third CIC and Third Association do not exist but it contains contingencies contemplating the creation of Third CIC and that Third Association could become a member of Master Association.

Article 4: Purpose and Priority

¹ The Commissioners on Uniform State Laws that promulgated the Uniform Common Interest Ownership Act adopted by West Virginia as WV Code 36B provides in its commentary with regard to Section 2-120 that: "subsection (d) addresses the question of the rights and responsibilities of the unit owners in their dealings with the master board. A variety of sections enumerated in subsection (d) provide certain rights and powers to unit owners in their dealings with their association. In the affairs of the master association, however, it would be incongruous for the unit owners to maintain those same rights if those unit owners were not in fact electing the master board. Thus, for example, the question of election of directors, meetings, notice of meetings, quorums, and other matters enumerated in those sections would have little meaning if those sections were read literally when applied to a master board which was not elected by all members of the common interest community subject to the master board. For that reason, the rights of notice, voting, and other rights enumerated in the Act are available only to the persons who actually elect the board."

Section 4.1. General Purpose. The primary purposes of Master Association is to (a) own, operate, manage, maintain, improve, insure and regulate all Master Association Common Elements for the benefit of its Members; (b) exercise those powers delegated to it in by its Articles of Incorporation, these bylaws or by the laws of the State, (c) levy and collect assessments, dues, and/or fees from its Members necessary to permit Master Association to own, operate, manage, maintain, insure and regulate the Master Association Common Elements, (d) generally govern the use and operation of the Master Association Common Elements, (e) to be a Master Association multiple common interest communities pursuant to WV Code 36B-2-120; and (f) to take and/or perform all actions related to, incidental to, and/or ancillary to all of the foregoing.

Section 4.2. Priority of Instruments. In the event of a conflict or inconsistency between the provisions of these bylaws and the Association's articles of incorporation, the articles of incorporation shall prevail, control and dominate. Provided, however, that in the event Third CIC is subjected to Master Association, the number of directors of Master Association shall automatically increase to six (6) and all members shall execute, file and record an amended to the Articles of Incorporation for such purpose.

Section 4.3. Power and Authority. Master Association has all power and authority: a) arising with regard to the Master Association Common Elements by virtue of its ownership of same; b) delegated to it by the declaration of any Member CIC; and c) deriving from WV Code 36B or 31E.

Section 4.4. Sewage Treatment Facility. All Owners of all Units in each Member CIC are by operation of law equal members and owners of Member Association. Member Associations are by the Declarations equal (on a per Unit basis) members and owners of Master Association. For the foregoing reasons, all owners of Units are indirectly by their membership in Member Associations equal (on a per Unit basis) owners of the Sewage Treatment Facility. Master Association may only provide sewage treatment services to Member Associations and owners of Units in Member Association CICs.

Article 5: Membership

Section 5.1. Membership. Membership in the Association is comprised exclusively of Member Associations. No owner of any Unit in a Member CIC is a member of Master Association. Rather, owners of Units are members of Member Associations and Member Association are members of Master Association.

Section 3.2. Class of Members. The Association shall have and be comprised of a single class of Members.

Section 3.3. Allocated Interests of Member Associations. Voting Rights and Common Expense Liability.

- a) **Common Expense Liability and Voting Rights.** Common Expenses of Master Association are allocated to each Member Association pursuant to a formula wherein the numerator is equal to the number of Units in the Member CIC represented by the Member Association and the denominator is equal to the total number of Units in all Member CICs.

Current Example: At the time of this Declaration, Ashton Estates contain 160 Units and Ashton Townhouses contains 90 Units. Master Association Common Expenses and

Voting Rights are allocated 160/250ths to Ashton Association and 90/250ths to Townhouses Association.

Hypothetical Example: If Third Association is created in the future with 30 Units and subjected to Master Association, the total number of Units in Member CICs would increase to 280 and the allocation of Master Association Common Expenses and Voting Rights would be 160/280ths to Ashton Association, 90/280ths to Townhouses Association and 30/280ths to Third Association.

Section 3.5. Evidence of Membership. Master Association shall not issue certificates evidencing membership. However, the Master Association may issue certificates of good standing and other evidence of Members Association compliance with these bylaws, financial compliance by Member Associations, and as may be necessary for the conduct of a Member Association's business. Master Association may charge a reasonable fee for provision of certificates not to exceed the actual cost of time and materials invested in same.

Section 3.6. Membership Rules. Master Association may adopt rules for membership in the Master Association in addition to and/or supplementing the provisions of these bylaws which are reasonable, germane to the purposes of Master Association, and equally enforced as to all of the Members. Provided, however, that no such rule may conflict with West Virginia Code §§ 36B-1-101, et seq. Rules of Membership may limit or restrict the use and occupancy of Master Association Common Elements but shall not: a) purport to suspend voting rights of any Member Association; or b) deny use of the Sewage Treatment Facility to any Member Association or its Unit Owners except with good and necessary cause.

Article 4: Association Powers

Section 4.1. Association Powers. The Association shall have the express powers set forth, contained, and provided for in West Virginia Code § 36B-3-102, as the same may be amended from time to time, which powers are incorporated and integrated into these bylaws by this reference. With regard to liens, Master Association may perfect liens against the common elements of any Member Association but not against individual Units.

Article 5: Directors

Section 5.1. Voting by Directors Comprising the Executive Board. Notwithstanding any provision herein to the contrary, all voting shall be conducted on a per Member Association basis regardless of the number of Directors representing a Member Association at any meeting. Without regard to the number of Directors representing a Member Association, the total number of votes that may be cast by all Directors representing a Member Association is equal to the total number of votes allocated the Member Association. Any Directors representing a Member Association present at a meeting are authorized to cast all the votes allocated to the Member Association they represent.

Section 5.2. Election or Appointment of Directors. Each Executive Board Member is elected or appointed by a Member Association's Board of Directors. Each Member Association may elect, remove or replace a specific number of Executive Board Members. Each Executive Board Member must own a unit in the Member Association's CIC or be the appointed representative of an entity owning a Unit in the Member Association's CIC. A Master Association Director may be removed or replaced only by the

Member CIC that elected or appointed the Director and may be removed by that Member Association at any time with or without cause or notice.

Section 5.3. Terms of Directors. Except as otherwise provided in this section, all directors shall serve two (2) year staggered terms and there is no limitation on the number of terms or consecutive years of service by a Master Association Director. The term of a Director elected or appointed to fill a vacancy shall expire at the next annual meeting of the Members at which directors shall be elected. Notwithstanding the expiration of a director's term, such director shall continue to serve as a director until his or her successor shall be elected and qualified or until there shall be a decrease in the number of directors.

Section 5.4. Resignation of a Director. A director may resign at any time by delivering written notice of his or her resignation to the chairperson of the board of directors; provided, however, that no director shall resign at a time when any other director position shall be vacant. A resignation shall be effective when the notice is delivered unless: (a) the board of directors shall agree to a later effective date or (b) there is a current vacancy on the board of directors, other than in relation to the director position being resigned, in which case the resignation shall be effective when the vacancy shall be filled.

Section 5.5. Removal of a Director. A director may be removed with or without cause or notice at any time by the Member Association that elected or appointed that Director.

Section 5.6. Vacancy on the Board of Directors. If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, such vacancy shall be filled by the Member Association entitled to appoint or elect the vacant Director position.

Section 5.7. Compensation of Directors. Directors shall not be compensated for service on Master Association Executive Board.

Section 5.8. Directors' Meetings. The Executive Board may hold regular or special meetings at any location in or out of the State of West Virginia. Any or all directors may participate in a regular or special meeting of the board of directors by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting .

Section 5.9. Action Without Meeting. Any action to be taken at a board of directors' meeting may be taken without a meeting if the action shall be taken by all members of the board of directors. The action must be evidenced by one or more written consents describing the action taken, executed by each director, and included in the minutes or filed with the corporate records reflecting the action taken effective when the last director shall execute the consent, unless the consent shall specify a different effective date. A consent executed as aforesaid shall have the effect of a meeting vote and may be described as having the effect of a meeting vote in any document.

Section 5.10. Notice of Meeting. Regular meetings of the board of directors may be held without notice of the date, time, place, or purpose of the meeting. Special meetings of the board of directors must be preceded by at least two (2) days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting.

Section 5.11. Waiver of Notice. A director may waive any notice required by these bylaws before or after the date and time stated in the notice. The waiver must be in writing, executed by the director entitled to the notice, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to such director of the meeting unless such director at the beginning of the meeting or promptly upon such director's arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 5.12. Quorum and Voting. The participation of not less than three (3) Directors representing at least thirty-three (33%) of the votes in Master Association shall constitute a quorum of the board of directors. If a quorum shall be present when a vote is taken, the affirmative vote of a majority of the directors present shall be the act of the board of directors. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless: (a) such director objects at the beginning of the meeting or promptly upon such director's arrival to holding the meeting or transacting business at the meeting, (b) such director's dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) such director delivers written notice of such director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

Section 5.13. Standards of Conduct for Directors. Each member of the board of directors, when discharging the duties of a director, shall act: (a) in good faith and (b) in a manner the director reasonably believes to be in the best interests of Master Association. The members of the board of directors or a committee of the board of directors, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties a director, who does not have knowledge that makes reliance unwarranted, is entitled to rely on the performance by any officer, employee, legal counsel, public accountant, committee appointed by Master Association, or other persons retained by the Association as to matters involving skills or expertise the director reasonably believes are material, but only to the extent the director has confidence in such person.

Section 5.14. Directors' Conflicting Interest Transactions. No contract or transaction between Master Association and one (1) or more of its directors or officers, or between Master Association and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer shall be present at or participate in the meeting of the board of directors or committee thereof which authorizes the contract or transaction, or solely because any director's or officer's votes shall be counted for the purpose, if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the Executive Board or the committee, and the Executive Board or committee in good faith shall authorize the contract or transaction by the affirmative vote of a majority of the disinterested directors or committee members, even though the disinterested directors or committee members shall be less than a quorum, or (b) the material facts as to the director's, officer's or committee member's relationship or interest and as to the contract or transaction shall be disclosed or shall be known to the members entitled to vote on the contract or transaction, and the contract or transaction shall be

specifically approved in good faith by vote of the members entitled to vote, or (c) the contract or transaction shall be fair as to the Master Association as of the time it is authorized, approved, or ratified by the board of directors, a committee of the board of directors, or the members. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Executive Board or of a committee which authorizes the contract or transaction.

Section 5.15. Qualifications of Directors. A director shall be an owner of a Unit in the Member CIC represented by the Member Association that appointed or elected the director or a designee of an entity owner of a Unit in the Member CIC that represented by the Member Association. Provided, however, that no two (2) directors shall serve simultaneously if their sole basis for membership in the Member Association shall be co-ownership of only one (1) Unit in the Member CIC.

Section 5.16. Powers of Board of Directors. The board of directors may act in all instances on behalf of Master Association, except for: (a) termination of Master Association, (b) electing Directors or determining the qualifications, powers, and/or duties or terms of office of Directors; (c) budget ratification pursuant to Section _____, and (d) the board may not fill vacancies in its membership for the unexpired portion of any term. Voting for items (a)(b)(c) shall be conducted at a meeting of the Members at which the Executive Board of each Member Association shall be entitled to cast the number of votes allocated to it in Section _____.

Section 5.17. Delegation of Powers. The board of directors may delegate any power or authority to committees or officers of Master Association or other persons, except for: (a) the power and authority to bind Master Association for any obligation or indebtedness exceeding Five Thousand Dollars (\$5,000.00) (as calculated based on present dollar values effective June 1, 2015), (b) any power or authority not delegable pursuant to Section 7.1, and (c) any power or authority vested exclusively in the Executive Board by law.

Article 6: Officers

Section 6.1. Required Officers. Master Association shall have a president, vice-president, secretary, and treasurer, all of whom shall be appointed by the Executive Board from time to time and each of whom may be a Director. All Officers serve at the will of the Executive Board. The president shall be charged with day to day operation of Master Association. The treasurer shall be charged with the financial operation of Master Association. The secretary shall be charged with preparing minutes of the directors' and members' meetings and for authenticating records of Master Association. The same individual may simultaneously hold more than one office in the Master Association, except that the offices of president and secretary shall be held by two (2) different individuals.

Section 6.2. Duties of Officers. Each officer shall have the power, capacity, and authority to and shall perform the duties set forth in these bylaws or otherwise prescribed by the board of directors.

Section 6.3. Standards of Conduct for Officers. An officer, when performing in his or her official capacity, shall act: (a) in good faith, (b) with the care that a person in a like position would reasonably exercise under similar circumstances, and (c) in a manner the officer reasonably believes to be in the best interests of Master Association.

Section 6.4. Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Association. A resignation shall be effective when the notice is delivered unless the board of directors shall agree to a later effective date. If a resignation shall be made effective at a later date

and the Association accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the Executive Board provides that the successor shall not take office until the effective date. The Executive Board may remove any officer at any time with or without cause.

Section 6.5. Qualifications of Officers. An officer shall be an owner of a Unit in a Member CIC, an appointed representative of Declarant, or an appointed representative of any Entity that owns a Unit in a Member CIC. Provided, however, that no two (2) officers shall serve simultaneously if their sole basis for membership in a Member Association shall be co-ownership of only one (1) Unit in a Member CIC.

Article 7: Committees

Section 7.1. Committees. The Executive Board may create one or more standing or interim committees and appoint members of the Executive Board or other persons to serve on such committees. Each committee shall have at least two (2) or more committee members, who shall serve at the pleasure of the Executive Board. All provisions of these bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Executive Board shall apply to committees and committee members. Subject to the provisions of Section 5.17, a committee may exercise the authority delegated to it in writing by the Executive Board but may not, however: (a) approve or propose to Members Associations action that requires approval by Member Associations, (b) fill vacancies on the Executive Board or on any of its committees, (c) amend the articles of incorporation of the Association, (d) adopt, amend, modify, or repeal these bylaws, (e) approve a plan of merger, (f) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the property of Master Association, or (g) approve a proposal to dissolve.

Article 8: Member Meetings

Section 8.1. Annual Meeting. Master Association shall hold a meeting of its Members at least once each year. Annual meetings of the Members may be held at any place in Monongalia County, West Virginia. The failure to hold an annual meeting of the Members at the time stated in or fixed in accordance with these bylaws shall not affect the validity of any corporate action. For the purpose of notice of the Annual Meeting, Master Association shall send written notice to all directors and officers of all Member Associations. All owners of Units in any Member Association may attend the Master Association Annual Meeting but votes may only be cast at the meeting by the Member Associations.

Section 8.2. Special Meetings. Master Association shall hold a special meeting of the Member Associations: (a) on call of its board of directors, (b) on call of its president, or (c) if the Member Associations holding at least five percent (5%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to Master Association one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. If a call for a special meeting shall not be issued within fifteen (15) days after Master Association's receipt of a Members' request, the Members requesting the special meeting may call the meeting. The record date for determining Member Associations entitled to demand a special meeting shall be the date the first (1st) Member Association shall sign the demand. Special meetings of Member Associations shall be held in Monongalia County, West Virginia. Only business within the purpose or purposes described in the notice shall be conducted at a special meeting of the Member Associations. No provision in these bylaws relating a right of Member Associations to vote at a meeting shall be construed to authorize or permit suspension of Member Association voting rights.

Section 8.3. Action Without Meeting. Intentionally omitted.

Section 8.4. Notice of Meeting. Master Association shall notify all Member Associations of the date, time, and place of each annual, regular, and special meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including, without limitation, the general nature of any proposed amendment to these bylaws, any budget changes, and any proposal to remove an officer or a member of the Executive Board. The record date for determining Member Associations entitled to notice of and to vote at an annual, regular, or special meeting shall be the day before the first notice shall be delivered to all directors and officers of Member Associations. Each Member Association shall be required to furnish Master Association with the current names and addresses of all officers and directors of the Member Association.

Section 8.5. Adjournment of Meeting. If an annual, regular, or special meeting of Member Associations shall be adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place shall be announced at the meeting before adjournment. If a new record date for the adjourned meeting shall be or must be fixed, notice of the adjourned meeting shall be given to Member Associations as of the new record date.

Section 8.6. Participation in Meeting. Any Member Association may participate in a regular or special meeting by any means of communication by which all Member Associations participating may simultaneously hear each other during the meeting. A Member Association participating in a meeting by this means shall be deemed to be present in person at the meeting. Owners of Units in any Member Association may monitor a Meeting by live electronic means such as teleconference, however, no recording of the meeting may be made.

Section 8.7. Waiver of Notice. A Member Association may waive any notice of a meeting before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member Association entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. A Member Association's attendance at any meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 8.8. Conduct of the Meeting. At each meeting of Member Associations, a chairperson shall preside. The chairperson shall be appointed by the board of directors. The chairperson shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting. Any rules adopted for, and the conduct of, the meeting shall be fair to all Member Associations. The chairperson of the meeting shall announce at the meeting when the polls close for each matter voted upon. If no announcement is made, the polls shall be deemed to have closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies, or votes, nor any revocations or changes to a ballot, proxy, or vote, shall be accepted. Any or all of the Member Associations may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Members may simultaneously hear each other during the meeting.

Section 8.9. Members' List for Meeting. After fixing a record date for a meeting, the Association shall prepare an alphabetical list of the names of all its Member Associations who are entitled to notice of the

meeting which includes all officers and directors of each Member Association as designated by that Member Association in writing. The list shall show the address of and number of votes to which each Member Association is entitled. The Members' list shall be available for inspection by any Member Association entitled to vote at the meeting, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Association's principal office. A Member Association entitled to vote at the meeting or its agent or attorney shall be entitled on written demand to inspect and to copy the list, during regular business hours and at such Member Association's expense, during the period it is available for inspection. The Association shall make the Members Associations' list available at the meeting, and any Member Association entitled to vote at the meeting or his, her, or its agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members Associations' list shall not affect the validity of action taken at the meeting. For the purposes of this instrument "entitled to vote" relates exclusively to the subject matter on which voting is to occur and does not imply a right to suspend voting privileges for non-payment of assessments.

Section 8.10. Members' Voting Rights. Each Member Association shall be entitled to vote on each matter voted on at a meeting of Members. The exact and precise number of votes allocated to each Member Association is set forth above based on the number of units in the CIC represented by the Member Association and shall be determined under, controlled by, and governed by the Declaration for the CIC.

Section 8.11. Proxies. Because each Member Association is a corporation appointing a Director to serve on Master Association's Executive Board and a Member Association may substitute the individual serving as a Director at any time, no provision is made herein for proxy voting.

Section 8.12. Association's Acceptance or Rejection of Votes. With our regard to the number of Directors present at any Meeting in behalf of a Member Association, the total number of votes that may be cast by all Directors representing a Member Association shall not exceed the total number of votes held by the Member Association. Any Member Association may allocate its votes among its appointed Directors by writing in which case the appointed Director may only cast the percentage of Member Association votes allocated to that individual and no more. If there is a disagreement among the Directors appointed by a Member Association as to the manner in which the Member Association's votes are to be cast on a matter and those votes are not allocated in writing among the Directors entitled to cast them, the total votes of the Member Association shall be allocated proportionately to the Directors voting in behalf of the Member Association.

Example 1: If Ashton Estates holds 160 votes and appoints 3 Directors, Ashton may elect to make a written allocation of 50 votes to two Directors and 60 votes to one Director. The Director present at a meeting may cast only the votes allocated to that Director.

Example 2: If Ashton Estates holds 160 votes and appoints 3 Directors, and does not elect to make a written allocation of votes among its Directors, then any Ashton Estates (and all Ashton Estates) Directors present at a meeting may collectively cast 160 votes. If there is a disagreement between the Ashton Estates Directors in the manner which votes are to be cast, the total number of votes allocated to Ashton Estates will be divided among the Ashton Estates Directors present. If 3 are present, each may cast 53.33 votes and if 2 are present each may cast 80 votes.

Section 8.13. Quorum and Voting Requirements. Member Associations entitled to vote on a matter may take action on the matter at a meeting only if a quorum of those Member Associations exists with respect to that matter. A quorum for the purposes of any meeting of the Members shall be thirty-three (33%) percent of all votes allocated to all Member Associations. The Member Associations entitled to vote on the matter who are present at the meeting, either in person or by proxy, shall be included in determination of a quorum for action on the matter. Once a Member Association shall be represented for any purpose at a meeting, the Member Association shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date shall be or must be set for that adjourned meeting. Where these bylaws require for any purpose the vote of a designated proportion of the voting power of Member Associations entitled to vote on a matter, if a quorum exists, action on the matter, other than the election of directors, by such Member Association s shall be approved if the votes cast favoring the action by the Member Associations voting are in a designated proportion of the total votes cast by the Members. Where the provisions of the foregoing sentence shall not be applicable, if a quorum exists, action on a matter, other than the election of directors, by the Member Associations entitled to vote on the matter shall be approved if the votes cast by the Member Associations voting favoring the action exceed the votes cast by the Member Associations opposing the action. Notwithstanding any provision herein to the contrary, all voting shall be conducted on a per unit basis with one (1) vote per unit regardless in each Member Association.

Section 8.14. Intentionally Omitted.

Section 8.15. Inspectors of Election. The Association may appoint one (1) or more inspectors to act at a meeting of Member Associations and make a written report of the inspectors' determinations. Each inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall: (a) ascertain the number of Member Association votes and the voting power of each Member Association, (b) determine the Member Association votes represented at a meeting, (c) count all votes, and (d) determine the result. An inspector may be an officer or employee of the Master Association.

Article 9: Emergency Provisions

Section 9.1. Emergencies. For the purpose of this article, an emergency shall exist if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event. The board of directors of the Master Association may adopt bylaws to be effective only in an emergency. The emergency bylaws, which shall be subject to amendment or repeal by the Member Associations, may make all provisions necessary for managing the Master Association during the emergency, including: (a) procedures for calling a meeting of the board of directors, (b) quorum requirements for the meeting, and (c) designation of additional or substitute directors. All provisions of the regular bylaws consistent with the emergency bylaws shall remain effective during the emergency. The emergency bylaws shall not be effective after the emergency ends. Corporate action taken in good faith in accordance with the emergency bylaws: (a) shall bind the Master Association and (b) may not be used to impose liability on a director, officer, employee, or agent of the Master Association.

Section 9.2. Emergency Powers. In anticipation of or during an emergency the board of directors of the Association may: (a) modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent and (b) relocate the principal office, designate alternative principal offices or regional offices, or authorize the officers to do so.

Section 9.3. During an Emergency. (a) Notice of a meeting of the board of directors need be given only to those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio and (b) one (1) or more officers of the Master Association present at a meeting of the board of directors may be deemed to be directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency under this article to further the ordinary affairs of the Association: (a) shall bind the Master Association and (2) may not be used to impose liability on a director, officer, employee, or agent of the Master Association.

Article 10: Amendment

Section 10.1. Amendment of Articles of Incorporation and Bylaws. The board of directors may propose one (1) or more amendments to the articles of incorporation of the Association or these bylaws for submission to the Member Associations who are entitled to vote on amendments. For the amendment to be adopted: (a) at least fifty-one percent (51%) of the members of the board of directors shall approve the amendment, (b) at least fifty-one percent (51%) of the Member Association of the board of directors shall recommend the amendment to the Member Associations entitled to vote on the amendment, unless the board of directors shall determine that because of a conflict of interest or other special circumstances it should make no recommendation and shall communicate the basis for its determination to the Member Associations entitled to vote on the amendment with the submission of the amendment, and (c) the Member Associations entitled to vote on the amendment shall approve the amendment by at least fifty-one percent (51%) of the votes cast by the Member Associations entitled to vote on the amendment. The board of directors may condition its submission of the proposed amendment on any basis. The Association shall notify each Member Association entitled to vote on the amendment of the proposed meeting of the Member Associations no fewer than ten (10) nor more than sixty (60) days before the meeting date. The notice of meeting shall also state that the purpose, or one of the purposes, of the meeting shall be to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment. **NOTWITHSTANDING THE FOREGOING, NO AMENDMENT MAY BE MADE FOR THE PURPOSE OF RE-ALLOCATING VOTING RIGHTS AND COSTS AMONG THE MEMBER ASSOCIATIONS WITHOUT CONSENT OF ALL MEMBER ASSOCIATION.**

Section 10.2. Amendments Inconsistent with Declarations. No provision of the articles of incorporation of the Association or these bylaws shall be adopted, amended, modified, or repealed that shall be inconsistent with or contradictory to any provision of the Declarations absent an affirmative, unanimous vote of all Member Associations.

Article 11: Financial Matters

Section 11.1. Imposition of Fines and Penalties. The Association may impose fines or penalties on and against Member Associations to the extent permitted by the Declaration.

Section 11.2. Assessment of Annual and Special Assessments. The Master Association shall assess and allocate its common expense liability in the form of annual assessments and special assessments as set forth and provided for in the Declarations.

Section 11.3. Budget. The Executive Board shall not less than annually before the 1st day of September of each calendar year: (a) adopt a proposed budget for the succeeding calendar year which shall be

Comment [sp1]: This requires some thought. The Master Association needs to set its budget at least 30 days before the Member Associations can call meetings to pass their budgets.

reasonably calculated to meet the anticipated costs and expenses of the Master Association for the succeeding calendar year ("Annual Costs") and annualized costs of long-term, reasonably anticipated capital expenditures for items such as repair or replacement of Common Element improvements such as components of the Sewage Treatment Facility ("Annualized Future Costs"), (b) publish a summary of the proposed budget to Member Associations, and (c) set a date for a meeting of Member Associations to consider ratification of the proposed budget, which meeting shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. **Unless at that meeting a majority of all votes allocated to the Member Associations are cast to reject the proposed budget, the proposed budget shall be ratified, whether or not a quorum shall be present. In the event the proposed budget shall be rejected, the periodic budget last ratified by the Member Associations must be continued until such time as the Member Associations shall ratify a subsequent budget proposed by the board or directors, provided that the last ratified periodic budget shall be increased to proportionate the any increase in the Consumer Price Index applicable pursuant to WV Code 36B during the rate the last budget was ratified.** All Master Association budgets shall be sufficient to meet Master Association's obligations to insure, operate and maintain the Sewage Treatment Facility. The Bold Faced provisions of this Section 11.3 may not be amended except with consent of all Member Associations.

Section 11.4. Budget Requirements. For the purpose of the Association's annual budget, Annual Costs shall include, without limitation, premiums relative to insurance covering the Master Association Common Elements, premiums relative to officers and directors errors and omissions insurance, the cost and expense of utilities, mailings, governmental filings, and annual Master Association Common Element repairs maintenance, and improvements, and all other annual operating expenses of the Master Association with primary focus on the Sewage Treatment Facility as highest priority. The Annualized Future Costs shall be for anticipated future costs and expenses which are reasonable and which, if fully assessed during any year, would cause the annual assessment to be at least three hundred percent (300%) of the most recent annual assessment.

Section 11.4. Accounts. Master Association shall deposit and maintain all monies collected for budgeted Annual Costs in one (1) account and all monies collected for budgeted Annualized Future Costs in one or more separate and distinct accounts.

Section 11.5. Surplus. Any monies remaining in the account maintained for budgeted Annual Costs at the end of any calendar year for which the same were budgeted and collected shall be paid into the account maintained for budgeted Annualized Future Costs and credited in favor of the Member Associations on behalf of which the same were collected.

Article 12: Corporate Records

Section 12.1. Corporate Records. Master Association shall keep and maintain: (a) as permanent records minutes of all meetings of its Member Associations and the board of directors, a record of all actions taken by the Member Associations and board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the Association, (b) appropriate accounting records, including records sufficient to permit the Association to comply with the requirements of West Virginia Code Chapter 36B, and (c) a record of its Member Associations in a form that permits preparation of a list of the names and addresses of all Member Associations, in alphabetical order.

Section 12.2. Records Maintained in the Master Association's Office. Master Association shall at all times keep and maintain a copy of the following records at its principal office: (a) its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect, (b) these bylaws or restated bylaws and all amendments to them currently in effect, (c) resolutions adopted by its board of directors, (d) the minutes of all Members Associations' meetings and records of all action taken by Member Associations without a meeting, for the past three (3) years, (e) all written communications to Member Associations generally within the past three (3) years, including the financial statements furnished for the past three (3) years, and (f) a list of the names and addresses of its current directors and officers.

Section 12.3. Members' Right to Inspect. Any officer or director of a Member Association shall be entitled to inspect any of the records which must be maintained at the Master Association's principal office during regular business hours if the officer or director shall give the Master Association at least five (5) days advance written notice specifying the date and time of inspection. Any officer or director of a Member Association shall be entitled to inspect, during regular business hours at a reasonable location specified by the Master Association, any of the following records of the Master Association if the Member Association shall give the Master Association written notice of such Member Association's demand at least five (5) business days before the date on which such Member Association officer or director wishes to inspect and copy: (a) excerpts from minutes of any meeting of the board of directors, records of any action of a committee of the board of directors while acting in place of the board of directors on behalf of the Master Association, minutes of any meeting of the Member Associations, and records of action taken by the Member Associations or board of directors without a meeting, (b) accounting records of the Master Association, and (c) the record of Member Associations. A Member Association's right to inspect corporate records shall be conditioned that: (a) the Member Association's demand shall be made in good faith and for a proper purpose, (b) the Member Association shall describe with reasonable particularity the Member Association's purpose and the records the Member Association desires to inspect, and (c) the records shall be directly connected with the Member Association's purpose.

Adopted and Affirmed: _____, 2015.