

Corrotoman By The Bay Association, Inc, Administrative Policy Manual

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1. Definitions:
As resolved by the Board

- 1. **Association:** Corrotoman By The Bay Association, Inc.
- 2. **CBTB:** The subdivided property known as Corrotoman By The Bay
- 3. **Common Property:** All lands and private roads maintained by the Association as per the chain of title and all improvements thereon.
- 4. **Guest:** Any person(s) visiting or accompanying a resident or renting a property on a short term (less than one year). The right of access to member facilities shall be by the member who extended the guest's invitation. The member shall be responsible for any actions of the invited guest and their party.
- 5. **Member:** Any person(s) or corporation holding title to real property within the boundaries of the subdivision "CBTB" as described in the covenants.
- 6. **Renters / Lessee:** Any person(s) leasing a residential property within CBTB with a minimum lease of one year, and shall be given access to all member facilities, and shall be considered temporary, non voting members of the Association. Access may be denied for unpaid dues or fees and/or violations of rules or policies.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael J. Carter, Secretary of the Board

Corrotoman By The Bay Association, Inc. Administrative Policy Guidelines Manual

2. Preface

MISSION STATEMENT

The Board of Directors of Corrotoman-By-The-Bay Association, Inc., mission is to protect and preserve the interest of the property owner members of Corrotoman by the Bay subdivision, both individually and collectively. To accomplish this the Board of Directors will:

1. Perform faithfully, to the best of their ability, to serve in the capacity they were elected.
2. While not diminishing the rights of any individual member, the Board shall act in the best interest of the Association as a whole.
3. Act prudently with fiscal responsibility, to preserve and protect the assets of the Association.
4. Follow the guidelines as set forth in the governing documents and amend policies and procedures to benefit the Association members whenever possible.

This administrative policy manual is designed to be a working document and act as a guideline for the Board of Directors and the general membership of CBTB. It is a replacement of the previous document "Regulations and General Guidelines for Operation" and is meant to be modified as needed in a changing environment. Any change to the document will be by amendment; dated and signed at the meeting in which the amendment is ratified by the board.

The policies herein are based on all documents applicable to CBTB, including, but not limited to:

1. The Declaration Covenants recorded in Lancaster County
2. The By-laws of the Association
3. The Articles of Incorporation
4. The Virginia Property Owners Act
5. Virginia Non Profit Corporation Act

The policies of the Association shall conform to all laws as mandated by the jurisdiction having authority. The Board of Directors shall strive to see that all codes, ordinances, and policies are adhered to by the membership through virtue of their governance and shall have authority to act on behalf of the Association to correct deficiencies as necessary.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael G. Carter, Secretary of the Board

3. Architectural Control

A. Purpose:

1. To establish guidelines based on the declaration covenants and provide consistency in the building and use limitations of properties within CBTB.
2. Administer, through committee, the rules governing building and use limitations.
3. Provide uniform procedures and record keeping for approval of projects.

B. Administration:

1. The Board of Directors shall appoint a committee not less than three (3) members of the association.
2. One board member, appointed by the president at the annual meeting, shall serve as chair of the committee.
3. The board shall review, by report of the chairperson, all documents approved or disapproved by committee at each regular meeting of the board.

C. Guidelines:

1. All rules shall conform to those set forth in the declaration covenants as recorded in the Clerk's office of Lancaster County, with the following exception(s);
 - a. When a governing regulation has authority to supercede the declaration;
2. All residences within CBTB shall comply with the uniform building code as adopted by the State of Virginia.
3. The minimum compliance code for accepted residence shall be the Building and Zoning Codes and Ordinances of the County of Lancaster, Virginia.
4. All permanent residences shall be above grade, when complete. No person shall occupy an incomplete dwelling. Occupation of additions or remodel projects shall comply with county ordinances.
5. No dwelling may be occupied without a "certificate of occupancy" issued by the county.
6. Rules regarding mobile structures of a temporary nature, as further defined from the covenants;
 - a. No camping is allowed within CBTB. Occupation of campers or recreational vehicles may be permitted by the Architectural Committee for up to six (6) months during construction of a permanent residence.

- b. The Architectural Committee must approve all campers, recreational vehicles, or similar vehicles stored or parked on private property. A request, in writing must be submitted to the association's Architectural Control Committee.
- c. All above vehicles must have current, in effect license, tags, and insurance.
- d. All above vehicles must remain in good condition and not become unsightly in the opinion of the Architectural Committee.
- e. Failure to comply with the above rules and or failure to maintain the vehicle may result in removal of the vehicle at the owners expense.

D. Procedure:

1. A "Land Use and Construction Application" must be submitted to the association prior to commencement of any construction as outlined in the declaration covenants. It is highly recommended to send documents by certified mail.
2. Applications may be requested from and submitted to the association at the following address:
CBTB
P.O. Box 99
Mollusk, VA 22517
3. The Architectural Committee shall review and respond to the applicant within thirty (30) days of receipt of the complete application.
4. In the case of incomplete applications, or lack of supporting documents, the committee shall notify the applicant within fifteen (15) days to provide the required information.
5. The Architectural Control Committee shall forward all responses to applications by certified mail.

E. Appeals:

1. Denial of application by committee may be appealed to the full Board of Directors at the next regular board meeting.
2. The board shall have thirty (30) days to render final ruling.
3. Members may exercise the "Due Process and Enforcement" rules as outlined in section 120.
4. The applicant shall submit to the Board any written materials he or she wishes to be considered no later than ten days before the Board meeting at which the initial review is scheduled.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael H. Carter, Secretary of the Board

Application # _____ Name _____ Lot# _____ Phone# _____

Corrotoman By The Bay (CBTB)

Land Use and Construction Application

Instructions:

The Architectural Control Committee, appointed by the Board of Directors of CBTB, has prepared the following application to assist property owners in construction projects and enhancements to private properties located within this subdivision. This application is intended to cover all areas as defined in the covenants but may be modified by descriptive comments and attachments as needed to meet any special request of property owners. Please refer to Article VI and VII of your covenants for building and land use limitations.

Return application to: **CBTB P.O. Box 99 Mollusk, Va. 22517**

- 1. New construction (permanent requiring foundation)**
 - A. Submit one full set of plans with elevations
 - B. Submit one Lancaster County approved site plan or survey with construction area outlined
 - C. List exterior wall finish: Wall _____
 - D. Roof Material _____

- 2. Additions and alterations to existing structures**
 - A. Submit plans or scale drawing of proposed project
 - B. Submit copy of plat with scale drawing of site work
 - C. Exterior finish: before, _____ ; after, _____
 - D. Roof material: before, _____ ; after, _____

- 3. Pools, septic systems, site work or any work requiring heavy equipment on CBTB roads**
 - A. Submit copy of plat and health permit outlining the scope and location of work

- 4. Storage facilities and non permanent structures (not requiring foundations)**
 - A. Submit plans, scale drawings or manufacturers specifications
 - B. Submit copy of plat with location of proposed structure to scale
 - C. Exterior finish: _____
 - D. Roof material: _____

- 5. Fences, walls or other structures not outlined**
 - A. Submit copy of plat showing the location of proposed work to scale
 - B. List dimensions: height _____, section length _____, total length _____
 - C. Material: _____
 - D. Description: _____

Additional comments or information: _____

Items 1, 2, & 3 require a one thousand dollar (\$1000) road damage deposit held in escrow during the construction phase. This deposit is returned after all work is completed and an inspection certifies there is no damage to CBTB property. This fee does not apply to any construction site entirely accessed by roads under control of the Virginia Department of Transportation. The property owner assumes all responsibility for their agents and or contractors during the term of this project. The property owner agrees to reimburse CBTB for all costs of repairs in excess of the deposit and any costs of collection including reasonable attorney's fees.

The property owner shall comply with all local, state and federal regulations and codes applicable to the project.

All structures shall be completed on the exterior within **6 months** from start of construction.

Signed: _____ (Seal) Date: _____
Property Owner

_____ (Seal) Date: _____
Property Owner

Accepted: _____ Date: _____
Architectural Control Committee Chairperson

Deposit required: Y N Amount: _____ Check# _____ Date: _____

Post Construction

Approved: _____ Date: _____
Road Committee

Deposit returned: _____ Date: _____

Please allow **30 days** from acceptance by the Architectural Committee for Board approval. Incomplete applications will not be approved. Please contact the Architectural Committee or Board member if you have a question concerning this application. Every effort will be made to expedite your request in conformity with the Covenants of CBTB.

A signed copy of this application approved in accordance with the covenants of CBTB shall serve as notice of compliance to proceed with work.

Revised: Pending review and approval

4. Billing and Collections

- A. Schedule of billing for maintenance assessments as prescribed by the Declaration Covenants:
1. The fiscal year begins on March 1 of each year.
 2. Billing will be mailed no later than February 15 with a due date of March 1.
 3. Any assessment not paid by April 1 is considered past due and will be assessed additional fees and interest as applicable.
 4. Second notices will be mailed no later than April 10 marked "Due Immediately".
 5. Bills not paid by April 25 will be sent a third notice and the bill will be noted "Failure to pay this amount within 10 days will result in legal action to collect this debt".
 6. All unpaid bills on May 15 will be given to a local attorney to draft a certified letter of notice as prescribed by the Virginia Property Owners Act.
 7. Any unpaid balances left on the expiration of the certified notice shall be cause to initiate a Legal Remedy by counsel to protect the interest of the Association. This lien shall be filed within 12 months of the date due.
 8. The Board may continue to pursue all means allowable by law to collect the debt owed.
- B. Responsibility:
1. The Treasurer shall be responsible to authorize the accounting firm to begin billing.
 2. The accounting firm immediately upon delivery shall do posting of payments.
 3. The accounting firm will advise the Treasurer of the status of all accounts.
 4. The Board of Directors shall do the hiring of a local attorney to collect debts in the regular meeting prior to May 15.
 5. The Treasurer shall advise the Board of all delinquent accounts at each regular meeting.
 6. With the mailing of the third notice all member rights are suspended until the account is satisfied.
- C. Miscellaneous billing procedures:
1. Lots divided by survey may be billed between parties, in fractional units, such as one half or one third, so long as there is no increased cost in billing and collecting.
 2. Corporate owned or multi-party owned single lots will be billed to the primary (first) person on the deed and that party shall be responsible to collect and remit payment.
 3. Notice of address and or ownership change shall be the responsibility of the owner and the notice shall be mailed to CBTB at PO Box 99, Mollusk, VA 22517.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael J. Carter, Secretary of the Board

5. Common Facilities Use / Access / Responsibilities

A. General:

1. Serving of alcohol;

- a. The Association is not licensed to serve or distribute products that contain alcohol.
- b. Any serving of alcohol shall comply with all state and local laws and regulations.
- c. Any serving of alcohol, on association property, must be approved by the Board of Directors. All requests for such service shall be in writing and presented at a regular board meeting.

2. Pets;

- a. Pet regulations exist in Lancaster County and are controlled by County Ordinances, State Law and enforced by the county's Animal Control officers.
- b. Members, guests and lessees will comply with existing laws and regulations.
- c. Pets shall be kept under control at all times and should not be allowed to become a nuisance.

A. Boat Dock / Boat Ramp Water Access Facilities

A. Responsibility:

1. The restrictive covenants and by-laws provide the basis for the authority Of CBTB's Board of Directors, the authority, to establish regulations and standards of conduct to protect members and property from damage or injury. The same authority allows for adjustments in access and fees pertaining to boat launching, docking, and water access lot facilities. The regulations apply to guest as lessees as well as members.
2. It is the policy of the Board or Directors to support and maintain a docking and launching facility at CBTB.

B. Dock Policy:

1. The Association shall maintain a limited number of slips for the seasonal docking of boats. The number of slips will be commensurate with the availability of funds and in compliance with all applicable laws.
2. No person is assured of obtaining a seasonal dock space.
3. Dock space shall be awarded on a first come first serve basis. Applications for slips will be accepted beginning on February 1 of each year. All applications received prior to that date will be considered as accepted on February 1. Applications are available by mail at: CBTB, PO Box 99, Mollusk, VA 22517, and should be returned to that address.
4. If applications received on that date exceed the available slips, dock space will be awarded by a drawing of names held at the next available regular board meeting.
5. All applications for dockage must be complete and include the following:
 - a. Copy of the current registration,
 - b. Copy of the current liability insurance coverage,
 - c. Emergency contact number,
 - d. Payment of applicable fee.

6. Boat owners are responsible to properly secure their boat in the assigned location. The boat owner will be held liable for any damage caused by improper securing of the watercraft.
7. There will be no fueling of any watercraft at the dock, on, or adjacent to CBTB property.
8. There will be no overboard dumping or discharge of any kind.
9. Overnight stays are not permitted on watercraft or on the common property.
10. All trash shall be removed from the common area.
11. No permanent attachments are permitted on the dock or bulkhead without approval of the Dockmaster.
12. No swimming is allowed from the dock, ramp, bulkhead or shoreline of the water access lot.
13. Any unsafe condition should be reported to the Dockmaster or member of the Board.
14. The season begins on March 1 and runs through December 31. No boats are allowed in the pier slips from January 1 through February 28 (29).
15. In the event a named storm has been forecast by the National Weather Service to strike the Eastern portion of Virginia, all boats moored in slips shall be removed from the dock facility, and stored on the owner's property. Any boat owner failing to remove their boat shall be held liable for any damages incurred.

C. Boat Launching Policy:

1. The Dockmaster shall provide access keys to property owners upon request for their exclusive use of the launching facilities.
2. Use of the ramp is limited to property owners and their guests. Loaning or copying of keys may result in suspension of privileges.
3. The access gate will remain locked when not in use. The gate is only open during launching and retrieving of boats. Securing the gate is the responsibility of the access key holder.
4. Parking is allowed in the designated area only. No overnight parking is allowed. Due to the limited amount of parking available boaters are encouraged to park-

trailers on their property. CBTB is not responsible for damage to vehicles left on common property.

- 5. Improperly parked vehicles will be towed at the owner's expense.
- 6. Property owners having dock work done may request the Dockmaster for access to the ramp for a private contractor to use the area for storage and water access for the contract period. All requests shall be in writing with an estimated time frame of construction. The Dockmaster shall assign space as available.

D. Authority:

- 1. The Dockmaster, appointed by the Board of Directors, shall have full authority to carry out, and enforce the policies approved by the Board. The duties include, but are not limited to;
 - a. Accept applications and assign dock space;
 - b. Collect fees as set by the Board;
 - c. Maintains all records, past and current;
 - d. Issue ramp access keys and records each key as issued;
 - e. Oversees safety and security of the water access area;
 - f. Reports to the Board any problems or corrections as needed;
 - g. Revokes or suspends privileges pending Board review.
- 2. The Association does not supervise or monitor the dock area.
- 3. The Association is not responsible for damage to boats from any cause or theft occurring from a docked boat.
- 4. The owner of the boat is responsible for any damage caused by the use of his or her boat or by a guest's use of his or her boat.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael G. Carter, Secretary of the Board

Corrotoman By The Bay Boat Slip Application

*Property owner name(s): _____

*Lot(s) #: _____, _____, _____, _____

*Address: _____

*Phone #: _____ * Emergency # _____

*Insurance carrier: _____

*Policy #: _____

*Vessel L x W x D: _____

*Registration #: _____

- **Include a copy of current insurance policy and a copy of current registration with this application. Include dock fee listed below as set by the Board.**

I have read the policy "Boat Dock / Boat Ramp and Water Access Facilities" and agree to abide by the conditions as set forth.

Signed: _____ Date: _____

Office use only:	
Dock Fee: _____	Fee paid: _____
Slip Assigned: _____	By: _____ Dockmaster

B. Clubhouse Policy

A. Purpose:

1. To provide guidelines for the use of the clubhouse.
2. Establish a procedure for scheduling and collecting of applicable fees.
3. Establish priority of use and hours of availability.
4. To determine accountability and responsibility for the use of the facility.

B. Guidelines for use by members:

1. The clubhouse is mainly used for CBTB functions sanctioned by the board.
2. Association members may request to use the facilities for private functions.
3. The bathrooms will remain accessible from the outside so long as there is no damage or vandalism.
4. Adults shall only use kitchen facilities.
5. Stoves and other cooking appliances shall be used only to re-heat pre-cooked foods.
6. Wet clothes are not allowed in the main hall or kitchen area.
7. The kitchen sink shall not be used to discard oils, grease or any material from the processing of foods.
8. No paper or other disposal products will be provided for private use.

C. Procedure:

1. A clubhouse use form is available for private use for association members.
2. A fee for use is set by the board and must be included with the completed form.
3. The form must be submitted to the clubhouse superintendent at least two weeks in advance.

D. Availability:

1. The clubhouse is available to all members in good standing.
2. Normal hours of use shall be 8:00 AM to 10:00 PM. Any extension of hours will require board approval at a regular scheduled board meeting and it will be the responsibility of the party requesting extension to see that it is placed on the board meeting agenda prior to that meeting.
3. Priority of use shall be:
 - a. Board meetings and association functions.
 - b. Member request for private use.

Note: In the event of a disaster to one or more association members the board shall have the right to cancel any event to make the clubhouse available to one or more members.

4. The board reserves the right to lease, without fee, to organizations, civic, charitable or professional, or association member groups when, in the opinion of the board, it may benefit the association.

E. Accountability and Responsibility:

1. The clubhouse superintendent shall have full authority to administer the policy on clubhouse use.
2. The clubhouse superintendent will schedule all events and provide a complete schedule to the board at each regular meeting.
3. The association member, whose name is on the application, (Agreement for Lease of Facilities) shall be present at all times of use and will make sure the facilities are left in "as found" condition.
4. Any damage occurring during private use, not immediately repaired, will be handled through the association's policy on due process.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael P. G. Carter, Secretary of the Board

**AGREEMENT FOR LEASE OF FACILITIES
CLUB HOUSE / PICNIC AREA / PAVILION
CORROTOMAN-BY-THE-BAY ASSOC., INC.**

The undersigned, requesting to lease, acknowledges they have read and understand the rules and regulations of CBTB, and will be responsible for complying in full for themselves and any guest of the party leasing the facility.

It is further understood that CBTB Assoc., Inc. is not licensed to serve alcoholic beverages on any facilities owned by CBTB. Any use of alcohol, during the lease period by any persons attending the function will be the sole responsibility of the undersigned requesting to lease.

FACILITY REQUESTED:

Club House: _____	Fee: _____	Ck/Csh: _____
Picnic Area: _____	Fee: _____	Ck/Csh: _____
Pavilion: _____	Fee: _____	Ck/Csh: _____
Grills: _____	Fee: _____	Ck/Csh: _____

DATE (S) REQUESTED:



I accept the terms of the lease agreement.

Signed: _____

Print name: _____

Address: _____

Phone #: _____

Approved: _____, Facilities Supervisor (initials)

C. Picnic Area / Pavilion

A. Purpose:

1. To provide guidelines for the use of the pavilion and picnic area.
2. Establish a procedure for scheduling and collecting of applicable fees.
3. Establish priority of use and hours of availability.
4. To determine accountability and responsibility for the use of the facility.

B. Guidelines for use by members:

1. The pavilion and picnic area is provided for the enjoyment of the general membership.
2. The pavilion, and up to six picnic tables, may be reserved by members for private functions. (The remaining tables should be moved to a separate area for non private use) Tables shall be returned to their original position,
3. A gas grill is available for fee providing the following conditions are met:
 - a. The grill shall be set in a safe area away from combustible materials.
 - b. Only the operator of the grill may be in proximity of the grilling area.
 - c. The operator will remain close to the grill until it has cooled. The grill will not be left unattended during operation or while it is in excess of 100 degrees.
 - d. Once cooled the grill will be cleaned to "as found" condition.

C. Procedure:

1. A clubhouse / pavilion use form is available for private use for association members.
2. A fee for use (if required) is set by the board and must be included with the completed form.
3. The form must be submitted to the clubhouse superintendent at least two weeks in advance.

D. Availability:

1. The pavilion and picnic grounds are available to all members in good standing.
2. Normal hours of use shall be 8:00 AM to dusk. Any extension of hours will require board approval at a regular scheduled board meeting and it will be the responsibility of the party requesting extension to see that it is placed on the board meeting agenda prior to that meeting.
3. Priority of use shall be:
 - a. Association functions.
 - b. Member request for private use.
4. The board reserves the right to lease, without fee, to organizations, civic, charitable or professional when, in the opinion of the board, it may benefit the association.

E. Accountability and Responsibility:

1. The clubhouse superintendent shall have full authority to administer the policy on pavilion and picnic area use.
2. The clubhouse superintendent will schedule all events and provide a complete schedule to the board at each regular meeting.
3. The association member, whose name is on the application, shall be present at all times and will make sure the facilities are left in "as found" condition.
4. Any damage during private use, not immediately repaired, will be handled through the association's policy on due process.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael G. Carter, Secretary of the Board

**AGREEMENT FOR LEASE OF FACILITIES
CLUB HOUSE / PICNIC AREA / PAVILION
CORROTOMAN-BY-THE-BAY ASSOC., INC.**

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It is further understood that CBTB Assoc., Inc. is not licensed to serve alcoholic beverages on any facilities owned by CBTB. Any use of alcohol, during the lease period by any persons attending the function will be the sole responsibility of the undersigned requesting to lease.

FACILITY REQUESTED:

Club House: _____	Fee: _____	Ck/Csh: _____
Picnic Area: _____	Fee: _____	Ck/Csh: _____
Pavilion: _____	Fee: _____	Ck/Csh: _____
Grills: _____	Fee: _____	Ck/Csh: _____

DATE (S) REQUESTED:

I accept the terms of the lease agreement.

Signed: _____

Print name: _____

Address: _____

Phone #: _____

Approved: _____, Facilities Supervisor (initials)

D. Road Policy

Roads:

There are both "Public Roads" and "Private Roads" within Corrotoman-By-The-Bay Association, Inc. (the "Association"), as defined below:

1. **Public Roads:** Roads maintained by Virginia Department of Transportation, the Commonwealth of Virginia and/or the County of Lancaster. The laws, ordinances and regulations of the Commonwealth of Virginia and the County of Lancaster govern the use of Public Roads. Public Roads in the Association include (but may not be limited to) Corrotoman Drive (to the intersection of Bayview Drive and Forest Drive), Bayview Drive and Marina Road. Per the documents in the chain of title to the Association and Association lots, the road right of way for Public Roads extends twenty-five feet from centerline of the road to the private property lines of Association lots along both sides of the road.
2. **Private Roads:** All roads on Association common area maintained by the Association that are not Public Roads. Per the documents in the chain of title to the Association and Association lots, the road right of way for Public Roads extends twenty-five feet from centerline of the road to the private property lines of Association lots along both sides of the road.

Policy:

It shall be the policy of the Board of Directors to support and promote a safe environment on all roads within the Association, and to protect Association property.

1. Any unsafe or unlawful act on Public Roads or Private Roads should be reported to the appropriate law enforcement agency or agencies, which have enforcement authority over both Public Roads and Private Roads within the Association.
2. The maximum speed for vehicles on all Private Roads shall be 15 mph.
3. No unlicensed motorized vehicle of any type (all terrain vehicles, 4-wheelers, motorized bicycles, dune buggies, mopeds, golf carts, go-carts, or any vehicles not registered or not eligible to be registered with the Virginia Department of Motor Vehicles) shall be allowed to operate on the Private Roads; except for lawn maintenance equipment in transit to a job site as long as the proper slow moving sign is displayed and the maximum speed of said equipment does not exceed 7 mph.
4. Any person or entity which damages any of the Private Roads in the Association shall be liable to the Association for such damage and shall be billed by the Association for such damage. Moreover, Association members shall be jointly and severally liable for and billed by the Association for any damage to any of the

Private Roads in the Association caused by their family members, tenants, guests, agents and invitees.

5. Permitted uses of Private Roads for construction purposes are outlined in the Association's architectural control application, which must be approved prior to beginning work.
6. Parking of vehicles on Association controlled property shall only be allowed in designated parking areas.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Michael G Carter

E. Swimming Pool

A. Purpose:

1. The restrictive covenants and by-laws provide the basis for the authority of CBTB's Board of Directors to establish regulations and standards of conduct to protect members and property from damage or injury. The same authority allows for adjustments in access and fees pertaining to the swimming pool. The regulations apply to guest and lessees as well as members.

B. Regulations:

1. All members in good standing will be given the opportunity to purchase a season pool pass. There shall be no access to the pool area prior to obtaining the security access card.
2. The pool committee (or designated person) will issue the access card upon receiving the appropriate fee and an application signed by the member / property owner. The property owner signing the application shall be responsible for all parties under their care. Allowing access through use of their card shall place them "under their care".
3. The CBTB pool is "**swim at your own risk**". No lifeguard or attendant is provided. A courtesy phone is located on the inside of the entry gate.
4. The board annually prior to the opening of the pool will establish a user fee. Pool user fees are not refundable.
5. The annual pool fee will cover property owners and their immediate family as legally defined and will extend to cover grandchildren of property owners.
6. Property owners are allowed to bring up to four- (4) guest(s). Five (5) or more guests will require approval of the pool committee. Ten (10) or more guests will require board approval. All requests shall be made in writing a minimum of two (2) weeks in advance. (No parties in excess of ten (10) will be permitted on holiday weeks or holiday weekends).
7. Hours of access during the season shall be 8:00 AM to dusk daily.
8. Children under the age of twelve (12) must be accompanied by adult, eighteen (18) years of age or older. Childcare staff within a household will be considered as immediate family.
9. Any actions of the member / property owner or their guest or members of their party that causes damage or deterioration to the water quality, that member or property owner shall be liable for all cost incurred to restore the pool to normal.

10. Fast moving summer storms pose a potential threat to life and property. Members should exit the pool area if threatening or severe weather is approaching. No one should re-enter the pool area until the storm has completely passed.

C. Pool rules:

1. No glass containers are permitted within the fenced area surrounding the pool.
2. No running is permitted within the fenced area surrounding the pool.
3. Proper swimming attire is required. Cut-offs and or street clothes are not allowed in the pool.
4. A shower and footbath is required prior to entering the pool.
5. Waterproof rubber pants are required for children in diapers.
6. Rafts or large floatation devices, which could block the bottom of the pool, are not permitted.
7. Diving rules:
 - a. Only one person at a time on the diving board.
 - b. No diving from the side of the board.
 - c. Single bounce only.
 - d. Swim immediately to the side of the pool after diving.
 - e. No swimming in the area under the diving board.
 - f. No goggles, masks or flippers allowed on the diving board.

D. Enforcement:

1. Members are encouraged to report violations of the policy to the pool committee.
2. The pool committee and or board will investigate the violation and take corrective action.
3. Repeated violations may result in suspension of pool privileges.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Muband G. Carter, Secretary of the Board

APPLICATION FOR SEASON POOL PASS

Lot owner(s) _____

Lot # _____, _____, _____, _____

Address _____

Phone # _____

Emergency phone # _____

I / we the undersigned property owner have read the Association's swimming pool policy and agree to abide by the policy as stated.

Signed: _____

Date: _____

Office use only

Season year: _____ Fee: _____ Paid by: _____

Pass card #: _____

F. Tennis Courts

A. Purpose:

1. The restrictive covenants and by-laws provide the basis for the authority of CBTB's Board of Directors to establish regulations and standards of conduct to protect members and property from damage or injury. The same authority allows for adjustments in access and fees pertaining to the tennis courts. The regulations apply to guest and lessees as well as members.

B. Regulations:

1. Tennis courts will remain locked when not in use.
2. Courts are available for all property owners in good standing and their invited guest.
3. The maximum number of playing guest to accompany a member shall be three (3).
4. Members are responsible for the actions of their guest.
5. Upon payment of the user fee the member shall receive an access card or key good for one (1) year. The fee will be due on May 1 and will commence in 2009.
6. Appropriate footwear shall be worn for play to eliminate injury to players or damage to the courts.
7. Courts should be swept free of debris before play.
8. No glass containers or items are allowed in the court area. All trash or debris should be removed upon leaving the courts.
9. In the event players are waiting:
 - a. Court courtesy is normally a limit of two (2) sets for doubles and one (1) set for singles.
 - b. A single family or group shall occupy only one court.
 - c. Play shall be limited to one (1) hour.
10. All other organized activities such as tennis lessons, etc., need to meet the approval of the board. Dates and times of lesson should be posted.
11. The president or a board member should be contacted in the event of:
 - a. A large group using the facilities.
 - b. Hazards, damage or other concerns.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael H. Carter, Secretary of the Board

APPLICATION FOR SEASON TENNIS COURT PASS

Lot owner(s) _____

Lot # _____, _____, _____, _____

Address _____

Phone # _____

I / we the undersigned property owner have read the Association's Tennis Court policy and agree to abide by the policy as stated.

Signed: _____

Date: _____

<p>Office use only</p> <p>Season year: _____ Fee: _____ Paid by: _____</p> <p>Pass card / key #: _____</p>
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CORROTOMAN-BY-THE-BAY ASSOCIATION, INC.

6. POLICY REGARDING DUE PROCESS

WHEREAS, Section 55-513(A) of the Virginia Property Owners' Association Act provides that the Board of Directors shall have the power to establish, adopt and enforce rules and regulations with respect to such areas of responsibility assigned to the Association by the Declaration, except where expressly reserved by the Declaration to members; and

WHEREAS, it is the intent of the Board of Directors of Corrotoman-By-The-Bay Association, Inc. (the "Association") to provide due process procedures pursuant to the requirements of the Virginia Property Owners' Association Act for the resolution of complaints and rule violations in order to protect and benefit the members of the Association and ensure consistent and just enforcement;

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. Complaint.

- A. Any owner or resident, including members of the Board or the Architectural Control Committee or other applicable Committee, may request that the Board take action to enforce the Association's rules and regulations contained in its governing documents [which include all provisions of the Association's Declaration, By-laws, Articles of Incorporation, and any other Association guidelines, resolutions or rules governing the use of the common area and facilities of the Association and/or the personal conduct of Association members and their guests, family members, tenants, and invitees (collectively the "Governing Documents")] and shall:

1. Complete as fully as possible a "complaint" containing:

- a. Name of the person allegedly in violation.
- b. Address or lot number of person allegedly in violation.
- c. Date(s) alleged violation occurred.
- d. Where alleged violation was observed.
- e. Detailed description of alleged violation.
- f. Any personal action(s) taken to attempt to resolve the alleged violation and the dates such action was taken.
- g. Printed name and address of person(s) making complaint,

- h. Signature(s) of person(s) making complaint,
 - i. Date of complaint.
 2. Submit the complaint directly to a member of the Board, who will, as appropriate, promptly bring it to the attention of the entire Board of Directors for a determination as to whether it appears that a provision of the Governing Documents has been violated.

II. Investigation and Good-Will Effort.

- A. The Board, or Architectural Control Committee or other appropriate Committee at the request of and on behalf of the Board, will investigate the alleged violation.
- B. If a violation of the Governing Documents is deemed to exist, then the Board shall:
 1. Make an effort to resolve the dispute without resorting to further procedures by:
 - a. Attempting to contact all parties involved in the dispute to determine their concerns and to clarify and notify the parties of possible violation(s) of the Governing Documents.
 - b. Allowing the party alleged to be in violation to remedy the cause of the dispute immediately upon contact.

III. Demand.

- A. If the Board's good-will effort in Section II does not result in resolution or abatement of the alleged violation, the Board shall:
 1. Execute a written demand letter to cease and desist from an alleged violation and deliver it by first-class mail or hand to the residence of the person violating and to the owner of the lot; if they are different, at the address that the owner has provided to the Association or at the lot address if no other address has been provided.
 2. The demand letter shall contain:
 - a. Name of the person allegedly in violation.
 - b. Street address of person allegedly in violation.
 - c. Date(s) alleged violation occurred.
 - d. Where alleged violation was observed.

- e. Detailed description of nature of alleged violation.
 - f. The action required to abate the alleged violation and the date by which the alleged violation may be remedied without sanction.
3. The alleged violator shall be given at least ten (10) days from delivery of the demand letter to remedy the alleged violation (provided however, that matters determined by the Board to be of a serious safety, health or detrimental nature must be abated within twenty-four (24) hours upon written notice) or to appeal the Board's determination.

IV. Notice of Hearing.

- A. If the alleged violation continues past the abatement period specified in the demand letter as indicated in Section III, or if the Board's determination is appealed or if the same rule is subsequently violated, the Board shall hold a hearing within three (3) months of the date of the abatement deadline set out in the demand letter or the reoccurrence of the alleged violation to render a final determination on the existence of a violation and the possible imposition of sanctions including the assessment of charges against the lot owner for said violation(s).
- B. A notice of hearing shall be mailed at least fourteen (14) days prior to the hearing, by registered or certified United States mail, return receipt requested, to the lot owner(s) of record at the address of their lot and to any such other address as they may have designated. A copy shall be sent to any resident person at the lot address, if named in the complaint.
 1. The notice of hearing shall specify:
 - a. Time, date and place of the hearing.
 - b. That the owner is invited to attend the hearing and shall be given an opportunity to present any evidence, statements or witnesses.
 - c. That the owner may be represented by counsel.
 - d. The alleged violation referencing the provision of Rules or Governing Documents violated.
 - e. Possible sanctions or penalties which could be imposed for the alleged violation.

V. Hearing.

- A. The hearing shall be scheduled at a reasonable and convenient time and place, at

- the discretion of the Board.
- B. The Board, within its discretion, may grant a continuance if requested at least forty-eight (48) hours before the scheduled hearing, provided however, that in case of an emergency a continuance may be granted within that period. No further notice of hearing shall be required in case a continuance is granted.
- C. The hearing shall be conducted in open session and shall provide the Complainant, the Respondent and the Board, or their respective counsel, the right and opportunity to:
1. Call, examine, and cross-examine witnesses.
 2. Introduce testimony and evidence.
 3. Rebut testimony and evidence.
 4. Share equal and reasonable time limits for the presentation of testimony and evidence to be determined by the Board.
 5. Obtain a recording of the minutes of the hearing.
 6. The Association may retain the services of a Hearing Officer to conduct the hearing in accord with these procedures.
- D. A hearing will continue as scheduled, even if any of the parties to the complaint are absent, provided notice of the hearing was given.
- E. The hearing shall be informal regarding legal formalities. Any relevant evidence which is not privileged is admissible without regard to whether such evidence is hearsay or otherwise inadmissible in a court of law. The Board may exclude irrelevant, immaterial or unduly repetitious evidence.
- F. Complainant, Respondent or the Board may cause the hearing to be transcribed at their/its own expense, provided that any person or party entitled by law to transcribe the hearing, other than the Board, must provide prior written notice to the Board of his or her intention to do so. Such notice must be given in writing at least seven (7) days before the hearing and must state the manner in which the hearing will be transcribed. Such notice shall be deemed effective and given on the date it is received by the Board, and may be given to any Board member.
- G. The Board may make a finding, based upon substantial evidence, that a violation has occurred. Other findings shall be reflected in a written statement.
- H. The Board may administer an oath or affirmation to any person upon request of either party.

- I. The Board may expel any party, attorney, witness or spectator from any hearing for improper, disorderly or contemptuous conduct.

VI. Notice of Decision.

- A. The Board will notify the alleged violator of its decision within seven (7) days after the hearing by hand-delivery or registered or certified mail, return receipt requested, to the member at the address of record with the Association
 1. The notification of decision will contain:
 - a. Whether the person has been found to be in violation.
 - b. The provision or document violated.
 - c. The sanctions including charges imposed or other remedies.
 - d. The date on which those sanctions including charges begin.
 - e. Where decision and minutes of meeting may be obtained.

VII. Assessment and Other Remedies.

- A. The Board may assess charges against a lot owner for a violation pursuant to Section 55-513 of the Virginia Property Owners Association Act.
- B. The Board may, upon determining that a violation exists, prescribe or seek any remedies including imposition of sanctions available to it under the Governing Documents, as well as any remedies described in the Virginia Property Owners' Association Act and in other laws of the Commonwealth of Virginia.
- C. The Board may, at its discretion, give a party guilty of a violation of the rules and regulations or the Governing Documents a period not to exceed thirty (30) days to remedy the violation, prior to initiating enforcement actions.
- D. This resolution is intended to expressly provide that the Board is empowered to seek any remedies including, without limitation, those described in Section 55-513 and other sections of the Virginia Property Owners' Association Act.
- E. The Board may, at its discretion, remedy the violation and charge the offending lot owner with all associated costs in doing so..

VIII. Miscellaneous

- A. This Due Process Resolution is to be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.
- B. If any provision of this Due Process Resolution is declared by a court of competent jurisdiction to be invalid or otherwise ineffective, the remainder of this Due Process Resolution shall remain in full force and effect.
- C. The Association's rules and regulations are hereby amended to include this Due Process Resolution.
- D. The Association's rules and regulations are hereby amended to include all provisions of the Association's By-laws, the Association's Articles of Incorporation, and any other portions of the Governing Documents, Association guidelines, resolutions or rules governing the use of the common area and facilities of the Association and/or the personal conduct of Association members and their guests, family members, tenants, and invitees.
- E. This Due Process Resolution may be amended by a majority vote of the Board at a meeting of the Board at which a quorum is present.
- F. The Association, the Board or an appropriate committee shall not be required to employ this Due Process Resolution to enforce the Association's Governing Documents if the Governing Documents or applicable law provide alternative means of enforcement.
- G. Any claim, argument or defense that the Association, the Board or an appropriate committee failed to follow any provision of this Due Process Resolution shall be conclusively waived if not raised during the hearing described in Section V and entered into minutes during said hearing.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on the 14th day of February, 2009 and is effective on the 14th day of February, 2009.


Secretary

7. Purchasing and or Contracting for Good and Services

A. Purpose:

1. This policy provides guidelines for the Board of Directors of the Association, in procedures for the procurement of any item or product or contract for goods or services as required to maintain the common property as prescribed in the covenants.
2. The guidance set forth herein shall be in force from the date of acceptance until changed by a two-thirds vote of the total board of directors.

B. Policy Statement:

1. Any board member may authorize expenditures for goods and service for a single purchase total of five hundred dollars, \$500, or less. Copies of receipts shall be provided to the treasurer along with an itemized list of the purchased item or service.
2. Any contract or purchase exceeding five hundred dollars (\$500) must have prior approval of the board of directors.
3. Any contract or purchase exceeding one thousand dollars (\$1000) must have prior approval of the board of directors and the vote must be by a two-thirds majority of the board members.
4. Prior to a board vote on a contract for a lawsuit, the President shall seek a third party independent legal counsel to review and advise the board of all ramifications.
5. Any contract for lawsuits requires a majority vote of the board of directors with not less than eight (8) board members present.
6. The membership shall be notified immediately by mail if a lawsuit is initiated by the board.

C. Bid Requirements:

1. All purchases for good and services shall be awarded to the vendor that can provide the items or services at the least cost if they can show they can provide the item or perform the service.
2. All contracts and or purchases in excess of five hundred dollars (\$500) shall have a minimum of two bids. (Quotes for services may be accepted, in lieu of bids, with not more than 10% contingency on services, and not to exceed five hundred dollars total

in contingency fees).

Exception;

Any single item or single service, which it is proven only one source is available, may be accepted by 2/3-majority vote of the board.

D. Service Contracts:

1. Service contracts may be awarded for multiple years not to exceed 5 years without being renegotiated. If the contract is to exceed one thousand dollars in any one year it must be approved annually as a budget line item by a 2/3 vote of the board of directors.

E. Cancellation of Contracts:

1. The terms of the contract shall guide the ability to cancel. The board of directors must authorize cancellation for non-performance by a majority vote.

F. Violations:

1. If any board member willfully and knowingly violates this policy they shall be removed from the board of directors.

G. Variances:

1. Variances from this policy may be granted by a majority vote of the board of directors and shall be done as a written variance with the terms stated and signed by the treasurer and president.

H. Theft or misappropriation of association funds:

1. Any theft or misappropriation of funds shall be prosecuted. The alleged violation shall be turned over to the Lancaster Sheriffs Office for investigation and prosecution.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors on this, the 14th day of February, 2008 and is effective on the 14th day of February, 2008.

Attest: Michael Carter, Secretary of the Board