BLUE RIDGE PROPERTY OWNERS ASSOCIATION, INC.

***

RECORDED RESTRICTIONS

***

ARTICLES OF INCORPORATION

***

BYLAWS

***

POLICIES, RULES AND REGULATIONS

As Adopted December 26, 1973
Codified as of January 1, 1990
To include Amendments/ additions through December 31, 2019

THIS BOOKLET IS THE OFFICIAL PUBLICATION OF THE BLUE RIDGE PROPERTY OWNERS ASSOCIATION'S BYLAWS AND RULES AND REGULATIONS. INCLUDED ARE THE RECORDED RESTRICTIONS THAT RUN WITH THE LAND, AND THE ARTICLES OF INCORPORATION.

CHANGES TO THE BYLAWS AND RULES AND REGULATIONS ARE ESTABLISHED BY VOTE OF THE MAJORITY OF A QUORUM OF THE BOARD OF DIRECTORS AT A REGULAR OR SPECIAL MEETING OF THE BOARD. ALL CHANGES SUBSEQUENT TO THE PUBLISHING DATE OF THIS DOCUMENT HAVE BEEN OR WILL BE PUBLISHED IN THE SHORE LINE AND ARE ALSO AVAILABLE IN THE ASSOCIATION OFFICE.

AMENDMENTS TO THE ARTICLES OF INCORPORATION ARE MADE UPON RECOMMENDATIONS OF THE BOARD OF DIRECTORS TO THE MEMBERS AND FOLLOWED BY A POSITIVE VOTE OF TWO-THIRDS (2/3) MAJORITY OF THE MEMBERS, IN PERSON OR BY PROXY, AT A SPECIAL MEETING THAT IS HELD AFTER PROPER NOTICE HAS BEEN GIVEN. THESE PROCEDURES ARE MANDATED BY THE VIRGINIA NON-STOCK CORPORATION LAW.

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RECORDED RESTRICTIONS
BINDING ALL LOTS IN BLUE RIDGE SHORES

The following restrictive covenants and conditions shall be applicable to and binding upon those certain lots and parcels of land shown on a certain plat or plats of Blue Ridge Shores Subdivision, filed or to be filed for record in the Clerk's Office of the Circuit Court of Louisa County.

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas on the maps or plats aforesaid.

2. Not more than one single-family dwelling house may be erected on any such residential lot, or more than one other building for garage or storage purposes in connection therewith and provided further than such garage or storage building shall not be constructed prior to the dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on said lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside wall. No trailers, tents, shacks or other structure shall at any time be occupied as a residence on said property and no trailer designed for living purposes shall at any time be brought upon or stored upon said property.

3. No residence of less than 600 square feet of living space, exclusive of the porch area, shall be erected or constructed on said lots. Plans for buildings to be constructed or erected on said lots shall be subject to approval of Blue Ridge Shores, Inc., or its assigns, before construction is started.

4. No porch or projection to any residence or appurtenant building thereto shall extend nearer than 20 feet from the front line of the property or within 8 feet from the line of any abutting owner, except where set-back lines appear on the plat, structures or appurtenant buildings thereto may be constructed within the described areas shown by such lines.

5. No outside toilets shall be allowed on said lots. No waste shall be permitted to enter Lake Louisa and all sanitary arrangements must be inspected and approved by local or state health officers before any septic tanks are installed or before waste disposal systems shall be constructed. No drain field or other disposal system shall be allowed nearer than 50 feet from the high water mark of Lake Louisa.

6. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Blue Ridge Shores, Inc., or its successors and/or assigns.

7. Blue Ridge Shores, Inc., for itself, its successors, assigns and licensees reserves easements, as shown on said plats, over, through and upon said land for the installation of utilities and drains and the maintenance thereof. Blue Ridge Shores, Inc., for itself, its successors, assigns and licensees also reserves the right to install and operate electric and telephone lines, poles and appurtenances thereto; gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Blue Ridge Shores, Inc., for itself, its successors, assigns, and licensees also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The owners of said land shall have no cause of action against Blue Ridge Shores, Inc., its successors, assigns or licensees either at law or in equity, excepting in cases of willful negligence by reason of any damages caused said land in installing, operating and maintaining above mentioned installations.

8. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Blue Ridge Shores, Inc., its successors and/or assigns. No loud or annoying motors shall be permitted on the lake between the hours of 10:00 PM and 8:00 AM.

9. No noxious or offensive trade or activity shall be carried on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

10. These restrictions shall be considered as covenants running with the land and shall bind the purchasers of all lots shown on the subdivision map or maps hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators and assigns, and if said owners, or any of them, their heirs, executors, successors or assigns shall

violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision in which said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

11. Restriction No. 1 contained herein shall continue for a period of 99 years from the date of the recordation of these restrictions in the Clerk's Office of the Circuit Court of Louisa County, Virginia.

12. All of the restrictions, conditions, covenants and agreements contained herein, other than restriction No. 1 herein, shall continue until January 1, 1970, and may as then in force, be extended from that date for a period of ten years without limitation by the assent, evidenced by appropriate agreement entitled to record, of the owners of two-thirds in area of the property described in said deed, exclusive of streets, private lanes and parks, private or otherwise.

The foregoing restrictions were recorded in the office of the Clerk of the Circuit Court of Louisa County, in Deed Book 106, Page 416, on April 1960.

(Note: the necessary agreement was recorded to extend these restrictions until January 1, 2030.)

ARTICLES OF INCORPORATION
OF
BLUE RIDGE PROPERTY OWNERS ASSOCIATION, INC.

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia and to that end set forth the following:

A. The name of the corporation is Blue Ridge Property Owners Association, Inc.

B. The purpose or purposes for which the corporation is organized are:

1. To have an Association composed of members who are property owners in the development in Louisa County, Virginia, known as Blue Ridge Shores, and to provide rules and requirements for such membership and to provide rules and regulations for maintenance, upkeep and enhancement of each owner's property to the end that the same may inure to the benefit of the property of the members of this Association;

2. To provide Bylaws for the operation of the Association, and to improve, promote and protect all property transferred or deeded to the Association for the benefit of the members of the Association and to adopt rules for the improvement, promotion and protection of the members of the Association and property owners in the development known as Blue Ridge Shores in Louisa County, Virginia;

3. To exercise all the powers conferred by the laws of Virginia upon non-stock corporations; it being hereby expressly provided that the foregoing enumeration of purposes shall not be held to limit and restrict in any way such general powers.

C. The corporation shall have one class of members. Each and every Owner of a Lot (as such terms are defined below) in Blue Ridge Shores shall automatically be a member of the Association; provided, however, that any person or entity who holds a lien or security interest on an Owner's interest in a Lot for the performance of an obligation shall not be a member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such lien or security interest. The members of the corporation shall have such rights and privileges of membership, including the right to vote, as conferred by, and subject to the limitations set forth in the Bylaws of the corporation.

1. As used in this Article C, the following terms shall have the following meanings:

(a) "Lot" shall mean each of the numbered lots shown upon the recorded subdivision plat of Blue Ridge Shores but shall not include any common areas.

(b) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but, excluding any person or entity holding title to any Lot merely as security for payment of an obligation. If there is recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, a long-term contract of sale covering any Lot, the Owner of such Lot shall be the purchaser under such contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the land for a period extending beyond nine months from the date of the contract and where the purchaser does not receive title to the Lot until all such payments are made, although the purchaser is given use of the Lot.

D. The number of directors of the corporation shall be fixed in the Bylaws in accordance with law and in the absence of a by-law fixing the number of directors, the number shall be nine. The directors of the corporation shall be divided as equally as the total number of directors will permit into three (3) classes, and the terms of office of the directors of the each such class shall expire at the third annual meeting of members following their election.

E. The post office address of the initial registered office is 1128 Mutual Building, Richmond, Virginia. The city in which the initial registered office is located is Richmond, Virginia. The name of its initial registered agent is Herndon P. Jeffreys, Jr., who is a resident of Virginia and a member of the Virginia State Bar and whose business office is the same as the registered office of the corporation.

Dated April 4, 1960
Amended May 21, 1988
Amended May 20, 1995

BYLAWS

OF

BLUE RIDGE PROPERTY OWNERS ASSOCIATION, INC.

As adopted December 26, 1973, codified as of January 1, 1990, to include all amendments or additions through December 31, 2019.

ARTICLE I

Name

Section 1. The name of this organization shall be "Blue Ridge Property Owners Association, Inc."

Section 2. The registered office of the Association shall be located at 9108 Courthouse Road in the Town of Spotsylvania Courthouse, Virginia, until changed by action of the Board of Directors. The Association shall maintain an office for its General Manager within Blue Ridge Shores and shall maintain such other offices as the Board of Directors may, in its discretion, determine to be necessary.

Section 3. The corporate seal shall have inscribed thereon the name of the Association and the year of its incorporation and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine.

ARTICLE II

Definitions

Section 1. Where used in these Bylaws, unless the content clearly indicates otherwise, the word or words

A. "Association or BRPOA, Inc." shall mean the Blue Ridge Property Owners Association, Inc., its successors or assigns.

B. "Board" shall mean the Board of Directors of the Blue Ridge Property Owners Association, Inc.

C. "Member" or "Members" shall mean an individual or individuals who meet the qualifications as set out in Article IV, Section 1, of these Bylaws and "J" below.

D. "Guest" or "Guests" shall mean an individual or individuals who do not meet the qualifications as set out in Article IV, Section 1 of these Bylaws and "J" below. This includes family members, relatives, friends, etc.

E. "Blue Ridge Shores" shall mean the property and community owned, controlled or supervised by the Blue Ridge Property Owners Association, Inc., and the members thereof.

F. "Director" shall mean a member of the Board of Directors of the Blue Ridge Property Owners Association, Inc.

G. "Annual Meeting" shall mean the annual meeting of the members of the Blue Ridge Property Owners Association, Inc.

H. "Special Meeting" shall mean a special meeting of the members of Blue Ridge Property Owners Association, Inc.

I. "Lot" means any plot or parcel of land designated for separate ownership or occupancy shown on a recorded subdivision plat for development or the boundaries of which are described in the declaration or in a recorded instrument referred to or expressly contemplated by the declaration, other than a common area.

J. "Owner" or "Owners" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot, but, excluding any person or entity holding title to any Lot merely as security for payment of any obligation. Membership shall be appurtenant and may not be separated from ownership of any lot which is subject to assessment by the Association.

K. "Common Area" means property within a development which is owned, leased or required by the declaration to be maintained or operated by a property owners' association for the use of its members and designated as common area in the declaration.

L. "Non-Member Occupant" means any non-member who contracts to rent or who occupies a residence, located in Blue Ridge Shores. A non-member occupant may enjoy certain rights and privileges of membership in the Association, as shall be prescribed by the Board from time to time (other than the right to vote). Rentals for periods of less than 30 consecutive days are prohibited in Blue Ridge Shores. The term Non-Member Occupant shall include anyone who is living in Blue Ridge Shores but is not a permanent part of the member's household, as defined in this paragraph. The collection of rent by a member is not required for an individual to qualify as a Non-Member Occupant. Family members of a member who meet the above definition of a Non-Member Occupant shall be considered a Non-Member Occupant.

Note: Persons of familial ascent (i.e., parents) or descent (i.e. children or grandchildren) who are cohabitating with the member at the property of the member located in Blue Ridge Shores, whether the occupation is short or long term, are considered guests of the member. Guests cohabitating with the member under this condition are not considered to be Non-Member Occupants and as such are not responsible for Rental Fees nor do they receive the same rights and privileges as members and non-member occupants.

ARTICLE III

Object

The Association is organized and operated as a non-profit corporation exclusively for the development and promotion of a cooperative community. The maintenance of such accessories as will add to the convenience and attractiveness of the community, and the maintenance of the various and usual facilities of such a community, and the activities to be carried on and promoted by it are any which may be calculated directly or indirectly to enhance the value of its property and rights. No part of the net earnings of the Association shall inure to the benefit of any private individual or member.

ARTICLE IV

Membership

Section 1. Members: The Association shall have one class of membership. Every Owner of a Lot which is part of Blue Ridge Shores shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from the ownership of a Lot. Immediate family (children, parents residing with a member) shall have the rights of guests as defined below. No Owner shall resign, exempt himself/herself from liability for dues assessments and other charges by waiver of the use or enjoyment of the common areas of Blue Ridge Shores or by abandonment of his/her lot, terminate or forfeit memberships in the Association, or responsibility for said financial obligation.

Section 2. Guests: Each member or non member occupant shall have the right to extend guest privileges, but, subject to such regulations as may be adopted by the Board. Members and Non Member Occupants are at all times responsible and will be held accountable for the actions of their guests. Guest actions may result in complaints submitted to the General Manager, Compliance Committee, or Board of Directors potentially resulting in the member incurring a fee or a loss of privileges. Any individual who gains access to Blue Ridge Shores via the member access in any manner shall be considered the member's guest. Any member or Non Member Occupant extending guest privileges will either accompany their guests to the common area being used or send an email to the office with the guest's name, number of people with them and type of vehicle being driven. Visitors not accompanied or identified by email will be ask to leave by the General Manager or his/her designee.

Section 3. Termination of Membership: Membership privileges of an Owner shall terminate automatically upon the transfer, by operation of law or otherwise, of all such Owner's Lots at Blue Ridge Shores. Notwithstanding such termination of membership, such Owner shall remain personally liable for all dues, assessments and other charges incurred as the result of his/her membership status. It shall be the obligation of this transferor of any Lot to give notice in writing to the Association of such transfer together with the transferee's mailing address. Until such notice is given, the Association shall have the right to treat the transferor as the sole legal owner for all purposes herein.

Section 4: Member in Good Standing: Membership Privileges, including the right to vote, shall only be exercised by a "member in good standing." A "member" shall not be "in good standing" if (1) that member has failed to pay the regular and special property owner assessments that are owed to the Association, as and when due, and/or (2) that member's privileges have been suspended.

Section 5. Suspension of Membership Privileges:

A. Any or all membership privileges of a member of the Association may be suspended by the Board of the Association or by the compliance committee. Grounds for suspension of membership privileges shall include, but not be limited to, nonpayment of any obligations owed to the Association or to any of its subsidiaries, for an infraction of the Bylaws and/or Rules and Regulations of the Association, and for conduct at Blue Ridge Shores which is considered by the Board or by the Compliance Committee, to be detrimental to the best interests of the Association or its members. The Board shall have the power to suspend membership privileges for any period of time and it may delegate its powers of suspending to the Compliance Committee, provided, however, that the compliance committee shall in no event have the power to suspend the membership privileges for a period of more than sixty (60) days. A majority vote of the Board of the Association shall be required in the event that it is necessary to suspend membership privileges for a period of more than sixty (60) days. A majority of the Compliance Committee shall be required in order to suspend membership privileges for sixty (60) days or less.

B. In cases where it becomes necessary for the Board or the Compliance Committee to suspend membership privileges, the person or persons subject to possible suspension of membership privileges shall be notified in writing not less than fifteen (15) days before any meeting of the Board or Compliance Committee, for purposes of determining whether or not membership privileges should be suspended. In addition, the person or persons whose membership privileges might be suspended by action of the Board or Compliance Committee shall be entitled to attend the meeting at which their suspension is considered and shall be offered the opportunity to present their defense to the Board before final action on suspension is taken.

C. The Association will not issue gate cards to (or otherwise permit access to the members' property to) prospective Nonmember Occupants of Members whose membership privileges have been suspended by the Board of the Association or by the Compliance Committee for the nonpayment of obligations owed to the Association, so long as those obligations remain unpaid. Nothing contained herein shall prevent the Board of Directors from suspending the privileges of existing Nonmember Occupants, including revoking their gate cards, because of the failure to pay obligations that are owed to the Association.

ARTICLE V

Meetings of Members

Section 1. Annual Meeting of Members: The annual meeting of the members of the Association shall be held at Blue Ridge Shores, or at such other place in Louisa County, Virginia, as may be determined by the Board and designated in the notice of said meeting, and shall be held on the third Saturday of May of each year.

Section 2. Special Meetings: Special meetings shall be called by the President or the Secretary, upon dated written request of 10% of the current membership or a majority of the Board. Such meetings shall be held not more than forty (40) days after receipt by the President or Secretary of the written request thereof. At a special meeting no business shall be transacted and no corporate actions shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings: Written or printed notice stating the place, day and hour of every meeting of the members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President or Secretary calling the meeting, to each member, at his address which appears in the records of the Association. Such notice shall consist of a letter or card mailed to each member and shall be published in The Shore Line, the official publication of the Association which is mailed to all members. Such further notice shall be given as may be required by law, but, meetings may be held without notice if all the members entitled to vote at the meeting are present in person or by proxy.

Section 4. Meetings: Meetings of members shall be open to all members of the Association, and all members of the Association who are present at a meeting, either in person or by proxy, shall be entitled to vote in accordance with the provisions of Section 8 of this Article.

Section 5. Quorum at Meetings: A quorum at any meeting of members of the Association shall consist of ten (10%) of the members of the Association, present either in person or by proxy.

Section 6. Voting Rights: Joint property owners and/or owners of more than one lot shall only be entitled to cast one vote. When more than one person or entity holds an interest in any lot or group of lots, the vote for such lot or group of lots shall be exercised as the majority of them shall determine. In the event that such a determination cannot be made, then the vote for such lot or group of lots shall not be counted for any purpose except for the determination of the existence of a quorum.

Section 7. Conduct of Meetings: Meetings of the members shall be presided over by the President or, if he/she is not present, by the Vice-Presidents or, if neither is present, by a Chairman to be chosen at the meeting by the Board. The Secretary of the Association or, in his/her absence, an Assistant Secretary, who may be appointed by the presiding officer, shall act as Secretary of all meetings of the members.

Section 8. Voting of Members: Members that are in good standing shall be entitled to vote for the election of Directors and on any issues, which are proper subjects for a membership vote under the non-stock corporation law of Virginia. On issues other than the election of the Board which are proper subjects for a membership vote, any member in good standing may vote either in person or by proxy. All proxies shall be in writing, shall be filed with the Secretary of the Association no later than forty-eight hours prior to the meeting at which they are to be voted and by the Secretary shall be entered of record in the minutes of the meeting at which such proxy is voted. No proxy shall be valid after the expiration of forty (40) days from the date of its execution and every proxy shall be revocable at the pleasure of the person executing it.

Section 9. Elections: Members of the Board shall be elected in accordance with the following requirements and procedures:

A. Nominations: For every election of members to the Board, the last date on which nominations for election may be submitted for election shall be noon on the first Saturday of April each year. All nominations must be received by the General Manager at the Association office by the required time and date. The membership shall be notified of this requirement not less than thirty (30) days prior to the deadline. The names of members receiving the required number of nominations for an office shall be placed on the ballot; provided, however, that the member receiving nomination shall certify in writing as part of his or her nomination petition, which certification shall be verified by the General Manager, the President, the Treasurer and the Chair of the Compliance Committee, as follows: "I am in compliance with all BRPOA policies, rules and regulations and have no delinquent monetary obligations to BRPOA and/or Ridge Utilities, Inc. I am not involved as a party in any legal proceedings in which BRPOA and/or Ridge Utilities, Inc., is an adverse party. If elected, I will adhere to the approved Code of Conduct and will serve in the office of which I am elected." Any member of the Association in good standing receiving the nomination of five (5) or more memberships for the Board and signs the required certificate shall have his or her name placed on the ballot.

B. Write-in Nominations: Each ballot shall contain space for write-in votes. This space will have the word "OTHER" and room for at least three write-in candidates. Members that are write-in candidates must be members in good standing including being in compliance with all BRPOA Policies, Rules and Regulations and have no delinquent monetary obligations to BRPOA and/or Ridge Utilities, Inc., nor be involved as a part in any legal proceedings in which BRPOA and/or Ridge Utilities, Inc., is an adverse party as of noon on the first Saturday of April each year. The Inspectors of Election and the General Manager will verify and certify these aforementioned qualifications. All write in candidates for the Board of Directors must have at least five (5) votes to be elected.

ARTICLE VI

Directors

Section 1. Board of Directors: The Board shall consist of nine directors, all of whom shall be of legal age and members of the Association in good standing.

Section 2. Terms of Office: In the annual elections, three (3) members shall be elected to succeed the three (3) members of the Board whose terms are scheduled to end, and the members so elected shall serve for a period of three

(3) years. If more than three (3) members are to be elected as the result of vacancies, the three (3) members receiving the highest numbers of votes cast shall serve for a term of three (3) years, and the member or members receiving the next highest numbers of votes cast shall fill remaining vacancies, with the longer term, if any, being filled by the member with the higher number of votes, providing that the member complies with Article V - Section 9A.

A. No member of the Board shall serve more than two (2) consecutive elected terms. However, a member may again stand for election to the Board after he or she has been off the Board for a period of one (1) year. No member at any time may be a director of BRPOA and Ridge Utilities, Inc., Boards concurrently.

B. All members of the Board shall serve until their successors are elected or appointed. New members of the Board shall take office immediately upon the adjournment of the meeting of members at which they were elected. Departing directors/officers shall turn over all appropriate corporation documents in their possession to the General Manager.

C. In the event of the resignation in writing, death or inability to serve of one or more members of the Board, a majority of remaining directors shall appoint one or more members to fill the vacancy or vacancies so created for the remainder of the term, providing that the member complies with Article V-Section 9A.

D. A member may not be a candidate for Director to both the BRPOA, Inc., and Ridge Utilities, Inc., Boards simultaneously.

E. Should the Board require an officer to provide a bond for the faithful performance of his/her duties, the cost shall be borne by the Association.

Section 3. Quorum: A quorum for the transaction of business at any meeting of the Board shall consist of a majority of the members of said Board, but the directors present at any directors meeting, though less than a quorum, may adjourn the meeting until the requisite quorum shall be present.

Section 4. Meetings of the Board: Regular and special meetings of the Board shall be held at such times and at such places as may from time to time be fixed by decision of the Board. Special meetings of the Board may be called at the discretion of the President; or shall be called upon written request to the Secretary by at least three Directors. Such written request shall state the purposes of the meeting. Special meetings shall be held within ten (10) days following the receipt of such written request by the Secretary. The Secretary shall give notice to each Director of the time, place and purpose of any special meeting at least twenty-four (24) hours prior to the special meeting. The requirement of such notice, however, may be waived by unanimous consent of the Directors. The meeting of the Board shall be held without notice immediately after the adjournment of the annual meeting of members. Notice need not be given of any meeting adjourned; provided that at the time of adjournment a specified time shall be set for reconvening the adjourned meeting. Notice need not be given for any regular meetings of the Board held at times fixed by decision of the Board. Meetings may be held at any time without notice if all the Directors are present, or if any time before or after the meeting those not present waive notice of such meeting in writing.

Section 5. Motions of the Board: Amending the Bylaws and/or Policies, Rules and Regulations, the Board shall take action through motions that are duly made and seconded. The Director making the motion shall submit the motion in writing. The Board shall then vote and a majority of members present voting in favor of the amendment shall constitute approval. The motion will not be in force until the next meeting when a majority vote will be required to approve the precise language to be entered into the formal and official record, and then published for the membership.

Section 6. Removal of Directors: Any director may be removed at any time, either with or without cause, by the affirmative vote of a majority of the members of the Association entitled to elect a successor, given in person or by proxy at a special meeting of members called expressly for that purpose, at which a quorum shall be present. If any director is removed from office, a successor shall be elected by the affirmative vote of a majority of the members of the Association without further notice, to serve for a term extending until the next annual election of members to the Board.

Section 7. Executive Committee: The Board may, by decision or decisions passed by a majority of the whole board, designate an executive committee, said committee to consist of the President, First Vice-President, Second Vice-President, Secretary and the Treasurer provided they are Directors which, to the extent provided in such resolution or resolutions, shall have and may exercise the powers of the Board in the management of the business and affairs of the Association between meetings of the Board.

Section 8. Committees: There will be EIGHT standing committees which shall include Compliance, Finance, Personnel, Lake, Community Service, Landscape, Security and Safety & Five Year Plan. The Board shall appoint additional ongoing committees as needed, including select, special and ad hoc committees. Committees shall be chaired by a board member, or other persons as appointed by the Board. The Board may terminate a committee(s) and/or remove chairpersons with or without cause. A Board member or other person appointed by the Board shall not serve as Chairperson or member of a committee on more than two standing committees and one ongoing committee, including select, special and ad hoc committees, simultaneously. The Board President being a non-voting ex-officio member of all committees of the Association is not eligible to serve as a Committee Chairperson or as a voting Committee member. All persons serving on committees must be members in good standing.

All committees established by the Board, standing and ongoing committees, including select, special and ad hoc committees, shall have a Charter before conducting any business. Existing Charters shall be provided by the Board to the Chairperson. Proposed Charter changes must be approved by the Board. Charters shall include a minimum number of committee members and what constitutes a quorum.

All committee members shall be selected by the Board appointed Chairperson who will submit his/her selections to the Board for approval before conducting any committee business.

An exception to the provision of submitting committee member selections is the Community Service Committee which consists of all members of the Association in good standing and which conducts their own elections. The Community Service Committee shall notify the Board of their officers on an annual basis.

ARTICLE VII

Officers

Section 1. Election of Officers:

A. The Officers of the Association shall be a President, First and Second Vice-Presidents, a Secretary, a Treasurer and such other officers as may be elected or appointed by the Board. All officers shall be elected at the Board meeting, which shall be held as soon as practicable after the annual meeting of members. Each officer shall hold office until his/her qualified successor shall have been duly elected or until his death, resignation in writing or removal in the manner hereinafter provided. All officers shall be chosen from among the directors. No director may hold more than one office. A vacancy in any office because of death, resignation in writing, removal, disqualification or any other cause shall be filled for the unexpired portion of the term by the Board.

B. Election of President Pro Tem: Immediately after the annual meeting closes, the board will meet to elect from the newly elected current Board, a president pro tem. At this time the duties of the officers will be distributed in writing. The Board will have a special meeting as soon as possible to elect officers for the ensuing year.

Section 2. Removal of Officers: Any officer may be removed summarily for cause, at any time, by an affirmative vote of a majority of all of the Directors then serving.

Section 3. Duties of the President: The President shall be the chief executive officer of the Association and shall have direct supervision of the General Manager. He/she, along with one other officer of the Board, may sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments authorized by the Board. In addition, the President shall perform all duties incident to his/her office and all such other duties as may be assigned him/her by the Board. The President is a non-voting, ex-officio member of each committee of the Association.

Section 4. Duties of the First Vice President: The First Vice President shall perform the duties of the President in the absence or incapacity of the President. The First Vice President along with another officer of the Board may co-sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments authorized by the Board.

Section 5. Duties of the Second Vice-President: The Second Vice President shall perform the duties of the President in the event of the absence or incapacity of both the President and the First Vice President. The Second Vice President along with another officer of the Board may co-sign and execute, in the name of the association, deeds, mortgages, bonds, contracts and other instruments authorized by the Board.

Section 6. Duties of the Secretary: The Secretary shall act as secretary at all meetings of both the Board and the members of the Association and shall keep the minutes thereof in the proper book or books to be provided for that purpose; he/she shall give a monthly report on correspondence sent to and received by the Association to the Board; he/she shall see that all notices required to be given by the Association are duly given and served; he/she shall be custodian of the seal of the Association and shall affix the seal or cause it, or a reasonable facsimile thereof, to be affixed to all documents, the execution of which on behalf of the Association under its corporate seal is duly authorized in accordance with the provisions of these Bylaws; he/she shall have custody of all deeds, leases, contracts and other important corporate documents; he/she shall have charge of the books, records and papers of the Association relating to its organization and management as a corporation; he/she shall see that the reports, statements and other documents required by law are properly filed; and in general, he/she shall perform both the duties incident to the office of Secretary and all such other duties as may be assigned to him/her by the Board or the President from time to time. The Secretary, along with another officer of the Board, may co-sign and execute in the name of the Association deeds, mortgages, bonds, contracts, and other instruments authorized by the Board. He/she shall provide oversight of information management systems and Association Bylaws, rules and regulations and operational procedures to ensure that they are current and properly documented.

Section 7. Duties of the Treasurer: The Treasurer shall be the chief financial and accounting officer of the Association. He/she shall collect all dues and assessments due the Association; he/she shall have charge and custody of and be responsible for all funds and securities of the Association; and he/she shall cause all such funds and securities of the Association to be deposited in such banks and depositories as the Board from time to time may direct. The Treasurer shall oversee the maintenance of records of all assets, liabilities and transactions of the Association in accordance with generally accepted accounting practices and shall exhibit the accounts and records to any member of the Board at the Association office upon such Director's request. In addition, the Treasurer shall give a Treasurer's Report to the Board and the officers of the Association at each regular monthly meeting of the Board and shall give the members an annual Treasurer's Report at the annual meeting of the members. The Treasurer, along with another officer of the Board, may co-sign and execute in the name of the Association deeds, mortgages, bonds, contracts, and other instruments authorized by the Board. He/she shall, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board or the President. The Treasurer shall be responsible for the preparation of the annual budget that will be presented to the Board. He/she shall be Chairperson of the Finance Committee.

ARTICLE VIII

Management of the Association

Section 1. Powers of the Board: Management of the Association is vested in the Board. Subject to proper action duly taken by the membership at any annual or special meeting of the Association, the property, affairs and business of the Association shall be managed, operated and controlled by the Board. The Board shall provide for the holding and conducting of its meetings and shall keep a record of its meetings. The Board shall have the power in accordance with revised "Robert's Rules of Order":

A. To make, adopt, modify and amend such Bylaws, Policies, Rules and Regulations of the Association as may be reasonable and necessary. Such Bylaws, Policies, Rules and Regulations and other board actions affecting the rights and responsibilities of the members/**non member occupants** shall be published by the Board in the Shore Line and otherwise made available to members/**non member occupants.**

B. To fix the amount of dues, fees, penalties and assessments to be paid by members pursuant to Article VIII, Section 3, of these Bylaws.

C. To employ a General Manager and such other employees as it deems necessary.

D. To suspend any or all privileges of membership or to deny use of Association facilities, in whole or in part, to a member/non member occupant, or to deny a member/non member occupant the use of the roads in Blue Ridge Shores, other than as required for direct access to his/her property, for violation of Association Bylaws, Policies, Rules and Regulations or for conduct detrimental to the best interests of the Association or its members; provided, however, that any member charged with an offense which subjected him/her to any of the aforementioned sanctions for a period of more than sixty (60) days shall be entitled to have a hearing before a majority of the Board.

E. To grant or withhold approval of any consolidation or subdivision of any lot in Blue Ridge Shores.

Section 2: Operation of Reserve Accounts: The Association shall maintain at least two reserve accounts. Reserve Accounts must be budgeted and funded annually to meet the amount recommended in the Five-Year-Plan for the budgeted year.

A. Replacement Reserves: Funds collected as outlined in the Five-Year Plan for existing buildings, infrastructure, and major equipment or components costing in excess of $3000, which will require repair or replacement based on their condition or life expectancy.

B. Dam and Bridge Emergency Reserves: Funds collected for the replacement costs arising from the loss of the dam or bridge. These funds may not be appropriated or used for any other purpose including routine maintenance.

Section 3. Membership Dues, Processing Fees, Rental Fees and Assessments: The Board of the Association shall establish membership dues, processing fees, rental fees and it shall authorize such special assessments which appear to it to be proper for the administration and implementation of Association business and for the operation, maintenance and repair of Association properties and equipment including:

A. The maintenance of:

1. The Association roads, lake, dam and spillway
2. The public use areas
3. Other facilities

B. The Acquisition of Property

C. The Construction of Community Facilities

D. Provide for the Administration of the Association

E. The Hiring of Necessary Personnel

F. The Preservation and Restoration of all Association Property

Section 4. Special Assessments: In the event a requirement for a special assessment develops, then the provisions contained in Article V, Section 2 of the Bylaws shall pertain and be followed and the membership shall be advised of the time and place of the meeting of the Board at which this matter will be discussed.

Section 5. Authority of the Board: The Board shall have the authority to make and enforce Bylaws and Policies, Rules and Regulations governing the use of all property at Blue Ridge Shores. The Board shall also have the authority to interpret the Bylaws, Policies, Rules and Regulations should a dispute arise and to amend the Bylaws, Policies, Rules and Regulations as needed at any regular or special meeting.

Section 6. Other Powers: In addition to the powers and authority conferred upon the Directors by the Bylaws, the Board may exercise all such powers of the Association and do all such lawful acts and things as are not prohibited by statute, by the Articles of Incorporation, or by these Bylaws.

ARTICLE IX

Limit on Liability and Indemnification

Section 1. Limit on Liability: To the full extent that the Virginia Non-Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Association shall not be liable for monetary damages in an amount which exceeds $100.00.

Section 2. Indemnification:

A. To the full extent permitted and in the manner prescribed by the Virginia Non-Stock Corporation Act, and other applicable law, the Association shall indemnify a director or officer of the Association who is or was a party to any proceeding by reason of the fact that he/she is or was such a director or officer or is or was serving

at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Board is hereby empowered, by majority vote of a quorum of disinterested directors, to contract in advance to indemnify any director or officer.

B. The Board is hereby empowered, by majority vote of a quorum of disinterested directors, to cause the Association to indemnify or contract in advance to indemnify any person not specified in Section 2(A) of this Article who was or is a party to any proceeding, by reason of the fact that he/she is or was an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section 2(A).

C. The Association shall purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board may determine, on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or trust of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by any such person in any such capacity or arising from his status as such, whether or not the Association would have power to indemnify him/her against such liability under the provisions of this Article.

D. In the event there has been a change in the composition of a majority of the Board after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to Section 2(A) of Article IX shall be made by special legal counsel agreed upon by the Board and the proposed indemnity. If the Board and the indemnity are unable to agree upon such special legal counsel, the Board and the proposed indemnity each shall select a nominee and the nominees shall select such special legal counsel.

Section 3. Applicability: The provisions of this Article IX shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal. Reference in this Article to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators

POLICIES, RULES AND REGULATIONS

As adopted December 26, 1973, to include all revisions/amendments/additions through December 31, 2018.

Pursuant to Article VIII, of the Bylaws of the Association, the Board of Directors has adopted the following Policies, Rules and Regulations:

SECTION I

Management of the Association

A. Duties of General Manager

The Board has established the position of General Manager, whose duties are to implement policy decisions of the Board, to enforce the Policies, Rules and Regulations, to supervise general management and maintenance, and to assist the other officers and directors of the Association in carrying out their duties. Further duties of the General Manager will be contained in a Job Description and Standard Operating Procedures (S.O.P.) retained at the Blue Ridge Property Owners Association, Inc., Office. In addition to other specific duties included in the Policies, Rules and Regulations and the Job Description and S.O.P.'s, he is specifically charged and empowered as follows:

1. Contracts: The General Manager shall, along with one authorized officer of the Board, negotiate all contracts for services or performance of work authorized by the Board for Blue Ridge Property Owners Association, Inc. The General Manager is not authorized to sign any contract on behalf of BRPOA. All contracts must be signed by two officers of the Board. He/she shall supervise the performance of all work to assure compliance with the contract specifications. He/she shall inspect the work and certify as to its proper completion in accordance with contract specifications before payment is made. The Board shall, prior to contract approval, specify what type of advisory or supervisory services by professionals (such as engineers) shall be obtained to assure that a proper job will be done and that contract specifications will be complied with. Any contract presented to the Association may be reviewed by the legal advisor to the Association before such contract is normally entered.

2. Guest Privileges: The General Manager shall determine the applicability of any regulations regarding guest privileges. He/she shall use reasonable judgment both in determining whether to extend or to withhold privileges that are being abused.

B. Association Office

The Association Office, which is located at 924 South Lakeshore Drive, Louisa, VA 23093, shall be open at such times as are determined by the Board. This information shall be posted at the office and announced in The Shore Line and posted on the Association web site.

C. Official Publication - The Shore Line

The membership shall be kept advised on a timely basis of any changes to the Bylaws, Policies, Rules and Regulations, decisions of the Board and other matters of importance to them. The Shore Line, an official publication of Blue Ridge Property Owners Association, Inc., shall be delivered to each member on the odd numbered months of the year at his/her home address of record with Blue Ridge Property Owners Association, Inc. or via Email based on the member's request. Members are encouraged to read The Shore Line to keep abreast of current events.

D. Lake Control

The water level of the lake shall be determined by the Board. The General Manager has the responsibility and authority to adjust the water level (without notice to the membership if time does not permit such notice) if required by an emergency. This decision must be concurred in by the President of the Board or by a Director acting on his /her behalf.

E. Support Agreement

For efficiency and mutual benefits of Ridge Utilities, Inc., and the Blue Ridge Property Owners Association, the Boards shall enter into an agreement for sharing personnel, equipment, facilities, administrative and maintenance services.

F. Annual Meeting/Voting Procedures

1. Order of Business: The order of business at annual meetings shall include the following:
   a. Establishment of Quorum
   b. Announcement of Inspectors of Election and call for Ballots
   c. Reading of Minutes
   d. Reports of Officers and Committees
   e. Old Business
   f. New Business
   g. Announcement of Election Results
   h. Adjournment
2. Casting of Ballots: A packet containing materials for election of members to the Board shall be mailed to each member of the Association thirty (30) days before the annual meeting of members. Each packet shall contain at least the following items:
   a. Official ballots for election of members to the Board. These official ballots shall have identifying marks which designate them as official ballots and only official ballots so identified shall be counted in election of members to the Board.
   b. One plain envelope which shall have no identifying marks on it (hereinafter referred to as the "plain envelope").
   c. One envelope (hereinafter referred to as the "outer envelope") which shall be pre-addressed to an independent escrow agent. In addition to the address of the independent escrow agent, the "outer envelope" shall be marked with the name of the member to whom the ballot packet has been mailed and his/her lot number.
   d. The independent escrow agent whose name appears on the "outer envelope" shall be designated by the Board of the Association. Members may cast their ballots by mail in the following manner:
   e. The official ballots shall be used by members to cast their vote for election of members to the Board.
   f. Once a member has marked his/her official ballots, he/she shall place them in the "plain envelope" and the "plain envelope" shall be sealed.
   g. The sealed "plain envelope" shall then be placed in the "outer envelope" and the "outer envelope" shall be sealed, stamped, and mailed or hand delivered to the independent escrow agent whose name appears on the "outer envelope."
   h. Ballots which are cast in the manner prescribed above must be received by the independent escrow agent no later than 5:00 p.m. on the Friday immediately preceding the annual meeting, which is scheduled for the 3rd Saturday in May of each year.
   i. Members may, in lieu of casting their ballots by mail, cast their ballots at the annual meeting in the manner described in subparagraph 3.
3. Casting of Ballots at the Annual Meeting and Conduct of Election: The casting of ballots at the annual meeting and the conduct of the election in general shall be as follows:
   a. Official ballots shall be used by members to cast their vote for election of members to the Board.

b. Once the member has marked his/her official ballots, he/she shall place them in the "plain envelope" and the "plain envelope" shall be sealed.

c. The sealed "plain envelope" shall then be placed in the "outer envelope" and the "outer envelope" shall be sealed and cast in the manner provided.

d. The Board at its regular meeting (or at a special meeting) immediately preceding the annual meeting shall designate at least four (4) inspectors of election, taking care to ensure that no director of the Association, officer of the Association or candidate for election to the Board shall be designated as an inspector of election.

e. Having been designated, the inspectors of election shall have full authority to act and shall take charge of the polls commencing at 5:00 p.m. on the Friday immediately preceding the annual meeting held on the 3rd Saturday of May and shall call upon the independent escrow agent to turn over all mail ballots in his possession. Once the independent escrow agent has turned over all mail ballots in his possession to the inspectors of election, he shall be relieved of all responsibility for said mail ballots. It shall be the responsibility of the inspectors of election to verify, count and tally all ballots cast by mail during the evening hours of the Friday immediately preceding the annual meeting which is held on the third Saturday of May each year. Such tallies shall be held in strict confidence between the inspectors of election once completed.

f. The presiding officer, shortly after the call to order at the annual meeting, shall call upon all members in attendance that hold ballots and that wish to cast said ballots in person to deliver their ballots to those designated inspectors of election. The inspectors of election shall accept these ballots, taking care to see to it that ballots have been cast in the manner prescribed by these Policies, Rules and Regulations and that no ballot is cast in person which has also been cast by mail. In the event that the inspectors of election determine that a ballot has been cast by one member, both in person, and by mail, then the person casting the ballot in person shall designate which one of the two ballots is to be counted. The presiding officer shall allow a reasonable time for members to come forward with ballots to be cast. Once the time for casting has elapsed, the presiding officer shall declare the polls closed and the in-person ballots shall no longer be accepted.

g. Once polls are closed, inspectors of election shall take all those ballots cast in person, count them and associate said ballots with those mail ballots cast, counted and determined the evening before. All ballots, whether cast by mail or in person, shall determine the results of the election. The inspectors of election shall certify the results of the election in writing and deliver the results to the presiding officer who shall announce the results of the election to the meeting.

h. In the election of members to the Board each membership shall be entitled to cast one vote for each of the Director positions to be filled and such votes shall not be cumulative. A plurality of votes cast shall elect.

4. Replacement of Ballots: If members do not receive their ballot packets in the mail, the General Manager of the Association shall be authorized to give members replacement ballot packets provided, however, that members must give the General Manager written affirmation that their ballot packet has not been received by mail. Written affirmation by a member shall be made to the General Manager at least seven (7) days prior to the annual meeting and a replacement ballot packet, properly marked and identified, shall be promptly issued by the General Manager. In the event that a replacement ballot packet is issued, the General Manager shall notify the inspectors of election of such issuance.

5. Tie Ballot: In the event of a tie ballot for the third (or last) open seat for the Board of Directors, in any annual election, a secret ballot of those members in good standing present at the meeting, shall be cast to break the tie.

SECTION II

Membership Requirements and Fees

A. Members

All members will be required to complete an Annual Registration Form and new members will meet personally with the General Manager or a Director of the Board for orientation.

1. An Orientation Fee, in addition to the annual dues and other assessments, shall be paid by all new Members. A member, who disposes of his/her property at Blue Ridge Shores but acquires another property at Blue Ridge Shores within one year, shall not be required to pay the processing fee. At the discretion of the Board, the orientation fee may be waived in cases of transfer of property between members of a single family.

2. Orientation shall be accomplished by scheduling an appointment with the General Manager or a director on the Board at a mutually convenient time.

B. Non Member Occupants

Non Member Occupants may enjoy certain rights and privileges of membership in the association, as shall be prescribed by the board from time to time, except voting. Orientation shall be provided by the General Manager or a Director of the Board at a mutually convenient time.

C. Dues, Assessments and Rental Fees

1. Membership Dues are subject to change by the Board. Collection of delinquent dues, fees, and/or assessment shall be initiated by the General Manager. In addition, all unpaid dues, fees, membership dues, fees and/or assessments due from any member, together with interest thereon and the costs of collection thereof, including attorney's fees, shall be secured by a lien on the Lot of the member. All such membership dues, processing fees, rental fees and assessments together with interest thereon and costs of collection thereof, and such attorney's fees, shall also be the personal obligation of the member who was the owner of such Lot at the time when the assessment fell due.

2. Member Responsibility: The member who is selling his/her property at Blue Ridge Shores is responsible to pay all dues, fees, assessments, etc., as provided in BRPOA Bylaws Article IV, Section 4, which fell due while such member was the owner of the property.

3. Annual Membership Dues of Members

(a) The annual membership dues of members shall be established by the Board and shall be published in The Shore Line prior to January 1st of the year they will become effective.

(b) The Board shall also be authorized to assess such penalties as may be deemed appropriate for non-payment of dues, fees and/or assessments. In the event of nonpayment of dues and lot fees by April 30 of each year, a 5% penalty will be added to the unpaid balance on July 1.

(c) In the event it becomes necessary for an attorney to collect a delinquent account, the delinquent member/property owner will be responsible for all interest owed, all costs of collection including phone calls, reproduction of documents, labor, and attorney's fees and attorney's costs of collection.

4. Rental Fees: The Board of Directors shall set an annual Rental Fee. The definition of a Non Member Occupant is set forth in the bylaws. "In the event of nonpayment 60 days after the due date, a 5% penalty will be added." One day occupancy in a calendar month shall count as the entire month.

5. Failure to pay dues and developed/undeveloped lot fees in full by April 30 due date.

Any member who fails to pay dues and developed/undeveloped lot fees in full by April 30 will be subject to the following procedures:

(a) On July 1st a 5% penalty as defined in section II, C, 3 (a) of the Policies, Rules and Regulations, will be added to the unpaid balance. Within 60 days after May 1st, the membership will be limited to two (2) gate cards, will lose the right to vote in Association elections as defined in Article IV, Section 4, of the By-laws of the Blue Ridge Property Owners Association and will be referred to the Board of Directors for suspension of the other membership privileges and imposition of monetary fees or penalties under Article IV, Section 5 of the By-laws of the Blue Ridge Property Owners Association. The suspension of privileges may remain in effect until the member has satisfied all outstanding debts owed to the Association.

(b) Within 30 days of July 1st, a lien will be secured on the property for any outstanding financial obligations owed to the association as defined in Section II, C, 1 of the Policies, Rules and Regulations.

(c) Once a lien has been secured, a warrant in debt will be pursued against the membership that includes legal cost incurred by the Association as well as any unpaid dues and developed/undeveloped lot fees, other fees, assessments or penalties as well as any interest as awarded by the court. The warrant in debt will be filed with the Clerk of the Circuit Court by the Association once the time frame, which is established by the court, has passed.

(d) Once the Court has given a judgment to the Association and this judgment has been filed in land records, foreclosure proceedings shall automatically be initiated by the General Manager on any account in "Warrant in Debt" status that exceeds 2 years.

6. Partial Payment Plans

Any member who wishes to pursue a Partial Payment Plan of membership dues and developed/undeveloped lot fees must contact the General Manager to set up this program. For property owners who are in a payment plan as of August 1, 2010 and are not paying at a rate to have a $0 balance as of December 31, 2011 for all past, 2010 and projected 2011 dues and developed/undeveloped lot fees must renegotiate their payment plans by December 1, 2010 or they will referred to the Board of Directors for a Member-Not-In-Good-Standing hearing. For all partial payment plans, the 5% late penalty as defined in Section II, C, 3 (B) of the Policies, Rules and Regulations is automatically calculated on July 1st. Any member who is paying on a partial payment plan and is in default for 30 days shall be referred to the Board of Directors for a Member-Not-In-Good-Standing hearing. The procedure outlined in Section II, C, 5, of the Policies, Rules and Regulations will be followed. For payment plan agreements entered into after August 1, 2010, the minimum payment which can be agreed to shall equal an amount which will result in a $0 balance of all past, current and future dues and developed/undeveloped lot fees and associated fees and penalties at the end of the current calendar year.

7. Rental Fees: Any member who fails to register Non-Member Occupants as defined in the bylaws shall be required to remit payment for all Rental Fees from the date of the occupancy of the residence by the Non-Member Occupant. The member may be submitted for a hearing before the Board and, if found in violation of this regulation, will be assessed a penalty of $10 per day for up to 90 days for each property in violation.

The collection and remittance of the Rental Fee is the responsibility of the property owner/member and will be charged to him/her, along with the appropriate penalties. In the event of non-payment 31 days after the due date, a 5% penalty will be added. One day of occupancy in a calendar month shall constitute a whole month.

SECTION III

Policies, Rules and Regulations

A. Policy and Authority:

Every member, non member occupant and guest will comply with the intent of the Policies, Rules and Regulations. It is the responsibility of the Board to enforce them. Appropriate action will be taken by the Compliance Committee and/or Board for non-compliance with these Policies, Rules and Regulations.

B. General

1. Any Noise that may disturb members, non member occupants and guests shall not be allowed before 7:00 a.m. nor after 11:00 p.m., except on Friday, Saturday, Holidays and nights proceeding Holidays, when it shall stop at 1:00 a.m. Operation of boats is covered under Section E., Boats.

(a) Auto radios/stereos must at all times be played in a manner that restricts the radio/stereo from being heard fifty feet past the exterior of a stationary vehicle.

2. The use or discharge of bows, crossbows and firearms or other weapons of any description shall be prohibited at all times except with written consent from the General Manager. Hunting of game, including trapping, shall be prohibited except with written permission of the General Manager. The General Manager shall, in either case, grant or withhold consent according to the direction of the Board. The term "firearms" includes (but is not limited to) air guns, and other firearms of all types regardless of size. The Virginia code regarding the use and discharge of firearms shall be complied with at all times.

3. The use of alcoholic beverages is prohibited in any public area, except for planned parties which have been approved by the Board or the General Manager.

4. Pets

   (a) Limitations: Owners may keep customary pets on their lots. The number of customary household pets that are kept on a lot shall be limited by the owner so as to not constitute an annoyance to the neighborhood. Any keeping, breeding, or raising of animals for commercial or business purposes is prohibited.

   Notwithstanding the forgoing, a person who, by reason disability or other condition, is expressly authorized by Federal or State or Local Law to keep a particular animal as a service animal shall provide documentation to establish that the person has a right to keep that particular animal as a service animal under applicable law.

   (b) Dogs Running at Large: Dogs shall be subject to the Louisa County Code, which governs as follows: The running at large of all dogs at any time is prohibited within the confines of Blue Ridge Shores Subdivision, Louisa County, Virginia. All members and non member occupants on sighting dogs running at large should report the situation to the Louisa Animal Warden (894-3477). For the purpose of this ordinance, a dog shall be deemed to run at large while roaming, running, or self hunting off of the property of its owner or custodian and not under its owner's or custodian's immediate control; provided, however, that no dog shall be deemed to be running at large in violation hereof if it shall be engaged in lawful hunting outside of the said subdivision under the direction of its owner or custodian and shall thereafter stray into said subdivision, provided that such owner or custodian shall place such dog under his immediate control within a reasonable time. Any person who permits his dog to run at large in violation of this ordinance shall be subject to a county fine of not more than $100 for each occurrence. (See Section IV - C). Dogs may be exercised on a leash on the public right of way area abutting the roads as long as the owner picks up after the dogs. Further, it shall be the owner's responsibility to see that his or her dog is not a nuisance to the community.

5. Owners/Non Member Occupants: All members and non member occupants in good standing shall have equal rights to use all common areas of BRPOA, Inc., property.

6. Curfew: No person seventeen years of age and under is to be on any street or common property within Blue Ridge Shores or to be in a motor vehicle on any street or common property whether such vehicle is parked or in motion, between the hours of 10 p.m. and 6 a.m., unless accompanied by a parent or guardian or a person that has custody of the minor or an owner supervising a minor guest unless the minor is in lawful employment or participating in a school activity making it necessary to be on the streets or common areas.

7. Use of Association Periphery Property: The use of BRPOA, Inc. owned periphery property is restricted to uses expressly approved by the General Manager when authorized by the Board.

8. Business Activities: Only a Class A business, as defined in the current Louisa County Code, shall be allowed to operate within the confines of Blue Ridge Shores. This would include only such business as would be undetectable from the outside of the residence, would not produce any excessive automobile activity, and with no visible storage or work site, waste by-products or noise beyond that of a normal residential activity.

   (a) Door to door sales of a commercial nature, distribution of business advertisements, etc., are not permitted within Blue Ridge Shores.

   (b) Yard sales are not permitted.

(c) No commercial vehicles longer than 20 feet are authorized to be parked in Blue Ridge Shores, including member's property, except when in use for work.

C. Member Property Maintenance:

1. Structures and Property: All structures and property, whether occupied or unoccupied, and any improvements thereon, shall at all times be the responsibility of the owner and shall be maintained in such a manner as to prevent their becoming unsightly or hazardous or a nuisance to the community. This shall include but not be limited to accumulated rubbish or debris, unattractive and unsafe growth, peeling or rusting paint, unsafe or run-down porches or conditions considered to be fire hazards or an eyesore. Any dwelling or other structure on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall debris remain longer than six (6) months.

2. Inoperable Vehicles and/or Other Conveyances: Louisa County Inoperative Vehicle Ordinance stipulates that it shall be unlawful to store inoperative vehicles on any property zoned agricultural, residential or commercial unless such vehicle is within a fully enclosed building or shelter or otherwise shielded or screened from public view, (shielded or screened from public view is defined as not visible by someone standing at ground level from outside the property on which the vehicle is located). No more than three inoperative vehicles which are not within an enclosed building or structure may be stored on property otherwise or screened from view, i.e. the public right of way. An inoperative vehicle is defined as not in operating condition including not having necessary valid licensing, inspection and county stickers to operate on roads. Inoperative vehicles shall not be permitted to be parked on any street or any lot in the subdivision that is not within a fully enclosed building or structure or otherwise shielded or screened from public view as defined above.

3. Signs: No signs of any kind except those indicating the owner's name, address number and conservative property title and having an area of not more than two (2) square feet shall be displayed on any lot without the written permission of the Board. The Board has provided the General Manager at his/her discretion, the right to approve signs having an area not more than two square feet for home alarm systems or for special needs by the Law Enforcement Community's employees living in Blue Ridge Shores. The 9-1-1 house number, assigned by the Louisa County Planning Office, shall be displayed in 3" numbers, clearly visible from the street, within 60 days of assignment. The 9-1-1 number must be displayed on the same side of the street as the house and adjacent to the entryway/access to your house from the street. If more than one residence shares a driveway or access road, the 9-1-1 number must be displayed also on each dwelling.

4. Mailboxes: Mailboxes shall be maintained in a sound and sightly condition. Mailboxes shall not be installed until Ridge Utilities, Inc., has been consulted to locate underground water lines to prevent damage to said lines. Failure to have the water lines located shall cause the property owner to be responsible for the cost of repairing the damage caused to the water lines. The Association is not responsible for damages that may occur to Member's mailboxes as the result of employees performing routine or emergency maintenance of the right-of-ways.

5. Removal of Debris, Garbage and Trash:

(a) Garbage/Trash Collection: Regular household garbage/trash collection is provided by the Association once per week. A container provided by the vendor is the only container that can be used. Other trash cans, trash bags, etc; may not be placed at the road and will not be picked up. All trash must fit inside the container with the lid closed. Garbage pick-up does not include leaf collection, bicycles, sinks, exercise equipment, tires, large items, etc. It is the Member's responsibility to properly dispose of large items that do not fit inside the container.

The container may be placed at the street property line no earlier than the day before the scheduled pickup and should be returned to a location shielded from view within the property line by the end of the pickup day.

Trash container holders should shield the trash containers from public view from the BRS roadway; and conform to all setback requirements (i.e., no structure inside the front 20 foot setback from the BRS right-of-way). In special cases, the GM may consider granting a waiver and permitting a shielded container holder inside the front 20 foot setback line, but only in a location and manner approved by the GM.

(b) (1) The trash barrels in the parks and picnic areas are for the exclusive use of picnickers and are not to be used by homeowners in Blue Ridge Shores as a receptacle for general household garbage and/or trash.

(2) Outside burning must be done in accordance with existing state and county laws and the dumping of trash on BRPOA property is prohibited.

(c) Debris, bottles, cans or other debris shall not be thrown into the lake, on the beaches, in picnic areas, the roads or on any BRPOA property.

6. Removal of Unsafe, Unsightly Docks, Piers or Boat Houses: The Board may order the General Manager to remove any dock, pier or boat house located on lake front property that is unsafe or in need of repair after the owner has been notified and has been given a reasonable time to make the repairs. The cost of this removal will be charged to the property owner.

7. Septic System: Member/property owner septic tanks shall be inspected at the owner's expense by a licensed septic tank contractor, and the tank(s) shall be pumped a minimum of every five years, unless certified by a licensed septic tank contractor as not needing pumping at the time of inspection. All members having the Alternative Onsite Sewage Disposal System are required by State Law to have inspections performed annually by a qualified provider. The property owner shall provide the General Manager with a signed certificate identifying the inspector/pumper with license number and information on condition, the date service was performed and the condition of the septic system. This policy is effective June 1, 1997.

D. Boats:

1. The General Manager or the agent of the General Manager shall have the authority to order the immediate removal from the lake of any boat in noncompliance with the rules governing said boat.

2. Only boats titled to members and/or non member occupants in good standing with the Association may be launched on Lake Louisa. Boats belonging to non-members, family members or to guests of members may not be registered for use on Lake Louisa. The member is responsible for all actions of any non-member, family members or guests while operating the said member's boat. Any boats launched which do not comply with this section will be in violation of the rules and regulations. Any member and/or registered non member occupant will be held responsible for any violation of BRS rules and regulations by an individual who gains access to Lake Louisa through their membership.

3. State laws applying to ownership and operation of boats are applicable and all boats shall carry U.S. Coast Guard approved lifesaving equipment for each passenger. Details are available at the Blue Ridge Shores Office.

4. Water craft radios/stereos must at all times by played in a manner that restricts the radio/stereo from being heard fifty (50) feet past the exterior of the watercraft.

5. Registration:

(a) All motorized and non-motorized boats are required to be registered with the Association. All members are required to provide a copy of a current valid state registration or title for powerboats to the General Manager. A Blue Ridge Shores boat sticker is required to be placed on both sides of all boats near the state registration numbers. For non-motorized boats, the stickers shall be placed on the front half of each side of the boats. A Blue ridge Shores registration card shall be issued for each motorized boat. These cards shall be carried on the boat while it is operated.

(b) Boats shall be insured (liability insurance) for personal injury and for property damage. Evidence of this insurance shall be certified to the General Manager before the current year's boat sticker shall be issued.

(c) Power boats permitted on the lake shall have no more than 350 horsepower and shall be no more than 22 feet (no more than 30 feet if a pontoon) and must have adequate exhaust and noise abatement systems. All power boats shall operate below the maximum decibel level allowed by the Louisa County Zoning for the Blue Ridge Shores property. Jet Powered Boats are not permitted to be used on Lake Louisa except those registered prior to July 14,2012 and they may not be replaced or registered by other members.

(d) The speed limit for all boats on the lake between 9:00 a.m. and sunset shall be 35 miles per hour. Boats are required to proceed at the slowest possible speed required to maintain steerage and headway between sunset and 9:00 a.m.

(e) There shall be a one-time registration fee for all non-motorized boats.

(f) There shall be an annual registration fee for all motorized boats.

(g) Boat trailers shall be required to display a sticker on the hitch end of the trailer frame. The boat trailer sticker shall be issued after the registration fee is paid for the motorized boat.

(h) In the interest of safety, the Board of Directors of Blue Ridge Shores requires completion of the Virginia Boating Safety Education Requirements or the equivalent for operation of a boat with ten (10) horsepower or greater on Lake Louisa. The member is required to submit proof of compliance for their file in order to receive their annual boat registration. A member who does not or cannot operate their boat may register the boat if they present proof for their file that a family member has met the Boater Safety Education Requirements and specify that the family member will operate the boat. All members are required to carry proof of completion of the course while on the lake operating a boat as prescribed in this section. The Association will comply with sections of the State Code on this issue.

If a boater shows evidence of completion of a safety course in his or her home state and is in Virginia for less than 90 days, he or she is not required to take the Virginia course. Also, an individual under direct supervision of an individual who has met the requirement is also not required to take the course. While completion of a boating safety course is no guarantee that an individual will operate a boat in a safe manner, awareness of what constitutes safe boating is important and could make Lake Louisa a safer place for all to enjoy.

(i) All boats shall display a BRS boating safety decal on their console or equally noticeable location without hindering the operator's line of sight.

6. Personal Water Craft:

Personal Water Craft (PWC) as defined by the VADGIF are not permitted on the lake with the exception of law enforcement, state and local agencies in an official capacity, or rescue services for emergency situations only.

7. Right-of-Way and Other Limitations:

(a) Any authorized watercraft not under motor power, (i.e., canoes, rowboats, paddleboats, kayaks, sailboats, etc.) always have the right-of-way; refer to Virginia's Watercraft Owner's Guide.

(b) Gas powered motorized boat traffic is required to travel only in a counter clockwise direction. Each boat owner is responsible for his boat's wake as well as for the boat itself.

(c) Fast moving boats, boats towing skiers, tubers, aqua boards, etc., are required to stay at least 100 feet from the shoreline and the docks, except while taking off and landing.

(d) The operator of any power motor boat is required to be 14 years of age or older. While towing a skier, or person on a tube, aqua board, or object of any kind, it is required that there be an observer at least 12 years of age in the boat in addition to the operator.

(e) Water skiing, tubing, aqua boarding, or object of any kind, are permitted only from 9:00 a.m. until sunset.

(f) All boats are to have required navigational lights on when operating after dusk or before dawn.

(g) Boats shall proceed at idling speeds at the slowest possible speed required to maintain steerage and headway approaching and leaving a docking area.

(h) Prohibited Uses: Boats shall have no toilet facilities.

8. Reporting Violations: In the interest of safety, members who witness boat operators violating any rules and/or regulations are encouraged and expected to report such violations to the Association Office.

9. Storage, Docking, Launching:

(a) Boats shall only be docked, launched and stored at authorized places. Storage of boats is at the owner's risk. Boats may be stored on Association property only as outlined below. Any other docking or storage of boats at Association facilities or property is a violation of this rule and the boats will be removed and stored by the Association at the owner's risk and expense.

(1) Boat Trailers and Trailers with Boats: Boat trailers or trailers with boats with current registrations and Blue Ridge Shores Boat stickers may be stored on Saturdays, Sundays and holidays in the area opposite the Association Community Center on a space available basis without charge. They shall not be parked in such a manner that will block ingress or egress to the Association boat ramp or Community Center parking area.

(2) Slip Rentals

(a) Slips are available for rental to members and non member occupants in good standing upon the payment, in advance, of an annual fee to be set by the Board.

(b) It is the responsibility of the member or non member occupant to remove his/her boat in the event of a drawdown of the lake.

(c) The fee shall not be prorated for periods less than the designated rental period as set by the Board.

(3) Dry Storage

(a) Dry storage for small boats (size determined by the General Manager) is available to members in good standing upon payment, in advance, of an annual fee to be set by the Board.

(b) The rental fee for each dry storage space shall not be prorated for periods of use less than the designated rental period as set by the Board.

E. Association Recreation Areas:

1. Beach Areas:

(a) Definition: Beaches are defined as those parts of Association property common area that are sand covered and adjacent to the lake.

(b) Beaches are open for use at times set by the Board. The authorized times and rules for use of beaches shall be posted at the beaches. Lifeguards are not provided. Swimming is permitted at swimmers own risk. Failure to comply with beach rules and/or regulations may result in loss of beach privileges.

(c) Children Age Limitations:

(1) Children of ages 5 to 12 years must be accompanied by a responsible person of 16 years or older who knows how to swim when on the beach area.

(2) Children under 5 years of age must be under the direct supervision of an adult at least 18 years who knows how to swim while in the water.

(3) The water slide is only for the use of children 10 years old or younger.

(d) Area and Equipment Regulations:

(1) No beginners or non-swimmers are allowed past the first rope. No one is allowed to be under the dock or floats or to dive off the small float.

(2) Swimming off of the Association docks is discouraged due to danger from boat traffic. You may swim at your own risk and at no time will the Association be responsible for injury sustained while swimming from Association docks.

(e) No dogs or other animals are permitted on any beach.

(f) The Association will not be responsible for clothing or valuables at these areas nor for injury sustained while at these areas or in the water.

(g) No alcoholic beverages of any kind are allowed.

(h) Glass containers are not allowed on the beach.

(i) All trash, including cigarette butts must be put into trash cans.

(j) No cooking is allowed on the beach.

(k) No food or drink is allowed while in the water.

2. Play Areas:

(a) Definition: Areas which include playground with play equipment, tennis courts, basketball courts, pavilion and surrounding picnic grounds, public docks and picnic areas, nature trails, and mountain bike or ATV trails.

(1) No animals are allowed in these areas. Dogs may be exercised on the public right of way area abutting the roads.

(2) Skateboarding is not permitted at any time in these areas including the parking areas of the administrative office, community center and roads leading to the parking areas and the combination concession and storage building. In addition, skateboarding is not permitted on any part of the dam emergency spillway area.

(3) While on any property under control of the Association, all persons shall conduct themselves in a modest and appropriate manner. No abusive or profane language or roughhousing is allowed

F. Lake:

1. No barrels, buoys, floating docks, etc., of any kind shall be placed in the lake without prior written approval of the Board. Using a Lake Request Form, state object, its purpose, placement location, distance from shore and justification for policy exception. The Form will be reviewed and approved by the General Manager for accuracy and forwarded to the Board of Directors for final review and approval.

(a) The Board reserves the right to deny requests, move, remove, or adjust the location of any or all non-permanent structures placed in the lake.

(b) Control buoys together with necessary concrete, anchors, chains, etc., shall be provided by the Association.

(c) All unapproved items will be removed immediately, at the expense of the member, as directed by the General Manager.

(d) Inflatable temporary devices or play items must be anchored or tethered to the dock or shoreline in such a manner that prohibits them from floating away. They can protrude out into the lake no more than fifty feet (50') from the shoreline.

2. Approval from the Board of Directors is required prior to installation of any fish shelter in the lake.

3. Fishing regulations: Fishing on Lake Louisa is limited to members, non member occupants, family members and authorized guests who are properly licensed. Rules and Regulations promulgated by the Virginia Department of Game and Inland Fisheries will be observed at all times. Special restrictions as to keeper size and numbers are posted around the lake and published from time to time in The Shore Line.

4. In order to identify the protruding outline of all lake structures, existing and new, two-inch minimum diameter white reflectors shall be affixed along the sides of the structures within one foot of both sides of each lakeside corner. Reflectors shall be placed along the side of all piers and on the bottom edge of all boat houses. Reflectors shall be placed no more than 3 feet above normal pool level.

5. **When ice has formed on the Lake, it will be prohibited for any member, non-member occupant, their family or guests to be on the ice for any reason. Failure to comply with this section is cause for the General Manager to refer those responsible to the Compliance Committee for adjudication.**

G. Safety and Security:

1. Traffic and Parking: Pursuant to Section 46.2-102 Code of Virginia, (1950), as amended, all roads and streets now or hereafter owned by Blue Ridge Property Owners Association, within Blue Ridge Shores Subdivision, Louisa County, Virginia, are designated for law enforcement purposes only, to be "highways," as defined by Section 46.2-100 Code of Virginia (1950), as amended. Designation of such roads as "highways" shall not affect their status as private roads or private streets for any other purposes including maintenance and control of access. This ordinance shall not be construed to impose any burden on Louisa County or its law enforcement agencies, and more specifically, Louisa County shall have no duty to construct, upgrade or maintain the aforesaid roads and streets designated as "highways" in Section 74-19.

   (a) Parking is authorized only in designated areas and is prohibited on any road or road right-of-way when such vehicle parking would create a traffic hazard.

   (b) No commercial vehicle is permitted to park on roads which are maintained and supervised by the Association or on private property without the prior approval of the General Manager except while actually loading, unloading or making service calls.

2. Vehicle Regulations:

   (a) Speed Limits: The speed limit at Blue Ridge Shores is twenty-five (25) miles per hour unless otherwise posted. The use of Radar will be used to enforce posted speed limits in accordance with the state and county regulations.

   (b) Recreation vehicles of members, family members, nonmember occupants or guests cannot be used on property for cooking, eating, sleeping or other activities. House trailers are not permitted on Association or private property at any time.

   (c) Motorcycles must be registered in Virginia or the home state of the owner or Non Member Occupant and operated only by licensed drivers on roads within Blue Ridge Shores. All unregistered motorized vehicles, including, but not limited to, motor bikes, mini bikes, go-carts and golf carts are prohibited from using the roadways within Blue Ridge Shores. NO EXCEPTIONS, except golf carts subject to the operation limitations set forth in Section 74-120 of the Louisa County Code.

   (d) All golf carts are required to be registered with the Association. A Blue Ridge Shores decal is required to be placed on both sides of the golf cart.

   (e) Permitted golf carts shall be insured (liability insurance) for personal injury and property damage to meet minimum requirements of Section 46.2-472 (Code of Virginia). Evidence of thai insurance shall be certified to the General Manager before the current year decal shall be issued.

3. Access: No right of way will be granted for access to any property outside of Blue Ridge Shores without formal action by the Board.

H. Guests: This is a gated community. Guests are obliged to contact their hosts via the intercom device provided at each entry.

I. Group Outings and Use of the Community Center:

1. The use of Association beach facilities by groups in excess of fifteen (15) persons shall be limited to Monday through Friday and then only on non-holidays during the period of Memorial Day through Labor Day, inclusive. This does not preclude the use of the Community Center or the pavilion. Special arrangements for family sponsored affairs can be arranged.

2. The sponsoring member or non member occupant must be an active participant of the group sponsored and present at the time of the activity and responsible for all actions of the group.

3. Members and non member occupants are responsible for their guests complying with BRPOA Policies, Rules and Regulations.

4. Use of the Community Center is available under the sponsorship of members and non member occupants. The responsibilities for use are published in BRPOA Standard Operating Procedures.

SECTION IV

Complaint and Rule Enforcement

A. Policy:

It is the responsibility of members, non member occupants, guests, employees and others authorized to enter Blue Ridge Shores to comply with the intent of the Bylaws, Policies, Rules and Regulations of the Association.

When a condition exists which is detrimental to the purposes of the Association or when the Bylaws, Policies, Rules and Regulations, Recorded Restrictions or Building Regulations of the Association are not being complied with, the General Manager has the right, duty and responsibility to initiate a complaint against the offender(s). A Warning of Violation or Citation of Violation may be issued by the General Manager or his/her designees.

Any member, non member occupant or employee of the Association may initiate a complaint and bring it to the General Manager or the Board.

B. Security and Safety Enforcement:

Under the direct supervision of the General Manager, any security established shall enforce the Recorded Restrictions and Policies, Rules and Regulations.

C. Complaint and Violation Process:

Complaints concerning an individual, group or the Association shall be in writing and initially processed by the General Manager for resolution. If the complaint concerns the General Manager, it shall be directed to the President of the Board. When a complaint cannot be resolved by the General Manager, it shall be sent to the Compliance Committee for adjudication.

1. Immediately after receiving the written complaint, the General Manager shall attempt to remedy the condition which is the subject of the complaint. If the General Manager feels that he/she has resolved the issue, the complaining party(s) shall be notified of the action taken within two (2) weeks of the date the complaint was received.

2. In those cases where the issue is not resolved, the General Manager shall notify the complaining party(s) in writing that the issue is unresolved and inform him/her of the action taken.

3. After receiving the written and signed Complaint Form, The General Manager shall then enter on the form what and when the action was taken to resolve the issue and sign and date the document. The General Manager shall then, in writing, notify by hand delivery if possible (receipt required) and/or by certified mail

(return receipt requested) and regular U.S. mail the person(s) who is/are the subject of the complaint of the nature of the complaint lodged against him/her. This notification shall also state that the matter is being forwarded to the Compliance Committee for adjudication. A copy of all the documentation pertaining to this complaint shall be sent to the Compliance Committee Chairman for action.

4. When the General Manager or the Board determines that a violation against the Association Bylaws, Policies, Rules and Regulations, Recorded Restrictions or Building Regulations has occurred, a Warning of Violation or Citation for Violation will be issued to the violator(s) depending on the seriousness of the violation. A copy of all Warning of Violations and Citation for Violations issued shall be maintained by the Association as an official record of the violation.

5. When a Citation for Violation is issued, the General Manager shall send the violator(s), by hand delivery (receipt required) if possible and/or by certified mail (return receipt requested), and U.S. mail a copy of the Citation for Violation and a letter explaining the rights of the violator(s) and stating that the matter has been referred to the Compliance Committee for adjudication. A copy of all documents concerning this case shall be sent to the Chairperson of the Compliance Committee.

D. Compliance Adjudication

1. Compliance Committee: The Compliance Committee shall have as its purpose the adjudication of complaints and violations related to the Association Bylaws, Policies, Rules and Regulations, Recorded Restrictions and Building Regulations. The Compliance Committee shall be a standing committee that has a minimum of three (3) members and maximum of seven (7).

   (a) The Chairperson, who shall be a past or current member of the Board, shall be appointed by the Board for a one (1) year term.

   (b) No member of the Compliance Committee may participate in any case or action before the Compliance Committee which involves his or her family or who has a conflict or potential conflict of interest.

2. Scheduling Hearings: The Chairperson of the Compliance Committee in coordination with the General Manager shall schedule all Compliance Committee hearings of complaint and violation cases. Notice of the scheduled hearing must be sent to all involved parties by certified mail (return receipt requested) and hand delivered if possible (receipt required) and regular U.S. mail. Email can also be used whenever possible.

   (a) Complaint Hearings: When the General Manager's action does not resolve an issue or complaint, then the General Manager, or the complaining party(s), or the party(s) who is/are the subject of the complaint may request a hearing before the Compliance Committee. The hearing is to be held within four (4) weeks of the time of request, but no less than fourteen (14) days after the date of notification by certified mail (return receipt requested) hand delivered if possible (receipt required) and regular U.S. mail. In special cases hearings may be scheduled sooner, providing that all parties agree and have a reasonable amount of time for preparation.

   (b) Citation For Violation Hearing: These hearings shall be scheduled at least fourteen (14) days from the date of the issuance of the Citation for Violation. When a citation is issued, the General Manager may deny the individual(s) the use of designated membership privileges until the Compliance Committee hears and rules on the case.

3. Conduct of Hearings: All individuals whose cases are pending before the Compliance Committee are entitled to be present and represented by counsel when their cases are considered by the Committee and may present any facts for their consideration. Hearings will be open sessions as a general rule; however, the Committee is authorized to hold executive sessions. All decisions and rulings shall be announced in open session including executive session decisions. The Committee shall maintain documentation of all hearings, which will be filed as part of the Association's permanent records. All results of the Compliance Committee hearings shall be provided to the Board at the following Board Meeting.

4. Executive Session: An Executive Session is defined as a meeting at which all persons are excluded except those invited to attend by the Compliance Committee. Any case decision resulting in a formal ruling must be stated in open session and duly recorded in open session minutes. An Executive Session must be for one of the following purposes.

(a) Discussion concerning the formal decision of a case before the Compliance Committee.

(b) Discussion concerning an advisory opinion.

(c) Strategy and negotiations with respect to possible or pending claims or litigation.

(d) Matters concerning security/strategy or the deployment of security personnel, or information affecting public safety.

(e) Discussions of any matter which would result in the disclosure of personnel records or other information covered under the Right to Privacy Act.

E. Assessment of Charges

1. The administration of charges shall be fair and equitable. The Compliance Committee has the authority to impose charges for violations. A general guideline is provided as follows:

   (a) A written warning may be issued for a first violation of any Bylaw, Policy, Rule and Regulation, Recorded Restriction or Building Regulation; however, charges may be assessed for more serious first offenses.

   (b) Violators who fail to remedy the violation(s) and/or pay charges within fifteen (15) days and/or ignore charges assessed by the Compliance Committee and have not submitted an appeal to the Board are subject to additional charges and all legal fees.

2. Members/non member occupants are responsible for their guests and charges may be assessed for violations committed by the guest(s) and/or the member/non member occupant responsible for the guest(s) and to abide by any decisions made by the Compliance Committee including right to appeal.

3. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within seven days of the hearing.

F. Appeal of a Case:

1. Decisions by the Compliance Committee acting as an agent of the Board may be appealed to the Board. The appeal must be submitted in writing within fifteen (15) days.

2. All individuals whose cases are appealed to the Board are entitled to be present and represented by counsel when their case is considered by the Board and to present any facts for consideration of their case. The Board shall make every effort to act expeditiously and shall render a decision at the next regularly scheduled meeting following that meeting at which the Board was officially informed of an appeal which required this action.

3. Following consideration of the appeal by the Board, the decision of the Board shall be final and, if it includes a monetary charge, said charge must be paid thirty (30) days from the date of the decision. Failure to pay charges within the prescribed time is cause for legal action.