

BY-LAWS OF RIVERVIEW OVERLOOK COMMUNITY ASSOCIATION
Revised November 9, 1983

ARTICLE I THE ASSOCIATION

Section 1. NAME - The name of the Association is Riverview Overlook Community Association, hereinafter referred to as the "Association".

Section 2. LOCATION - The principle address of the Association shall be P.O. Box 85, Occoquan, Virginia 22125.

Section 3. MEETING PLACE - Meetings of members and Directors may be held at such places within Occoquan District as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. ASSOCIATION shall mean and refer to the Association, its successors and assigns.

Section 2. COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. CONTINGENCY FUND shall be a non-cumulative fund set aside in each annual operation and maintenance budget to cover necessary emergency expenditures. In no event shall this fund exceed 10% of the operating and maintenance budget in any one fiscal year.

Section 4. FISCAL YEAR shall mean the period from January 1st through December 31st of each year.

Section 5. LOT shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Areas.

Section 6. MAJOR CAPITAL ITEMS AND IMPROVEMENTS shall mean and include those items and improvements, which involve expenditures exceeding \$500.00 each per fiscal year, which have an estimated useful life in excess of one year. Major Capital Items and Improvements shall be included in a special Major Capital Items and Improvements section of the Association budget and shall be approved by the membership in accordance with Article Five, Sections One and Four and Seven of the "Restrictive Covenants".

Section 7. MEMBER shall mean and refer to every person or entity that holds a membership in the Association.

Section 8. MEMBERSHIP shall mean every person or entity that is record owner of a fee or undivided fee interest in any Lot, which is subject by covenants of record to

assessment by the Association including contract sellers.

Section 9. MINOR CAPITAL ITEMS AND IMPROVEMENTS shall mean and include those items and improvements, which involve expenditures which do not exceed a total of \$500 per fiscal year and which have an estimated useful life in excess of one year. Minor Capital Items and Improvements shall be included in the operation and maintenance budget of the Association.

Section 10. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. PROPERTIES shall mean and refer to that certain real and personal property described in the Restrictive Covenants, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. REGULAR ANNUAL ASSESSMENTS OR CHARGES shall mean and include those normal charges necessary to the operation and maintenance of the Association including Minor Capital Items and Improvements as defined herein.

Section 13. RESTRICTIVE COVENANTS shall mean and refer to the deed of dedication and declaration of covenants conditions and restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Prince William County, Virginia.

Section 14. SINKING FUND shall mean and refer to a cumulative fund made up of sums of money set aside at intervals, usually invested at interest, to pay anticipated capital debts and depreciation expenses.

Section 15. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS shall mean and include those assessments for expenditures necessary to the Association for Major Capital Items and Improvements as approved by the membership in accordance with Article Five, Sections One, Four and Seven of the "Restrictive Covenants".

ARTICLE III MEMBERSHIP

Section 1. MEMBERSHIP. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, which is subject to assessment, by the Association. Ownership of such of such Lot shall be the sole qualification of Membership. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation.

Section 2. VOTING RIGHTS. Each Lot shall be represented by one vote. When more than one person holds ownership in any lot, all such persons shall be members and exercise of the vote for said lot shall be as they among themselves determine.

Section 3. NUMBER OF VOTES. The total number of votes cast may never exceed the number of lots. The number of lots subject to Regular Annual and Special Assessments of the Association is one hundred seventeen (117).

Section 4. SUSPENSION OF VOTING RIGHTS. The voting rights of any member shall be automatically suspended whenever the dues of that member are four (4) months in default in the payment of any annual or special assessment levied by the Association, and shall remain suspended until such assessments have been paid. Any annual or special assessment "in dispute" will be resolved by the Treasurer, with an appeal to the Board available to the member disputing the assessment. The Board will review the cases of all members with suspended voting rights at a Board meeting within 30 days prior to an annual or special meeting, and by simple majority determine whether or not to reinstate the members' voting rights.

ARTICLE IV MEETING OF MEMBERS

Section 1. REGULAR ANNUAL MEETINGS.. The annual meeting of the membership shall be held during the fourth quarter of each calendar year scheduled for no earlier than 7:00 P.M. nor later than 9:00 P.M., at a suitable place to be designated.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called by the President of the Board of Directors, the Board of Directors or upon written request of thirty of the members who are entitled to vote.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mail or other suitable processes. Said written notice shall be distributed at least thirty (30) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. PROXIES. At all meetings of the members, each voting member may vote in person or by proxy. All proxies shall be in writing, specifying date of the meeting, and filed with the Secretary. Proxies for properties held in more than one ownership, e.g., husband and wife, shall require signatures of the parties concerned. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Proxies can only be granted to members of the Association whose voting rights are in force.

Section 5. QUORUM.

a. at the first call for a meeting:

(1) Fifty percent of the members plus one vote (60 votes) of the members whose voting rights are in force, either in person or by proxy, shall constitute a quorum for all business of the Association except as noted below.

(2) Sixty percent (70 votes) of the members whose voting rights are in force, either in person or by proxy, shall constitute a quorum for the purpose of voting a special assessment or an increase in the regular annual assessment.

b. If a quorum, as specified above, is not achieved within thirty minutes following the announced start of the meeting, another meeting may be called subject to the notice requirements of Article IV, Section 3 of these by-laws. The required quorum at this subsequently called meeting shall be one half the required quorum at the initial meeting, provided that the subsequent meeting is held not less than thirty days after, and not more than sixty days after the initial meeting and that the agenda remains the same.

c. For the purposes of a quorum only, the President of the Board will be deemed to have been granted the proxy of any nonresident absentee member whose voting rights are in force and who has not granted his proxy to another member. Proxies assigned in this manner will abstain from voting on Association business.

ARTICLE V BOARD OF DIRECTORS

Section 1. SELECTION: TERM OF OFFICE

a. Number - The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) members who shall hold office for two (2) years.

b. Election - At the annual meeting, the members shall elect the Directors for a term of two years, commencing January 1, (four Directors elected on even numbered years, three Directors elected on odd numbered years).

c. Removal - Any Director may be removed from the Board when five (5) Board Members vote for removal. In the event of death or resignation or removal of a Director, the successor shall be selected by a simple majority of the remaining members of the Board and the successor shall serve for the unexpired term of the replaced Director.

d. Compensation - No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties with proper documentation and Board approval.

e. Action Taken Without A Meeting - The Directors shall have the right to take any action in the absence of a Board meeting, which they could take at a meeting by obtaining the written approval of four Directors. Any action so approved shall have the same effect **as** though taken at a meeting of the Directors.

Section 2. NOMINATION AND ELECTION OF DIRECTORS

a. Nomination - Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two members of the Association. The

Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve until the election of new officers. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be from among the membership.

b. Election - Election to the Board of Directors shall be by 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 Restrictive Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

a. Powers - The Board of Directors shall have the authority to:

- (1) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests and/or delegates thereon, and to enforce any and all regulations in any lawful manner;
- (2) 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 By-Laws, the Articles of Incorporation, or the Restrictive Covenants;
- (3) approve contractor(s) or employee(s) as they deem necessary and to prescribe their duties as petitioned and budgeted.

b. Duties - It shall be the duty of the Board of Directors to:

- (1) cause to be kept a complete record of all its acts and associate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting
- (2) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (3) fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept and shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto
- (4) upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid
- (5) procure and maintain adequate liability and property damage insurance on

property owned by the Association

(6) cause all officers or employees having fiscal responsibilities to be bonded, as may be deemed appropriate;

(7) cause the Common Areas and the exterior of the dwellings to be maintained;

(8) award service contracts to the lowest responsible bidder through the competitive bid process

(9) assess for damage, any homeowner whose family or guests have committed willful or negligent acts causing damages to Common properties.

Section 4. OFFICERS AND THEIR DUTIES.

a. Enumeration of Officers - The officers of this Association shall be a President, Vice-President, Secretary, Treasurer and three officers at large, all of whom shall at all times be members of the Board of Directors.

b. Election of Officers - The newly elected Board shall elect their officers at the first meeting of the newly elected Board following each annual meeting of the members.

c. Term - The officers of the Board of Directors of the Association shall be elected annually by the Board to serve one year in that office unless that officer resigns, be removed, or otherwise be disqualified to serve.

d. Special Appointments - The Board may appoint 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.

e. Resignation - Any officer may resign at any time by giving written notice to the Board of Directors. 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.

f. Vacancies - A vacancy in any office may be filled in the manner prescribed in Article V, Section 1 (c), of these By-Laws. The officer selected to such vacancy shall serve for the remainder of the term of the officer here placed.

g. Duties - The duties of the officers are as follows:

(1) **President** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, and discharge any other duties as required of him by the Board of Directors.

(2) **Vice-President.** The Vice-President shall act in the place and stead of the

President in the event of his absence, refusal or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(3) **Secretary.** The Secretary shall record the minutes and rosters of the Association for all meetings and proceedings of the Board and of the members; keep the Corporate Seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(4) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank account(s) all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and a copy of each to the members; and perform such other duties as required by the Board.

Section 5. MEETINGS OF THE DIRECTORS.

a. Regular Meetings - Regular meetings of the Board of Directors shall be held at least quarterly; dates to be established by the Board of Directors.

b. Special Meetings - Special meetings of the Board of Directors shall be held when called by the President of the Board, or by any two directors, after not less than three (3) days notice to each Director.

c. Quorum - A simple majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 6. COMMITTEES.

The Board of Directors shall appoint an Architectural Committee, as provided for in the Restrictive Covenants and a Nominating "Committee, as provided for in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VI ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. By the Restrictive Covenants, each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for Major Capital Items and Improvements. Each such assessment, if delinquent, together with such interest, costs and reasonable attorney's fees shall be recorded as a lien against said property.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

Section 3. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF PROPERTY MAINTENANCE. By the Restrictive Covenants, each member is deemed to covenant and agree to maintain his property in compliance with regulations set forth by the Architectural Control Committee and approved by the Board of Directors. All costs and reasonable attorney's fees needed in the enforcement of these regulations shall be recorded as a lien against the said property.

Section 4. PURPOSE OF PROPERTY MAINTENANCE. The regulations set forth by the Architectural Control Committee shall be enforced in order to conserve the natural beauty of the subdivided property, to ensure continued maintenance of the exterior of the dwellings and to preserve the value of all properties.

ARTICLE VII PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Areas and Facilities as provided in the Restrictive Covenants. Any member may delegate his rights of enjoyment of the Common areas and facilities to members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the Secretary of the Association in writing of the name of any such delegee(s) in the event that that delegee(s) is/are tenant(s) or contract purchasers. The rights and privileges of such delegee(s) are subject to suspension to the same extent as those of the member.

Section 2. Each residence shall have two parking spaces, designated by the Association, located on the common area in reasonable proximity to the residence. These designated parking spaces are for the exclusive use of the occupants of the residence, their families, and guests.

ARTICLE VIII BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Restrictive Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the residence of the presiding Secretary of the Association.

ARTICLE IX CORPORATE SEAL

Section 1. The Association shall have a **seal** in circular form having within its circumference the words:

Riverview Overlook Community Association.

ARTICLE X AMENDMENTS

Section 1. These By-laws may be amended at a regular or special meeting of the membership, by a vote of a majority of a quorum of members present in person or by proxy. These By-laws may also be amended through a distributed or mail in ballot. Care will be taken to ensure that only members in good standing are allowed to vote.

Section 2. In the cases of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictive Covenants and these By-laws, the Restrictive Covenants shall control.