

"EXHIBIT 3"

BY-LAWS

OF

SNOWCREST CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

(a corporation not for profit under the Laws of the State of West Virginia)

AMENDED NOVEMBER 15, 2025

ARTICLE I

Name

The name of the Association shall be the Snowcrest Condominium Unit Owners Association, Inc. (hereinafter referred to as the "Association")

ARTICLE II

Offices

The principal office of the Association shall be located at Snowshoe Summit Development Company, Snowshoe, West Virginia. The Association may have other offices within and without the State of West Virginia as the Executive Board may determine or as the affairs of the Association may require from time to time. The Association shall have and continuously maintain in the State of West Virginia a registered agent whose office shall be identical with the registered office. The registered office may be, but need not be, identical with the principal office of the Association and the address of the registered office may be changed from time to time by the Executive Board.

ARTICLE III

Purpose

The purpose of this Association shall be to provide a collective government form of administration for the Unit Owners of the Snowcrest Condominium to manage and control Snowcrest Condominium Horizontal Property Regime and the activities of the Unit Owners therein and of all persons using or occupying the facilities of the Snowcrest Condominium (herein sometimes called the "Regime" or the "Condominium") and all things pertinent to and/or related thereto and to carry out all activities, promulgate all Rules and Regulations and to have all responsibilities and purposes that are given to the Snowcrest Condominium Horizontal Property Regime, Unit Owners Association, Inc. in the Declaration of Snowcrest Condominium Horizontal Property Regime (hereinafter called the Declaration), in the West Virginia Uniform Condominium Act., Section 36B-1-101 thru Section 36B-4-115 of the Laws of West Virginia, (hereinafter called the Act) and in these By-Laws, and to be the Unit Owners Association for this Condominium as defined and called for in the Act and the Declaration

ARTICLE IV
Definitions

All terms and phrases used herein shall, unless the context otherwise required, have the same definition and meaning as set forth in the Declaration and/or in the Act, as the case may be.

ARTICLE V
Members

Every Unit Owner of an Apartment or an interest in an Apartment in the Regime shall be a Member of this Association. Further, there shall be appurtenant to each Apartment in the Regime the number of votes assigned in the Declaration which shall be voted collectively by the Voting Member of that Apartment as set forth in the Declaration. Upon the sale, conveyance, devise or other transfer of any kind or nature of any Apartment, such subsequent transferee shall automatically become a Member hereof and likewise the vote appurtenant to that Apartment shall automatically pass and the membership of the transferor immediately terminated whether any membership certificate or voting certificate be transferred or not; provided, however, the Association shall for all purposes be entitled to rely upon the right to membership and voting rights of the person shown as unit Owner of an Apartment in its records until notified of such transfer by delivery of written notice thereof to the secretary of the Association.

ARTICLE VI
Application

All present and future Unit Owners, tenants, future tenants, agents, servants, employees, guests, invitees and any other person using the facilities of the Regime or occupying any Apartment thereof shall be and is hereby subject to all matters, Rules and Regulations set forth in these By-Laws, Rules and Regulations promulgated by the Executive Board hereof, and all things set forth in the Declaration and in the Act.

A mere acquisition or rental of an Apartment or use of the facilities of the Condominium shall signify these By-Laws and all Rules and Regulations by the Executive Board are accepted, ratified and shall be complied with.

ARTICLE VII
Voting Majority

Section 1. There is hereby assigned to each Apartment the number of votes as described and assigned in the Declaration which shall be voted by the Voting Member thereof as described in the Declaration. The vote so assigned to each may not be split in any fashion. If one person is the Unit Owner of an Apartment, he shall be the Voting Member. If an Apartment be owned by more than one person, they shall designate one of them as the Voting Member and notify the Secretary in writing of such designation.

In the event a corporation owns an Apartment, the corporation shall designate one agent thereof as the Voting Member and so notify the Secretary in writing. In the case of multiple or corporate ownership of an Apartment, the vote appurtenant thereto shall not be exercised until written designation of the Voting Member has been delivered to the Secretary. The Voting Member so designated shall remain the Voting

Member, entitled to cast the vote of that Apartment on all matters to come before the Unit Owners Association for vote until the Secretary be given written notice of change. The vote assigned to each Apartment represents the percentage value of that Apartment as opposed to the Regime as a whole as then comprised.

Section 2. As used in these By-Laws, the term Majority of Unit Owners shall mean those Unit Owners who are Voting Members holding fifty-one (51%) percent of the total vote of all the Unit Owners of the Condominium as then constituted and thereby represent fifty-one (51%) percent of the basic value of the Property as a whole. Unless otherwise required herein, in the Declaration or in the Act, majority vote shall constitute fifty-one (51%) percent of the total outstanding votes of all Unit Owners and shall be required to adopt any decisions affecting the Condominium.

Section 3. Except as otherwise provided or required in these By-Laws, the Declaration or the Act, the presence in person or by proxy of a Majority of Unit Owners, as is defined above, shall be required to constitute a quorum.

Section 4. Votes may be cast in person or by proxy. For the purposes of these By-Laws, "in person" shall be defined as attendance by:

- Physical presence at the meeting location
- Participation via an approved remote communication platform that enables members to hear, be heard, and vote in real time.

When a proxy is necessary, each proxy shall be in a form as determined by the Executive Board and must be filed with the Secretary at least twenty-four (24) hours before the appointed time for a regular meeting and at least twenty-four (24) hours before the appointed time for a special meeting.

Section 5. Membership in the Association is not transferable or assignable (except as the same may be unassigned by way of proper proxy properly executed). Transfer of a Unit Owner's Apartment or his interest therein in any fashion shall automatically terminate his membership herein and all his voting rights.

ARTICLE VIII Administration

Section 1. The Association shall be managed and governed by an Executive Board (herein called the Board) consisting of five (5) persons. Pursuant to the terms of the Declaration, the Declarant shall appoint an initial Board consisting of five (5) (hereinafter called "Directors") who need not be officers of Declarant or present or future Unit Owners. Such initial Board shall have all powers and duties of the Executive Board of the Unit Owners Association as described herein, in the Declaration and in the Act. Said initial Executive Board shall serve until their successors are elected and qualified at the organizational meeting of the Unit Owners Association which shall be called and held as provided in the Declaration. All members of the Executive Board (except for the aforesaid members of the Executive Board) must be Voting members in good standing. The Executive Board to succeed the initial Executive Board appointed by the Declarant shall be nominated and elected, the three (3) nominees to be elected and receiving the most votes shall be elected to the Board for a two-year (2) term; the two (2) nominees receiving the next highest number of votes shall be elected for a one-year (1) term. Directors elected at subsequent elections shall be elected for a term of two (2) years, and shall be elected at the regular Annual Meeting of the Unit Owners Association. At such regular Annual Meetings, the Voting Members

shall vote for the number of Directors necessary as there are vacancies on the Board; provided, however, there shall be no cumulative voting.

There shall be no more than twelve (12) Board Members. The candidates receiving the most votes shall be declared elected as members of the Board to fill the Board positions vacant at that time. Board members shall serve until their successors are elected and qualified.

Section 2. Any Director (other than on the aforesaid Executive Board) who shall cease to be a Voting Member or who shall be delinquent in payment of any common expenses or assessments (as defined in the Master Deed and/or in the Act) shall automatically cease to be a Member of the Board.

Section 3. Each Board member (other than on the aforesaid initial Board) must be a Voting Member and in good standing, the Unit Owner of the Apartment for which the Board member is a Voting Member being current in payment of all fees, assessments and common expenses.

ARTICLE IX Executive Board

Section 1. Consistent with these By-Laws, the Board shall:

- A. Transact all Association business and prescribe the Rules and Regulations for the use of the Regime and all facilities and property thereof and may appoint such officers, clerks, agents, servants or employees as it may deem necessary in its sole discretion and may fix their duties and compensation.
- B. Annually set the common expenses for the operation of the Condominium, including, but not limited to, payments under all agreements, and the Condominium's pro-rata share of the Condominium Expenses (as defined in the Declaration)
- C. Fix, impose and remit penalties for violations of these By-Laws and Rules and Regulations of the Unit Owners Association
- D. Serve without compensation.
- E. Elect from the Board within thirty (30) days after each Annual Meeting a President, Vice President, Secretary and Treasurer, of whom shall serve without remuneration. In the event of a vacancy in any one of these offices during the year, the Board shall have the power to elect a member of the Board in good standing to fill the vacancy for the unexpired term. In the event of a vacancy on the Board, the President shall have the power to appoint with the approval of the majority of the Board, a member in good standing to fill the vacancy until the next Annual Meeting.
- F. Carry out all other duties and obligations imposed and exercise all rights granted it by the Declaration and Exhibits thereto and the Act.
- G. Establish a Condominium Rules and Regulations committee to work with and assist the Declarant or its designee in establishing and promulgating Rules and Regulations for use of the Condominium Facilities.

Section 2. There shall be at least one regular meeting of the Board quarterly at a time designated by the President. The President or two (2) members of the Board may call special meetings of the Board as are deemed necessary or desirable and in the best interest of the Association.

Section 3. Notice of regular and any special meetings of the Executive Board shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or electronic mail to each Director at his address as shown in the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice for such meeting except for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or conveyed. Neither business to be transacted nor other purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws.

Section 4. A simple majority of the members of the entire Board shall constitute a quorum for the purposes of transacting Association business and the affirmative vote of a simple majority of the entire Board shall be necessary to pass any resolution or authorize any act of the Association unless a different vote is required herein, the Declaration, its Exhibits and/or the Act. Absentee voting is permitted provided such Director registers his vote in writing with the Secretary within twenty-four hours after the termination of such meeting.

Section 5. Any action required by law to be taken at any meeting of the Directors or any action which may be taken in a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by two-thirds (2/3) of the Directors.

Section 6. The Executive Board shall annually on or before November 15th of each year, prepare a budget for the up-coming calendar year to include such sums as it deems necessary and adequate to provide for the common expenses of the Condominium and such other expenses as are necessary or appropriate expenses of the Condominium. The Executive Board shall thereafter on or before December deliver (which delivery made by mail the budget for the up-coming year together with statement of the amount(s) due from each Unit Owner for that year and the date or dates upon which payment or payments are due to the Unit Owners. Thereafter, should any increase or decrease be determined appropriate by the Executive Board in assessments to be paid by Unit Owners, the Board shall notify all Unit Owners so affected at least thirty (30) days prior to the time such assessment so changed shall be due. The Unit Owners Association shall have a lien upon each Apartment together with the common elements and common surplus appurtenant thereto for payment of all assessments not paid when due in the amount of such unpaid assessments together with the interest thereon from the date due together with the cost of collection thereof including a reasonable attorney's fee. Such shall be collected and/or lien foreclosed upon in the manner provided for in the Declaration and Exhibits thereto and/or in the Act.

Section 7. The Executive Board may establish an Executive Committee which shall consist of the President, Vice President of Operations, Treasurer and Secretary. This committee shall be authorized to approve expenditures up to \$1,000. If an emergency situation exists, the Executive Committee may authorize the necessary funds to correct the situation. An emergency situation is any event or condition that substantially interferes with the operation of the complex or endangers the safety of owners, their guests or others on the property. The Executive Committee may take action without a meeting if consent

in writing setting forth the action to be taken is obtained by three fourths (3/4) of the Executive Committee.

The Executive Committee shall also have the authority to approve the keeping of pets in the building.

Any action taken by the Executive Committee must be approved by a three fourths (3/4) majority of the Executive Committee. The Executive Board shall be informed in writing by the Secretary of the Board of any Executive Committee actions within ten (10) days of said action.

ARTICLE X Officers

Section 1. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board. The Directors may appoint assistant treasurers and secretaries and such other officers as in their judgment may be necessary. No two offices may be held by the same person unless there be less directors than officers to be elected in which case one may hold more than one office.

Section 2. The officers of the Association shall be elected annually by the Executive Board immediately following the annual meeting of the Unit Owners Association and shall serve for the twelve (12) month period next succeeding. New offices may be created and filled at any meeting of the Executive Board. Each officer shall hold office until his successor shall be duly elected and shall qualify.

Section 3. The President shall be the principal executive officer of the Association, shall preside at all meetings of the Board and all meetings of the membership, shall appoint committees and shall have general charge of and shall control the affairs of the Association according to such rules and regulations as the Board shall determine.

Section 4. There shall be a Vice President who shall perform such duties as may be assigned to him by the Board. In case of death, disability or absence of the President, he shall be vested with all the powers and perform all duties of the President. The Vice President shall also be chairman of the Operations Committee.

Section 5. There shall be a Treasurer who shall keep the funds of the Condominium and shall disburse them to meet the ordinary and usual expenses of the Condominium and for other purposes as required by the Declaration, the Act and/or upon order of the Executive Board after such disbursement order has been entered in the minutes of the Board at a duly constituted meeting and shall have such other duties as may be assigned to him. The Treasurer shall render a financial report to each regular meeting of the Board and to the Annual Meeting of the Unit Owners Association. The Treasurer shall be bonded at the expense of the Association.

Section 6. If required by the Executive Board, the assistant treasurer, if any, shall be bonded at the expense of the Association. The assistant treasurers and the assistant secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President.

Any officer elected or appointed by the Executive Board may be removed by the Executive Board upon a two thirds (2/3) majority vote whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice of the contract rights, if any, of the officers so removed.

Section 7. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Executive Board for the unexpired portion of the term.

ARTICLE XI Meetings

Section 1. There shall be an Annual Meeting of the Unit Owners Association held within the same quarter of the calendar year as the organizational meeting was held (which must be held within six (6) months of the date Declarant has conveyed to third parties more than half 1/2) of the Apartments in the Regime, provided Declarant shall call or provide the means to call such organization meeting) and at a time and place designated by the President. Notice of the annual meeting shall be given to all Unit Owners by mail or electronic mail at least twenty (20) days prior to the date of the meeting.

Section 2. Special meetings of the Unit Owners Association may be called by the Board. Also, upon request of voting members totaling fifty (50%) percent of the total votes of the Association in writing made to the Secretary stating the purpose therefore, a special meeting shall be called by the Secretary of the Association to be held within forty (40) days thereafter. Special meetings of the Unit Owners Association may be held at the call of the President upon five (5) days notice by mail to all members. Such notice shall state the purpose for which the special meeting is called and no other business shall be transacted at said meeting.

Section 3. Voting members holding fifty-one (51%) percent of the total votes of the Unit Owners Association must be present personally or by proxy to constitute a quorum at all Annual and Special Meetings of the Unit Owners Association. Should voting members holding fifty-one (51%) percent of the vote not be present or constitute a quorum at an Annual Meeting of the membership, a special Board meeting may be called by the President or the Secretary and by the action of two-thirds (2/3) of the entire membership of the Executive Board a quorum may be declared provided there are Voting members holding at least twenty-five (25%) percent of the total outstanding votes of the Unit Owners Association present and that the business to be conducted at such meeting does not require that a greater number of Voting Members be present.

Section 4. Any action required by law to be taken at a meeting of the Unit Owners Association or any action which may be taken in a meeting of the Unit Owners Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Voting Members holding not less than two-thirds (2/3) of the entire votes entitled to vote on the subject matter thereof and further provided the same is not otherwise prevented by these By-Laws, the Declaration or the Act.

Section 5. When notice to Unit Owners is required, the mailing of such notice to the last known address of the Unit Owners Association's records shall constitute notice.

ARTICLE XII

Obligations of Unit Owners

Section 1. Each Unit Owner is obligated to pay all annual, monthly and special assessments and charges levied and imposed by the Unit Owners Association and/or through its Executive Board for such purposes as are enumerated in the Declaration, in the Act and in these By-Laws. Such charges or assessments so levied shall be paid on or before the date(s) affixed by resolution of the Board.

Written notice of the change in any assessment and the date the payment shall be paid shall be sent to each Unit Owner at the address given by such Unit Owner to the Secretary of the Association. All common assessments shall be prorated dependent upon each Unit Owner's percentage of ownership in the common elements as is determined and set forth in the Declaration and the Exhibits thereto. Such assessments shall include monthly payments to a general operating reserve in a reserve fund for replacements and all other things as required or set forth in the Declaration, the Act and/or these By-Laws.

Section 2. The amount of assessment levied shall be paid on or before the date due. If not so paid, the amount of such assessment plus any other charges thereon including interest at the maximum limit provided by law per annum from the date of the delinquency and cost of collection, including attorneys' fees, shall constitute and become a lien on the Unit Owner's Apartment and share of the common elements and common surplus appurtenant thereto. Upon recording the lien with the proper governmental authority for Pocohontas County, West Virginia, such lien rights shall be as provided for and in accordance with the terms and provisions of the Declaration and the Act. The notice of assessment which shall state the amount of such assessment and such other charges and give the number of the Apartment which has been assessed shall be mailed to the Unit Owner thereof. Upon payment of such said assessments and charges or other satisfaction thereof, if a lien has been recorded, the Board shall, within a reasonable time, cause to be recorded a notice stating the satisfaction of and release of said lien. The priority of the lien hereinabove set forth shall be as provided in the Declaration and/or the Act.

Section 3. The lien provided herein may be foreclosed by suit by the Board acting on behalf of the Association in like manner as a mortgage and in such event, the Association may be a bidder at the foreclosure sale. The Association through its Board or duly authorized agent may also pursue all other remedy against any Unit Owner owing money to it which is available to it by law or in equity for the collection of debt.

Section 4. Unless prohibited by law, the lien rights granted the Unit Owners Association may be assigned in whole or as to any one or more particular items to any third party.

Section 5. Upon request, the Board shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

Section 6. The Association through its Board shall suspend any Unit Owner not paying assessments when due and such Unit Owner and any lessee, guest or invitee or other person planning to occupy that Unit Owner's Apartment by reason of permission of that Unit Owner or use the facilities of the Condominium shall be refused entrance into the Condominium and use of the facilities thereof until all assessments and penalties to which such Unit Owner is subject have been paid.

Section 7. Each and every Unit Owner shall perform promptly all maintenance and repair work required of individual Unit Owners by the Declaration, the Act or these By-Laws or which is within his own Apartment which, if omitted, would affect the Condominium in its entirety or in a part belonging to some other Unit Owner(s). The Association shall be responsible for all maintenance and repair work required of the Association in the Declaration, these By-Laws and/or the Act. A Unit Owner shall reimburse the Association if there be any expenditures incurred in repairing and/or replacing any common elements or facilities damaged by such Unit Owner, his family, guests, invitees or lessees.

Section 8. Each Apartment, other than any Apartment owned by Snowshoe Summit Development Company or its express designee(s), shall be utilized for residential purposes only, provided, however, such shall not prevent rent or lease of his Apartment by a Unit Owner to a lessee or renter to use for residential purposes.

Section 9. No Unit Owner shall make any structural modifications or alterations in his apartment or upon any common elements without the approval of the Unit Owners Association through the Executive Board.

Section 10. No Unit Owner, his family, guests, invitees or lessees shall place or cause to be placed in any common areas or facilities any furniture, package(s) or object(s) of any kind. Such areas shall be used for no purpose other than normal transit through them and/or use of the facilities provided

Section 11. Each Unit Owner shall and does hereby grant right of entry to the Board or its duly authorized agent in the case of any situation provided for in the Declaration or the Act whether such Unit Owner is present at the time or not.

Section 12. No occupant of an apartment shall post any advertisements or posters of any kind in or on the Condominium property except as authorized by the Board or as is permitted in the Declaration; provided, however, this provision shall not be applicable to Snowshoe Summit Development Company during the period it is managing, renting or selling apartments.

Section 13. Occupants of apartments shall use extreme care about making noises or the use of musical instruments, radio, television and/or amplifiers that may disturb other occupants and in the event so notified by the Board or its duly authorized agent, such occupant shall immediately cease and desist such activity. It is prohibited to hang garments, rugs, etc., from the windows or from any sides or from any of the buildings or parts thereof. It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc, by being on the exterior part of any of the buildings.

It is prohibited to throw or place garbage or trash outside the disposal installation(s) provided for such purposes.

Section 14. No Unit Owner, occupant or lessee of an apartment shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or roof of any building except as authorized by the Board.

Section 15. Nothing herein contained shall limit in any manner the power of the Association and/or Board to issue or promulgate such Rules and Regulations as are deemed necessary or desirable for the use, occupancy and enjoyment of the Condominium by the Unit Owners and/or occupants thereof. Further, all obligations imposed by the Declaration, its Exhibits and/or the Act are hereby incorporated by reference as further obligations as fully as if herein set forth.

Section 16. The Executive Board shall have the right to enter into such agreements as it deems desirable to provide common services or to lease equipment for the uses and enjoyment of the Unit Owners or any one or more Unit Owners. Such rights shall include but not be limited to the right to enter into lease and/or use and/or purchase agreements with third parties to provide recreational equipment and facilities and/or to install, sell and/or lease to the Condominium a MATV system and/or cable television system and/or television sets. Furthermore, the Executive Board appointed by Snowshoe Summit Development Company shall have the right to enter into such agreements on behalf of and for the Unit Owners Association, its Board and the Unit Owners which agreement(s) shall be binding upon the Unit Owners Association and each and every Unit Owner.

ARTICLE XIII

Mortgages

Section 1. Any Unit Owner who mortgages his condominium Unit or any interest therein shall notify the Executive Board of the name and address of his mortgagee and the Board shall maintain such information in a book entitled "Mortgages of Condominium Units".

Section 2. The Board shall, at the request of such mortgagee, report any unpaid assessments due from the Unit Owner of such condominium Unit so mortgaged.

Section 3. Any and all Institutional Mortgagees shall have all rights and powers granted unto them by the Declaration and/or The Act and nothing herein contained shall supersede such rights and powers. In the event any right or duty or power herein delegated or granted unto the Association or Board by these By-Laws is given to an Institutional Mortgagee by reason of the Declaration and/or The Act or should that Institutional Mortgagee by reason of the Declaration and/or The Act have any voice in such decisions, then such Institutional Mortgagee is hereby given and granted such rights and powers and vote in such decisions as are thereby granted.

ARTICLE XIV

Rules and Regulations

The Executive Board shall be and is hereby empowered to promulgate and issue such Rules and Regulations from time to time and to amend and alter any Rules and Regulations theretofore promulgated and issued as it may in its sole discretion determine necessary and desirable for the continued maintenance and upkeep, use and enjoyment of any apartments, common areas of facilities contained within the Condominium, subject, however, to such restrictions upon such as contained in the Declaration, its Exhibits and The Act together with any Rules and Regulations issued thereunder. Such Rules and Regulations shall be binding upon and enforceable upon all Unit Owners, their families, guests, invitees and/or lessees, and all occupants of Apartments.

ARTICLE XV

Contracts, Checks, Deposits, Agreements and Funds

Section 1. The Executive Board may authorize any officer or officers or agent or agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf

of the Association and/or the Unit Owners thereof. Such authority may be general or confined to specific instances.

Section 2. All checks, drafts or orders for the payment of notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Council (pursuant to a management agreement) in such manner as shall from time to time be determined by the resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer (or duly authorized assistant treasurer) and by the President (or Vice President).

Section 3. All funds of the Unit Owners Association and/or received by it from or on behalf of the Unit Owners shall be deposited from time to time to the credit of the Association at such banks, insurance companies, trust companies or other depository as the Board or the property manager, if appropriate, pursuant to a management agreement, may select or as the circumstances and purposes of such deposits may require.

Section 4. The Board may accept on behalf of the Association any contribution, gift, bequest or device for the general purposes or for any of the special purposes of the Association.

ARTICLE XVI Certificates of Membership

Section 1. The Board shall provide for the issuance of certificates evidencing membership in the Association to each Unit Owner which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President and by the Secretary and shall be sealed with the seal of the Association, if any. All certificates shall be consecutively numbered. The name and address of each Unit Owner and the date of issuance of the Certificates shall be entered on the records of the Association. If any certificates may become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board may determine.

Section 2. Upon purchase of the Condominium Unit, a certificate of membership shall be issued in the name of the Unit Owner thereof and delivered to the Unit Owner by the Secretary. Such certificate shall be nontransferable and shall be immediately surrendered to the Board upon termination of ownership for any reason. Further, should such Unit Owner fail to surrender such certificate upon termination of ownership such termination shall automatically terminate and such membership certificate shall become null and void.

Section 3. Any Unit Owner failing to pay assessments when due may have his membership in the Association and his use of his Apartment and the facilities of the Condominium suspended by the Board. Any Unit Owner thus suspended shall immediately be notified in writing by the Secretary.

ARTICLE XVII Books and Records

Section 1. The Association and the Board shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Association, of the Board and committees

having any authority of the Board and/or the Association and shall keep at the registered office a record giving the names and addresses of the Co-Owners who are Voting Members.

Section 2. For purposes of voting at all meetings of the Unit Owners Association, that person designated as Voting Member for a particular apartment shall be conclusively so presumed to be the Voting Member therefore until the Secretary be notified of a change in the Voting Member. The names of the Voting Members entitled to vote at any meeting and may not thereafter be changed without the express permission of the Board. For purposes of this section, deposit of notice in the United States mail prepaid or personal delivery shall constitute delivery.

ARTICLE XVIII Miscellaneous

Section 1. Each person elected and qualified as a Director or Officer (including the initial Executive Board appointed by Declarant and Officers selected by it) shall be indemnified by the Association against expenses actually and necessarily incurred by and in connection with the defense by such person of any action, suit or proceeding in which they are made a party by reason of his being a Director or Officer except as to matter as to which they are adjudged to be liable for gross negligence or willful misconduct. The right of indemnification shall inure to each Director or Officer when such matter occurred during the time that such person was a Director or Officer even though such action takes place after such Director or Officer has been succeeded in office by someone else. Such payment by the Association shall be included as a part of the common Expenses.

Section 2. Any question as to the interpretation of these By-Laws shall be determined by simple majority of the full Board.

Section 3. The Unit Owners Association and its Board of Directors, through its Board of Directors, may assign any or all of its rights, duties, powers and obligations hereunder, under the Declaration and the Act unless expressly prohibited by law. consistent therewith, the Executive Board is hereby authorized and empowered, should it in its sole discretion determine appropriate, to on behalf of itself, the Unit Owners Association and the present and future Unit Owners thereof enter management and other agreements with third parties so assigning for the management of the Regime and/or use, benefit and/or enjoyment of the Unit Owners thereof.

Section 4. Robert's Rules of Order shall apply in any meeting of the Board or of the Association unless in conflict with the By-Laws, Declaration or the Act in which case these By-Laws, the Declaration and/or the Act shall control.

ARTICLE XIX Compliance

These By-Laws are set forth to comply with the requirements of the Uniform Condominium Act, Section 36B-1-101 thru 36B-4-115, Code of Laws of West Virginia. In case any of these By-Laws conflict with the provisions of The Act, the provisions of The Act shall apply. In the Event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE XX
Amendments

These By-Laws may be amended by a vote of two-thirds of the total voting members of the Corporation, unless some other or greater vote is required herein, in the Declaration and/or in The Act. The percentages and vote set forth in the Declaration and Exhibits thereto are based upon the value of each apartment in relation to the entire Condominium property.

ARTICLE XXI
Incorporation

Nothing herein contained shall prevent the Association from, in the future, incorporating, if such be approved by a two-thirds vote of the Voting Members and not objected to by any Institutional Mortgagee of record provided, however, such shall not work to void or avoid any rights, duties, obligations or liabilities of the Association or of any individual Unit Owner under the Declaration, the Act or herein, or therefore made or entered into, whether than executory or not.

ARTICLE XXII
Dissolution

Termination of the Condominium shall automatically dissolve this Association. It may also be dissolved in the manner provided by law. Upon dissolution those funds held by the Association for the Unit Owners shall be turned over the Association's successor as governing entity of the Condominium, or if the condominium be terminated, after payment of all debts and expenses, divided as provided according to the percentage ownership interests of the Unit Owners in the common Elements and disbursed as provided in The Act and/or the Declaration, provided, however, the residual of any property of any nature owned by the Association not held by it on behalf of the Unit Owners or any of them, shall, if appropriate, be turned over to one or more organizations which, themselves, are exempt from Federal Income Tax as organizations described in Sections 501 (e) (3) and 170 (c) of the Internal Revenue Code and from West Virginia Income Tax, or to the Federal, State or Local Government for exclusively public purposes.

These By-Laws are hereby adopted, accepted and fully ratified as THE BY-LAWS OF SNOWCREST CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. this 15th day of October 1982, amended October 24, 2009, amended January 12, 2013, amended April 5, 2018, and amended November 15, 2025.

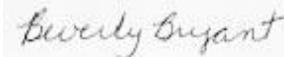
Witnesseth:

Bailey Hill
(SEAL)

Beverly Bryant- Secretary
(SEAL)



President

ATTEST: 

STATE OF _____

COUNTY OF _____, to-wit:

I, _____, a Notary Public, in and for the State and County aforesaid, do hereby certify that _____, whose name is signed to the foregoing agreement, bearing date the _____ day of _____, 20____, has this day acknowledged the same before me in my said State and County.

Given under my hand this _____ day of _____.

Notary Public

My Commission expires: _____.