

**BYLAWS OF
TANGLEWOOD SHORES
ASSOCIATION, INC.
(TSA)**

April 17, 2024

These Bylaws supersede all prior Bylaws of the Association

Tanglewood Bylaws Update from 10/23/23

Approved Board of Directors 10/23/23 Board Meeting

Revised 7/23/24

1. Electronic voting will now be used for annual BOD elections update bylaws to reflect. Update Article 2 Section 2.1.D
2. Section 2.7.B.2 page 16 powers (*add new item*) 3 bids are required, then BOD approval, then Contract must be issued for any purchase over \$1,500 using Tanglewood Shores contract form stating terms and conditions along with complete scope and cost. **Strike existing bylaw section 2.7.B.2 item b) exceeds 115%.**
3. Please add: Section 6.3 A.8 Driveway entrance pipes / culverts shall be installed to maintain positive flow of rainwater to drainage swells. Riprap shall be placed both ends of the pipe / culvert a minimum of three (3) feet to provide sediment control. Driveway entrance pipes / culverts and associated drainage swells shall not create drainage issues for adjacent property owners. Lot owner shall maintain / clean pipe / culverts to insure proper drainage flow.
4. No Yurt structures are allowed. Add to Section 6.3 A.9
5. No small shed structures may be used to live in. Add to section 6.3 A.10

6. Lot owners shall maintain exterior of homes by power washing mold/mildew to enhance beauty of our community. Add to Section 6.3 A.11

7. Bylaw Section 2.4 paragraph to clearly define replacement of director or officer. Go back to latest BOD election results and select next highest vote member as selected by TSA members.

8. Bylaws Section 6.6 Rules and Regulations paragraph C, 3a, 3b, D add dogs and cats

9. *Bylaws Section 6.4 paragraph A & B lower speed limit to 20 MPH*

TABLE OF CONTENTS

ARTICLE 1: MEMBERSHIP MEETINGS	5
1.1 Membership and Voting Rights	5
1.2 Corporate or Multiple Ownership of a Lot	5
1.3 Proxy Voting	5
1.4 Voting	6
1.5 Votes Required	6
1.6 Alternate Voting Procedures	6
1.7 Fixing of Record Date.....	6
1.8 Annual Membership Meeting.....	6
1.9 Special Membership Meetings	7
1.10 Notice of Membership Meetings, Waiver	7
1.11 Robert’s Rules of Order	8
ARTICLE 2: BOARD OF DIRECTORS (Board)	8
2.1 Number, Qualifications, Length of Service, and Election	8
2.2 Board Meetings.....	10
2.3 Election of Officers.....	11
2.4 Resignation, Removal, and Replacement of Directors	11
2.5 Resignation, Removal, and Replacement of Officers	12
2.6 Quorum, Decisions, and Rules of Order.....	12
2.7 Powers.....	12
ARTICLE 3: DUTIES OF OFFICERS	18
3.1 President	18
3.2 Vice President.....	18
3.3 Secretary	18
3.4 Vice Secretary	18
3.5 Treasurer	18
3.6 Vice Treasurer	19
ARTICLE 4: NON-PROFIT STATUS OF THE ASSOCIATION	19
ARTICLE 5: CHANGE OF BYLAWS	20
ARTICLE 6: RULES AND REGULATIONS	20
6.1 Adoption.....	20
6.2 Enforcement Policy	20
6.3 Architectural Control.....	22
6.4 Vehicular Traffic	25
6.5 TSA Common Properties	27
6.6 Rules & Regulations (General)	28
6.7 Common Interest Community (CIC) Complaint Process.....	29
6.8 Applicable Laws Govern	30
ARTICLE 7: CONFLICT	30

ARTICLE 1: MEMBERSHIP MEETINGS

1.1 Membership and Voting Rights

Membership and voting rights in Tanglewood Shores Association, Inc. (TSA) are as described in the Protective Covenants, Article III, Sections 1 & 2.

“Good standing” is hereto defined as not having a delinquency in the payment of assessments or any other outstanding TSA financial obligation.

A Member of the Association is a person who purchases an undivided interest in a lot being subject to the governing documents of the Association and its assessments.

An Associate Member is a person not holding an interest in any lot who: a) applies to the Board of Directors for a level of membership; b) is approved by the Board for Associate Membership status; and c) pays the appropriate annual fees. An Associate Member enjoys the same privileges as a TSA lot owner with the following two exceptions: a) an Associate Member is not entitled to participate (vote) during any TSA referendums conducted for the purposes of electing the Association’s Board of Directors, or affecting the Association’s financial, legal, or civil business; and b) an Associate Member may not serve as the chairperson of a TSA committee.

1.2 Corporate or Multiple Ownership of a Lot

The single vote assigned to a lot owned by more than one person, a corporation, or other entity, shall be cast by the person named in the document on file in TSA’s business office as the designated voting owner. The voting designation document shall be signed by all the owners of the lot or by the proper corporate officer as filed in the lot owner’s file in TSA’s business office. It shall be valid until revoked by a subsequent voting designation document. If a voting designation document is not on file with the Association Secretary, the vote of such owners shall not be considered in determining a quorum or for any other purpose. The owners of the lot may still cast their vote by executing a valid proxy or in person at a meeting on behalf of the multiple owners of the lot, corporation, or other entity and such person is not challenged by any co-owner or corporate officer present. In that circumstance, the person in attendance may cast a vote as the representative of such a lot at such a meeting.

1.3 Proxy Voting

A lot owner may choose to vote by proxy. A proxy will be uninstructed; i.e., leaving the decision of how to vote to the proxy’s discretion. The member given the authorization to vote on behalf of a lot owner must be a lot owner in good standing and must be present at the meeting at which the vote takes place. Proxies may only be granted by a lot owner in favor of another lot owner (naming the person to cast the vote on behalf of the absent lot owner), a current member of the Board of Directors, the owner’s managing agent or such mortgagee, or, in the case of a non-resident owner, the owner’s lessee, attorney, or rental agent.

Proxies shall be duly executed in writing, dated, and signed by a person having authority at the time of the execution thereof to execute deeds on behalf of the lot owner. The proxy shall

Section 1.3 continued

designate the date of a particular meeting for which it is valid and any continuation or postponement thereof. The proxy is returnable only to the Association Secretary by the lot owner granting the proxy. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a notice of revocation from any of the persons owning such lot. Except with respect to proxies in favor of a lessee or mortgagee, no proxy shall in any event be valid for a period in excess of 180 days after the execution thereof.

1.4 Voting

In any Membership Meeting, each lot owner, subject to the provisions of Article 1.1 and Article 1.2 hereof, shall be entitled to cast the number of votes allocated to his/her lot(s).

1.5 Votes Required

Except where otherwise required by the provisions of the latest versions of the Articles of Incorporation, the Protective Covenants, these Bylaws, or law, the affirmative vote of the lot owners having a simple majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

1.6 Alternate Voting Procedures

Notwithstanding any other provisions of these Bylaws, to the extent permitted by the laws of Virginia, and at the sole discretion of the Board of Directors, any vote to be taken of the lot owners upon a stated proposal or for the election of Directors may be taken by mail or electronically by email or similar service, and the number of votes necessary for passage of the proposal or election as a Director shall be the same as if the vote were taken at a meeting.

1.7 Fixing of Record Date

For the purpose of determining the lot owners entitled to notice of or to vote at the Annual Membership Meeting or any Special Membership Meeting called by the Board of Directors, or any adjournment thereof, or in order to make a determination of the members for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of lot owners. The record date in any case should not be more than 60 days nor less than 15 days prior to the date on which the particular action requiring such determination of lot owners is to be taken. If no record date is fixed for the determination of lot owners entitled to notice or to vote at a meeting of members, the record date for determining lot owners entitled to notice of and to vote at an Annual Membership Meeting or Special Membership Meeting is the day before the effective date of the notice to lot owners. When a determination of lot owners entitled to vote at any Membership Meeting has been made as provided in this Section, such determination shall apply to any adjournment thereof.

1.8 Annual Membership Meeting

An Annual Membership Meeting will be held at the Association's Community Center at 2:00 P.M. on the 2nd Saturday of September of each year. The place and time of holding such meeting may be changed by the Board and communicated to the lot owners in a manner reasonably calculated to convey such change to those members attending said meeting in

Section 1.8 continued

advance of said rescheduled meeting. At that time, an election will be conducted by membership vote, until such time as the required number of directors is selected.

The order of business at the Annual Membership Meeting and, as far as practical, at any other Membership Meeting, shall be:

1. Roll Call, establishment of a Quorum, and Certification of Proxies;
2. Proof of Notice of Meeting or Waiver of Notice;
3. Reading of Minutes;
4. Reports of Officers;
5. Reports of Committees;
6. Election of Directors subject to all provisions of the Articles of Incorporation, the Protective Covenants, and the Bylaws;
7. Unfinished Business;
8. New Business; and
9. Adjournment.

1.9 Special Membership Meetings

Special Membership Meetings shall be held only when called by the President, or by a majority of the Board. At their discretion, such directors may call a Special Membership Meeting at any time. Special Membership Meetings must be called by such directors upon petition signed by lot owners holding a majority of the votes in the Association. Notices of Special Membership Meetings shall be given as set forth below, except that in the case of an emergency, seven days notice will be deemed sufficient, and the notice shall specify the purpose of the meeting and set forth the agenda. Except where a greater percentage is specified in Article III of the Protective Covenants, or is otherwise required by law, the presence in person or by proxy of lot owners possessing a simple majority of the votes in the Association shall constitute a quorum at all Special Membership Meetings.

1.10 Notice of Membership Meetings, Waiver

Unless a lot owner provides a written waiver to the contrary, a notice of Membership Meetings shall be initiated only by the President, or, at the President's direction, his/her agent. The notice shall be sent to each lot owner entitled to vote at the planned meeting. Notices for Membership Meetings shall be communicated as follows:

- | | |
|------------------------------|--|
| - Annual Membership Meeting | At least 14, but no more than 60 days in advance |
| - Special Membership Meeting | At least 10, but no more than 60 days in advance |

The notice shall announce the time, place, and purpose(s) of such meeting. However, the notice of a Special Membership Meeting to act on an amendment of the Articles of Incorporation, a plan of merger, domestication, a proposed sale of assets pursuant to the Code of Virginia 13.1 – 900, or the dissolution of the corporation, shall be given not less than 25 nor more than 60 days before the meeting date.

Section 1.10 continued

A Membership Meeting may be adjourned to a later date if, in the sole discretion of the director presiding at said meeting, adjournment is in the best interest of the Association. If an Annual Membership Meeting or a Special Membership Meeting is adjourned to a different date, time, or place, notice need not be given if the new date, time, or place is announced at the meeting prior to the meeting's official adjournment.

Receipt of a mailed notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid and addressed to the member at his/her post office address as it appears on the records of the Association. Notice of a Membership Meeting may also be given electronically. By providing the Association with an email address, the member consents to receive such an electronic notice. Notice given by email shall be deemed given when directed to an electronic mail address that the member provided to receive such notices.

1.11 Robert's Rules of Order

The President shall preside over all Membership Meetings and all Board meetings. All meetings convened by the Board shall be held in accordance with Robert's Rules of Order, except to the extent said Rules of Order conflict with express provisions of the Protective Covenants or these Bylaws. Failure to comply with said rules shall not invalidate any otherwise valid action taken at a meeting.

ARTICLE 2: BOARD OF DIRECTORS (Board)

2.1 Number, Qualifications, Length of Service, and Election

The business of the Association shall be managed by a Board consisting of nine directors. Director terms are staggered so that one-third of the Board will be re-elected or newly-elected each year. When elected, each director serves a term of three years. After completing the three-year term, the director may leave office or stand for re-election. All candidates for director shall be at least 21 years old, be lot owners in good standing, and, if elected, maintain that status for the duration of their respective terms.

A. The properly constituted and appointed Nominating Committee shall consist of no fewer than three lot owners, none of whom are candidates. The Nominating Committee will attempt to solicit the participation of only qualified and sincere candidates. In this regard, the Nominating Committee should orient or arrange for a serving director to acquaint potential candidates with the probable requirements of their prospective service on the Board. At the time of its appointment, the Board President may provide further guidance to the Nominating Committee as circumstances dictate.

B. No later than July 25th, the President of the Board, acting in concert with the Nominating Committee, shall present the list of potential candidates to the Board for its review. From the process initiation until the presentation of the list of nominees, the President and Nominating

Section 2.1.B continued

Committee shall take all reasonable and practical steps necessary to submit for review at least two potential candidates, including incumbents choosing to stand for re-election, for each known Board vacancy. In the event that two candidates for each vacancy cannot be identified, those available candidates will stand for election. No restrictions exist as to the number of candidates the President may present to the Board.

C. Acceptable candidates will be entered into nomination for election with the delivery of the notice of the Annual Membership Meeting, or receipt of the Ballot/Proxy forms. Ballot/Proxy forms listing nominees for election, presented in a random order sequence (not alphabetically), will be transmitted to each lot owner at least 30 days prior to the Annual Membership Meeting. Information on each candidate listed on the Ballot/Proxy form will be biographical in nature, not a platform statement. Actual campaigning is discouraged.

D. Electronic voting will now be used in addition to mail in ballots.

Lot owners may: 1) mail in their Ballot/Proxy forms in the pre-addressed return envelopes provided and marked: "Attention: Association Secretary"; 2) put them in a lock box in the Community Center; or 3) submit them at the Annual Membership Meeting. The returned envelopes are placed unopened in a lock box and held in the Community Center in a secured location. In the morning of the Annual Membership Meeting, the Association Secretary will give the lock box to the Nominating Committee chairperson to begin the certification and tabulation process. Any Ballot/Proxy forms received the day of the Annual Membership Meeting, prior to an announced cut-off time, will be given to the Association Secretary unopened, who, in turn, will give them to the Nominating Committee chairperson to be recorded. The Nominating Committee shall convene in a controlled access location to review all Ballot/Proxy forms and to tabulate and record the votes prior to the pre-determined cut-off time. Votes will be counted for the following situations:

1. They are submitted in accordance with the Ballot/Proxy form instructions; and
2. They are submitted by a lot owner in good standing.

The Nominating Committee chairperson will announce the results of the vote at the Annual Membership Meeting. The Nominating Committee chairperson will retain custody of all voting documents, and documentation until the seating of the newly-elected directors. At that time, all election voting documents will be given to the Board President to be placed in TSA's safe deposit box at the Association's bank. All election voting documents shall be retained for a minimum of three election cycles (current year + the previous two election cycles) after which the Board President shall remove all older documents and deliver them to the Nominating Committee chairperson for destruction (shredding or burning).

Section 2.1 continued

D. At the Annual Membership Meeting, election shall be by plurality, with no cumulative voting allowed. Those candidates receiving the greater number of votes will be seated to fill vacancies in the following order:

1. The three candidates receiving the greatest number of votes will be seated to replace those three incumbent Board members whose three-year terms expired.
2. New directors will be seated to serve their respective three-year terms. In the event there is an additional vacancy on the Board due to a director having departed earlier than the expiration of his/her term, the candidate receiving the next greatest number of votes (fourth highest total) will be seated to complete the unfilled term of the departed Board director. Additional Board vacancies shall be filled in a like manner.
3. In the event two or more candidates receive an equal number of votes (tie), each lot owner present and eligible to vote, including the current Board members, shall cast a secret ballot for the purpose of breaking the tie. If, following the second secret ballot, a tie continues, the Board shall direct the Association Secretary to place each of the tied candidates' names on a twice equally folded index card. Those folded cards will be placed in a clear glass bowl for the Nominating Committee chairperson to draw one card for each remaining vacancy to break the tie.

2.2 Board Meetings

Notice of the time, date, and place of each meeting of the Board of Directors shall be published where it is reasonably calculated to be available to a majority of the lot owners (i.e., TSA newsletter, website, internal and external bulletin boards, etc.). Notice of special or emergency meetings shall be reasonable for the given set of circumstances and issued at the same time such notice is furnished to the members of the Board of Directors. A lot owner may make a request to be notified on a continual basis of any such meetings. The request shall be made at least once a year, be written, be submitted to the Association Secretary, and include the lot owner's name, address, zip code, and email address. Notice of time, date, and place of Board Meetings shall be sent by first-class mail or email to any lot owner requesting notice.

A. Unless otherwise exempt (i.e., relating to an executive session) the Association Secretary shall prepare for all Board Meetings a set of documents which will be made available for inspection by the membership. These documents will include an agenda packet in compliance with Code of Virginia 55.1-1816, to include printed research, and any information and other materials, prepared for the Board.

B. The Secretary, contemporaneous with delivery to the Board, shall cause the minutes from the Board Meeting to be prominently placed within the Community Center (bulletin board, in TSA business office, etc.). The documents shall be posted on the TSA website.

Section 2.2 continued

C. While in an open meeting and upon an affirmative vote (a simple majority of Board members present voting), the Board may temporarily suspend the open meeting in progress and reconvene in executive session. The motion to temporarily suspend the open session shall specifically state the purpose for the executive session. Reference to the motion and the stated purpose for the executive session shall be included in the minutes. The Board of Directors, or any subcommittee or other committee thereof, may convene in executive session to consider personnel matters; consult with legal counsel; discuss and consider contracts, pending or probable litigation and matters involving violations of the Protective Covenants or rules and regulations adopted pursuant thereto for which a lot owner, his/her family members, tenants, guests or other invitees are responsible; or discuss and consider the personal liability of members to the Association.

D. The Board of Directors shall restrict the consideration of matters during such executive sessions to only those purposes specifically exempted and stated in the motion. No contract, motion, or other action adopted, passed, or agreed to in executive session, shall become effective unless the Board of Directors, at the conclusion of the executive session, reconvenes the open meeting and takes a vote on such contract, motion, or other action, which shall have its substance reasonably identified in the open meeting.

E. A meeting may be conducted by telephone conference or video conference or similar electronic means. When conducting a meeting under those circumstances, at least two members of the Board of Directors shall be physically present at the meeting place included in the notice. The selected electronic media's audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the Board of Directors participating in the meeting who is not physically present.

2.3 Election of Officers

No later than one week following the Annual Membership Meeting, the sitting President will convene the newly-elected Board of Directors to elect its officers and to establish dates and times for subsequent meetings. Officers to be elected are: President, Vice President, Secretary (and Vice Secretary if desired), Treasurer (and Vice Treasurer if desired), and other officers as needed. No individual director may concurrently hold two offices. The Secretary will be registered with the State Corporation Commission as the Registered Agent of the Association.

2.4 Resignation, Removal, and Replacement of Directors

A director may resign by submitting written notice to the Board President. A director shall be deemed to have resigned under the following circumstances: 1) upon the director's termination of membership in the Association; 2) upon the director's default for 30 days in the payment of any assessment; or 3) upon the director's default for 30 days of the provisions of the Protective Covenants. Absence from three Board Meetings in any calendar year without good cause shall be deemed a resignation. A director may be removed from the Board, with or without cause,

Section 2.4 continued

by a majority vote of the lot owners present, in person or by proxy, at a Special Membership Meeting duly convened for that purpose. (Reference Section 1.9). Replacement of director shall be by going back to prior elections results and select next highest vote getter as selected by Tanglewood members and shall serve remaining term.

2.5 Resignation, Removal, and Replacement of Officers

An officer may resign from office by giving written notice thereof to the Board. A director, resigning as an officer, may continue serving on the Board as a director. The Board may, by majority vote, remove any officer from his/her office at any time, with or without cause, and the Board will elect a successor from the remaining directors.

2.6 Quorum, Decisions, and Rules of Order

A quorum is required for any corporate action by the Board. Attendance by a majority of Board Directors constitutes a quorum. Any decision of the Board, for which a greater percentage is not provided by law or the governing documents, may be made by a simple majority of the voting directors. Robert's Rules of Order will prevail in all meetings, but the failure to comply with said rules shall not be grounds for invalidating any action taken at a meeting of the Board. All votes of the Board at all meetings, other than an executive session, will be reflected in the official minutes of that meeting.

2.7 Powers

- A. The Board, in its activities associated with its control and general management of the business, property, and affairs of the Association, will exercise the following powers:
1. Conduct the affairs of the Association in a prudent manner so as to protect the investment of the lot owners, promote community spirit, and maintain quality common properties.
 2. Within the restrictions of the Articles of Incorporation, as amplified by Article III, Section 2 of the Protective Covenants: borrow funds, mortgage, pledge, or otherwise encumber the assets of the Association as security; and assign as further security dues and capital assessments, due or to become due, to the Association.
 3. As may be necessary to carry out the stated purposes of the Association, hire employees, or authorize the hiring of such employees, at such rate of pay as may be established by the Board.
 4. Discharge (terminate the employment) or authorize the discharge of such employees as may be necessary for cause or other reason(s).

Section 2.7.A continued

5. Appoint, or authorize the President to appoint, such committees as necessary to carry out the affairs of the Association.

a. Committees serve at the pleasure of the Board.

b. Committees will be chaired by lot owners who are in good standing and who are currently not directors on the Board. The chairperson will be selected and approved by the Board of Directors.

c. The President may designate a Board director to act as the Board liaison to such committees to assist in the matters of budgetary considerations or to explain/interpret current Board policies. Board members serving as liaisons to committees will serve as ex-officio committee members and have no vote in the working decisions of the committee to which assigned.

d. Committees act in an advisory capacity to the Board. Committees and committee chairpersons enjoy no authority except as granted by the Board.

e. The Board will advance funds as necessary for the work of committees. The funds shall be drawn from the Association general funds account and distributed to the committee by the Community Manager, as authorized by the Board of Directors. All advanced funds are replenished by the collection of user fees or other member charges as recommended by the various committees and authorized by the Board of Directors.

f. Committees are not authorized to dedicate, expand, or otherwise utilize funds without Board approval. Committees are not authorized to retain proceeds from one event to fund future events. In this respect, however, committees may be given working capital as authorized by the Board with which to finance individual events.

i. Immediately following said events, all funds generated will be surrendered to the Treasurer or designee for deposit.

ii. The Community Manager will ensure that such deposits identify the associated committee. Committees may not expend these funds during the year without Board approval.

iii. At the end of the season or fiscal year, a committee may suggest to the Board a need for which profit generated by the committee could be spent to improve the Association.

Section 2.7.A.5 continued

g. In compliance with the Association's charter on file with the State Corporation Commission, all funds generated and received through the use of the Association properties, properly accounted for by receipts and/or purchase orders, will be surrendered to the Treasurer or designee for deposit into the Association's general fund.

6. Establish such user fees for the use of the recreational facilities of the Association as may be appropriate; provided, however, that such fees are consistent with the provisions of the Protective Covenants.

7. Monitor and enforce all building and use restrictions as set forth in Articles IX and X of the Protective Covenants. The Board may delegate to one or more of its directors, and/or the Architectural Control Committee, the authority to represent the Board in this monitoring function. Either may subsequently report potential violations to the Board for review and appropriate enforcement actions.

8. Exercise such other powers in the general management and control of the business of the Association as are permitted by law and not expressly reserved to its lot owners.

B. In addition to the foregoing powers imposed by these Bylaws, or by any resolution of the Association that may hereafter be adopted, the Board shall undertake the actions and duties listed below on behalf of the Association.

1. Review the Association's overall fiscal plan and prepare the next calendar year's Association operating budget. Ensure the draft budget:

a. Is itemized and presented in a format which sets forth the amount of the anticipated revenues and common expenses.

b. Is available to the lot owners. The Association Treasurer shall cause the latest approved budget document to be prominently displayed within the Association Community Center and be posted on the Association's website

(www.tanglewoodgolfcommunity.org). This document is available to all lot owners upon written request.

c. Reflects the levying of any special assessments against lot owners (Code of Virginia 55.1-1825). In addition to all other assessments, the Board retains the authority to levy a special assessment against lot owners if the Board determines the special assessment's purpose is in the best interests of the Association. The proceeds are used primarily for the management, maintenance, upkeep, and improvement of the Association's common properties and such other areas of Association responsibility as expressly provided for in the Code of Virginia, Protective Covenants, and Bylaws. This includes capital expenditures.

Definitions of Assessments used by the Board:

- **Annual Maintenance Assessment (AMA)** – an assessment made in accordance with the Protective Covenants against each lot, collected and administered by the Board for the purposes of operating, maintaining, and improving common properties. These costs include, but are not limited to, the costs of administration, labor, materials, equipment, and the management and supervision thereof.

- **Special Assessment (SA)** – an assessment made in the best interest of the Association. The proceeds are used primarily for the maintenance and upkeep of the common areas, general operations, and such areas of the Association’s responsibility as expressly provided for in the Property Owners’ Association Act, the Protective Covenants, and these Bylaws. This includes capital expenditures.

- **Capital Improvement Assessment (CIA)** – a Special Assessment levied for a specific capital improvement action/project. Excess revenue generated may be added to the reserve account, used to offset a one-time reduction of the next year’s SA, or used for other purposes the Board may adopt.

2. Adopt the following year’s budget by affirmative vote before the end of the Association’s current fiscal year, December 31, 20XX. The budget represents the Board’s best estimate for the Association’s revenues, expenses, and fiscal plan. It is the Board’s intended fiscal plan to operate, maintain, and improve Tanglewood Shores Golf and Country Club and contains a section dedicated to the anticipated budget for the next calendar year plus one year. Budget elements considered include, but are not limited to:

- a. The labor costs associated with the management, maintenance, upkeep, and improvement of all the Association’s common properties.
- b. Known and estimated costs associated with materials, supplies, and equipment (maintenance and acquisition costs) associated with the management, maintenance, upkeep and improvement of all the Association’s common properties.
- c. All other expenses determined to be common expenses by the Association’s documents or by a resolution of the Board.

Section 2.7.B.2 continued

- d. Reasonable amounts, as the Board considers necessary, to provide reserves in accordance with the Code of Virginia Section 55.1-1826 for:
 - i. Working capital (cash available for day-to-day expenses, which is otherwise uncommitted);
 - ii. General operating (including an amount to cover operating losses due to insurance deductibles);
 - iii. Contingencies (potential costs or liabilities, which have not been incurred, but which should be planned for); and
 - iv. Replacements (such as planned re-capitalization and future planned acquisitions).

The Board may adjust or modify the adopted budget at any time during the budget year in response to unanticipated circumstances. The Board will take appropriate action to implement and operate within the constraints of the current calendar year budget. Once the Board prepares, approves, and publishes the budget, there is no need, either expressed or implied, to conduct a subsequent Board vote to expend funds allocated to those same, individual expenditures. A re-vote is required if the expenditure is: a) not named as, or a subordinate part of, a budget line item. B) ***3bids are required, then board approval, then contract must be issued for any purchase over \$1,500 using Tanglewood Shores contract form stating terms and conditions along with complete scope and cost.***

- 3. Establish a means and method for collecting assessments levied against lot owners in accordance with B.1.c above.
- 4. Collect the assessments and coordinate the deposit of the proceeds thereof in bank depositories designated by the Board. Use the proceeds to carry out the administration of the common properties in accordance with the Protective Covenants and the governing documents of the Association.
- 5. Obtain and carry insurance against casualties and liabilities, pay the premiums therefore, and adjust and settle any claims thereunder.
- 6. Make or contract for the repairs, additions, and improvements to, or alterations and restorations of, the common properties in accordance with these Bylaws, after damage or destruction.
- 7. Pay the cost of all authorized services rendered to the Association.
- 8. Keep all books and records in accordance with generally accepted accounting principles per Code of Virginia 55.1-1815. The Association books shall:

Section 2.7.B.8 continued

- a. Relate to the property and the administration of the common properties with detailed accounts of the receipts and expenditures arranged in chronological order.
 - b. Segregate expenses for the maintenance and repair of the common properties.
 - c. Specify any other expense incurred.
 - d. Be reviewed for appropriateness at least biennially by an independent accountant retained by the Board. The accountant should not be a member of the Association. The cost of such review shall be a common expense.
9. Adopt rules and regulations which shall not be in conflict with the Code of Virginia 55.1-1819 or the Association's governing documents.
10. Report to the Membership, on a semi-annual basis, all the official actions and activities of the Association; e.g.:
- a. Include a written report along with the Association notices and statements for the Annual Maintenance Assessment, the Special Assessment, and the list of User Fees; and
 - b. Provide a written report along with the Ballot/Proxy forms used for the election of new Board members during the Annual Membership Meeting.
11. In accordance with Code of Virginia 55.1-1826:
- a. Except to the extent otherwise provided in the Protective Covenants, and unless the Protective Covenants imposes more stringent requirements, the Board shall:
 - i. Conduct at least once every five years a study to determine the necessity and amount of reserves required to repair, replace, and restore the capital components as defined in the Code of Virginia 55.1-1826;
 - ii. Review the results of that study at least annually to determine if reserves are sufficient; and
 - iii. Make any adjustments the Board of Directors deems necessary to maintain appropriate reserves.
 - b. To the extent that the reserve study conducted in accordance with this section indicates a need to budget for reserves, the Association budget shall include:
 - i. The current estimated replacement cost, estimated remaining life, and estimated useful life of capital components as defined in the Code of Virginia 55.-1800;
 - ii. As of the beginning of the fiscal year for which the budget is prepared, the current amount of accumulated cash reserves set aside to repair,

Section 2.7.B.11.b.ii continued

replace, or restore capital components, and the amount of the expected contribution to the reserve fund for that year;

iii. A statement describing the procedures used for estimation and accumulation of cash reserves pursuant to this section; and

iv. A statement of the amount of reserves recommended in the study and the amount of current cash for replacement reserves.

C. The Association shall have a lien for all assessments, as provided by in the Code of Virginia 55.1-1833.

ARTICLE 3: DUTIES OF OFFICERS

3.1 President

The President shall preside at all meetings of the Board and the Members. The President will have general charge of and control over the affairs of the Association subject to such rules, regulations, and restrictions as the Board may establish.

3.2 Vice President

The Vice President performs such duties as may be assigned by the Board. If the President is unable to preside for whatever reason, the Vice President is vested with all powers to perform the duties of the President.

3.3 Secretary

The Secretary shall generate the minutes of all formal Board of Directors Meetings and Membership Meetings, attend to the giving and servicing of all notices for such meetings to the members and directors, and shall perform all other duties incidental to the Office of Secretary of the Association, and as may be required by the directors or President. The Secretary will ensure that all required documents, for Board directors authorized to sign checks, are provided to TSA's bank, and that all their signatures are on file at the bank in accordance with the Standard Operating Procedure (SOP) filed in TSA's business office. The Secretary shall be designated as the Registered Agent for the Association.

3.4 Vice Secretary

This is an optional Board position, and if appointed, the Vice Secretary performs the duties of the Secretary in his/her absence.

3.5 Treasurer

The Treasurer shall ensure that detailed records are maintained of Association income received and expenses incurred. All records verified by, prepared by, generated for, or submitted by the Treasurer are subject to examination by Board members and TSA's office staff. TSA's financial records will be made available for examination by a member of the Association in good standing pursuant to Article VI, Section 1, of the Protective Covenants. The Treasurer shall:

Section 3.5 continued

- A. Deposit, or designate a person who shall deposit, all Association funds in such banking institution as may be directed by the Board;
- B. Oversee the disbursement of the Association funds as the Board may direct;
- C. Ensure all Association issued drafts (checks) are:
 - 1. Issued for legitimate Association related purposes, and
 - 2. Signed by two persons authorized by the Board. Those authorized by the Board to sign drafts (checks) shall be selected from the following Board officers:
 - Treasurer
 - Vice Treasurer
 - President
 - Vice President
 - Secretary
- D. Ensure those persons making transactions are bonded to include deposits and withdrawals;
- E. Ensure that funds received by the Tanglewood Shores Association are expended in accordance with the approved budget; and
- F. Ensure that IRS Form 990-T Exempt Organization Business Income Tax Return is filed by May 15 of each year, as required.

3.6 Vice Treasurer

An optional Board position, when appointed, the Vice Treasurer shall assist the Treasurer in the performance of his/her duties and shall perform the duties of the Treasurer in the Treasurer's absence.

ARTICLE 4: NON-PROFIT STATUS OF THE ASSOCIATION

All funds paid into the Association, irrespective of source, shall be used exclusively for the purpose and objectives set forth in the Articles of Incorporation, the Protective Covenants, and these Bylaws. In no event, will any income or profit be paid to any member or to any person, firm, or corporation for the benefit of any member. However, nothing in this Article will be construed to prevent a member from accepting employment for which compensation is paid or from acting as a vendor to the Association selected via a competitive bidding process. A sitting Board member may not be an employee.

Article 5

ARTICLE 5: CHANGE OF BYLAWS

These Bylaws, or any part hereof, may be repealed, altered, or amended, and new Bylaws adopted at any meeting of the Board of Directors by affirmative vote of two-thirds of the Board of Directors.

ARTICLE 6: RULES AND REGULATIONS

6.1 Adoption

The Board of Directors adopts the TSA Rules and Regulations (TSA R&R) in accordance with the Protective Covenants, Article XI, Section 1-3 and Article XII, Section 1. The Board shall review these Rules and Regulations for appropriateness on a regular basis, not to exceed a biennial review. In order to maintain community standards outlined in the Bylaws and Protective Covenants, and as authorized by the Code of Virginia, the Board of Directors is authorized to take action against lot owners who are in violation of these Bylaws, and the provisions of the Protective Covenants.

6.2 Enforcement Policy

The Protective Covenants provides the Board with the authority to suspend the use of the facilities and services by a member who abuses or disregards such rules and regulations as contained in the Protective Covenants, or, as may be established and published by the Board as authorized by the Protective Covenants. This will be done where and when warranted.

A. The Board of Directors of the Association shall have the power to:

1. Suspend a lot owner's privilege to use facilities or services, including utility services, provided directly through the Association, for nonpayment of any assessments or Board imposed fines which are more than 60 days past due.

a. Suspensions do not preclude the suspended lot owner's right to access his/her lot via the Association roads.

b. Suspension shall not endanger the health, safety, or property of any lot owner, tenant, or lawful occupant.

2. Levy charges (fines) against the lot owner for any violation of the Protective Covenants, these Bylaws, or TSA's rules and regulations for which the lot owner, members of the lot owner's family, the lot owner's guests, the lot owner's tenants/renters, or other invitees of the lot owner are responsible.

Section 6.2 continued

B. Before any such charges or suspension of privileges may be imposed, the lot owner shall be provided an opportunity to present relevant/mitigating information to the Board. The lot owner shall have the opportunity (at the lot owner's expense) to be represented by counsel before the Board.

C. The Board shall negotiate a mutually acceptable hearing date, time, and place with the lot owner. The hearing information, a summary of the charges, and a listing of potential sanction(s) available to the Board shall be either hand-delivered, with a delivery receipt required, or mailed by registered/certified mail with return receipt requested, to the lot owner's address of record on file with the Association. The delivery of the information concerning this mutually agreed upon meeting shall occur at least 14 calendar days prior to the hearing.

D. The hearing result shall be hand-delivered with a delivery receipt required, or mailed by registered/certified mail with return receipt requested, to the lot owner's address of record with the Association within seven days of the hearing.

E. In the event of a violation, pursuant to the Protective Covenants, Article IX, Section 1.E.1, the Board shall give the lot owner a 30 days' notice as provided therein. In all other cases, any additional notice not specifically provided for by law may or may not be given. Such additional notice is provided solely at the discretion of the Board.

F. The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature, and shall be treated as an assessment against the member's lot for the purposes of the Code of Virginia 55.1-1833. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days.

G. The Board expressly reserves to itself and the Association the right and authority to take any action not prohibited by law to enforce:

1. The collection of payment for user fees, fines, assessments, and special assessments, and
2. The provisions of the Protective Covenants, the Bylaws, and TSA's rules and regulations.

Failure by the Association to enforce a Protective Covenant, Bylaw, or TSA's rules and regulations shall in no event be deemed an impediment to do so thereafter. Invalidation of any one of the provisions of this document shall in no way affect any others, which shall remain in full force and effect.

Section 6.3

6.3 Architectural Control

A. TSA Roads and Common Property

1. To help defray the cost of repairs to the Association's roads, a road fee may be established by the Board. If established, the road fee will be paid by all lot owners building or installing homes.
 - a. The road fee shall be paid ***PRIOR*** to the commencement of ground clearing. For previously cleared lots, the fee shall be paid ***PRIOR*** to the commencement of any construction related to the dwelling.
 - b. The road fee will be paid in cases in which lots are cleared for the purpose of lot resale, sale of timber, or for transfer of timber to persons clearing the lot.
 - c. Dwellings fronting State Routes 626 and 903 are exempted from this fee unless roads internal to Tanglewood Shores Golf and Country Club are used to access the lot for ground clearing and/or any construction relating to the dwelling.
2. Payment of a road fee is not required from lot owners on which a house or mobile home is already installed, if the Architectural Control Committee/Board determines the removal of such trees, brush, and/or debris is merely an effort to improve the existing home site.
3. If the lot owner replaces an existing mobile home or dwelling with a new mobile home or other approved dwelling, a road fee will be assessed.
4. Not all common property is recognized as being set aside for recreational use or other use by the members. Some property is so designated because of its inability to accept sewage disposal systems, its natural drainage capabilities, or other characteristics. With respect to those plots so designated, lot owners of lots adjacent to such plots may request permission to improve said plots, with the understanding that neither construction upon, alteration of natural drainage, nor elimination of established easements, will be approved.
5. Vehicles (cars, trucks, boats, trailers, motor homes, recreational vehicles, etc.) may not be parked on the Association's roads in such a way as to impede traffic or to cause an unsafe condition. The Association's right of ways and common property (other than temporary parking in parking lots) will not be used to park vehicles, trailers, construction equipment, boats, or other similar items.
6. Real estate, advertising, and other such signs are not to be placed on common properties, such as the shoulders of roads.

Section 6.3. continued

7. Lot owners may display political signs on their lots advocating for or against a candidate, referendum, or political organization with the following restrictions:
 - a. The signs are to be a maximum size of three feet by two feet.
 - b. The signs may not be displayed for more than 45 days prior to a primary election, a general election, or a vote on a proposition.
 - c. The signs must be removed within 14 days after a primary election, a general election, or a vote on a proposition.
 - d. The signs are not to be placed on common properties.
 - e. No more than one political sign can be displayed on a property during the 45 days prior to and 14 days after a primary election, a general election, or a vote on a proposition.

8. Driveway entrance pipes/culverts shall be installed to maintain positive flow of rainwater to drainage swells. Riprap shall be placed both ends pipe/culverts a minimum of three (3) feet to provide sediment control. Driveway entrance pipes/culverts and associated drainage swells shall not create issues for adjacent property owner. Lot owner shall maintain / clean pipe / culvert to insure proper drainage flow.

9. No Yurt structures are allowed

10. No small shed structures may be used to live in.

11. Lot owners shall maintain exterior homes by power washing mold/mildew to enhance beauty of Our community

B. TSA Privately Owned The Board has the authority to identify lot conditions which are not specifically enumerated, but which are not acceptable to the community. Lot owners immediately adjacent to or adjoining such lots may be asked for their input on the condition of these lots. By a majority vote, the Board may identify such lots and conditions, and may declare the lot owner to be in violation of lot maintenance standards.

1. The operation of a commercial business that detracts from the residential character of the community is prohibited.

2. Fences may be erected subject to the following limitations:

- a. Chain link or split-rail type fencing, no more than four feet in height, may be erected on all four property lines; and
- b. Privacy fencing may be erected ***only*** on property lines:
 - i. between dwellings in a length and height along the property as approved by the Architectural Control Committee; and
 - ii. shall be constructed of rustic appearing materials.

3. No fence or wall shall be erected or allowed to remain nearer than 25 feet to any property line along the area of play on the golf course. Lot owners are required to keep their lots in a condition that:

- a. Complements the appearance of the community, and
- b. Does not detract from their neighbor's enjoyment of their property.

4. Lot owners are required to keep their lots in a condition that:

- a. Complements the appearance of the community,

- b. Does not subtract from the neighbor's enjoyment of their property, and
- c. Does not detract from the property values of surrounding lots.

5. The following are prohibited on any Tanglewood Shores Golf and Country Club lot for a period in excess of 30 days:

C. *Section 6.3.B.5. continued*

- a. Appliances (such as a washer, dryer, refrigerator, stove, bathtub, toilet, or other similar items), and
- b. Items which present an unsightly condition in the neighborhood, such as parts and/or pieces of junk cars, other car parts, supplies, construction supplies and equipment, air conditioners, broken down lawn tractors, etc.

2. Unlicensed (i.e., non-tagged) or unregistered vehicles may not be kept for more than 90 cumulative days. TSA's rules and regulations require the vehicle's owner to display on the vehicle the current registration period, license plate/tag, and decals as assigned to it by the Department of Motor Vehicles of the State of registry.

- a. Unregistered vehicles stored in a fully enclosed garage or trailer are exempted from this TSA restriction.

- b. Temporarily removing or moving a vehicle to a different lot inside of Tanglewood Shores Golf and Country Club and subsequently returning the same cited vehicle(s) to the confines of the TSG&CC community does not resolve the initial lot violation nor initiate a subsequent 90 cumulative day period for completing the corrective action

3. Commercial Type Vehicles

- a. Semi-trailers (the back part of a tractor and trailer), shipping containers (8' x 8' x 20' or similar), 'PODS', or similar containers may not be kept on a lot for over 40 continuous days or for any cumulative period of time over 60 days in any 12-month period without prior Board approval.

- b. Large pieces of construction equipment or other outsized equipment items may not be kept for more than 30 continuous days or for over 60 days in any 12-month period. Examples would include bulldozers, cranes, belly scoops, well drilling rigs, backhoes, moving vans, wreckers, concrete mixers, and similar items.

4. The Board may, by majority vote, identify such lots and conditions and may declare the lot owner to be in violation of lot maintenance standards. Examples of unacceptable conditions include, but are not limited to:

- a. Piles of debris (discarded household items, building materials, etc.);
- b. Fallen or felled trees and branches; and
- c. Unattended (uncut) grass, overgrown bushes, etc. (this last provision does not apply to unimproved lots).

C. Remedies

1. Any lot owner that sees a property that may be considered to be in violation of these rules may request a review by contacting the chairperson of the Architectural Control Committee.

Section 6.3.C continued

2. Failure by the Association to enforce any Protective Covenant, restriction, or rule herein shall in no event be deemed a waiver to do so thereafter. Invalidation of any one of these Protective Covenants, restrictions, or rules by judgment or court order shall in no way affect any others which shall remain in full force and effect.

3. After exhausting the process described in this document (see Article 6, Section 2), the Board shall act in the best interest of the Association. Actions may extend to and include engaging the services of a third party to correct the condition. Such actions will be conducted at the lot owner's expense, and an appropriate assessment levied.

6.4. Vehicular Traffic

A. Except as otherwise specifically allowed herein, only properly registered automotive vehicles and motorcycles are allowed on Association roads. Operation of such vehicles shall be restricted to licensed operators. The maximum speed limit for all Association roads is 20 MPH and 5 MPH in designated parking areas.

B. Operation of any vehicle at a speed exceeding 20 MPH/5 MPH limits or in a reckless manner is subject to corrective action. Determinations of the actual infractions and resulting disciplinary actions are as previously described in Section 6.2 for other rules violations.

C. The County Sheriff and the State Police are authorized to enter TSG&CC properties for the purpose of enforcing laws.

D. Operators of mini-bikes, mopeds, bicycles, tricycles, scooters, and skateboards shall comply with all applicable Virginia and county laws and regulations. Motorized vehicles such as mopeds and mini-bikes are not to be used within the confines of the recreation area. Operators of powered mini-bikes and mopeds shall be licensed. None of the aforementioned vehicles may be operated on the golf course paths or other common properties except for TSA roadways. The operator and the lot owner sponsoring the operator assume all liability for accidents/incidents associated with the operation of such means of conveyance.

E. Golf Carts

1. May be driven on the Association roads provided the operator or owner of the golf cart is a member of Tanglewood Shores Association, Inc., **and the operator** is at least 16 years old, and possesses a valid government-issued driver's license.

2. A cart owner is responsible for the actions of anyone else using the owner's cart and accepts the consequences of unsafe and/or reckless operation, including, but are not limited to, fines and loss of privileges.

3. The lot owner and/or the golf cart owner are/is liable and responsible for all property damage and personal injury that may result from the operation of a golf cart on TSA

Section 6.4.E.3 continued

common property. This includes golf carts operated, with or without the lot owner's permission, by minors or unlicensed persons.

4. Golf carts operated on Association roads and common properties must display stickers indicating the section and lot number of the associated lot owner. The writing on said stickers must be clearly visible on the left or right body side or the windshield area of the golf cart. Letters and numbers shall be a minimum of three inches in both height and width. Stickers can be obtained in the Pro Shop.

5. Only golf carts properly registered with the Pro Shop are authorized to be driven on the golf course. To operate a golf cart on the golf course:

a. The golf cart driver must have a valid driver's license and be at least 16 years of age (TSA insurance carrier policy).

b. A members or a member's guest using a privately-owned golf cart must pay: 1) either the annual Personal Cart Usage fee; or 2) the equivalent of a single cart rental fee for each round of golf.

F. All-terrain Vehicles (ATVs) are prohibited on Association roads and all other TSA common properties. Utility Vehicle exceptions include:

1. Four-wheel and six-wheel vehicles licensed for street use by a recognized licensing authority;

2. Four-wheel and six-wheel vehicles designated by the manufacturer as "utility vehicles"; and

3. Vehicles approved for use by the TSA Community Manager.

G. Vehicles approved by the Community Manager shall be operated only on Association roads. Each utility vehicle shall bear identification as required in Section 4 above for golf carts. Under no circumstances will privately owned utility vehicles be operated on the golf course property without the specific permission of the Community Manager. Typically, permission is granted in instances where the lot owner is volunteering services supporting the maintenance of the TSA common property.

NOTE: For the reasons presented in Section 6.2 lot owners are encouraged to obtain approval PRIOR to purchasing ANY utility vehicle.

H. The registration number of all boats belonging to lot owners, Associate Members, tenants, invitees, or guests, shall be provided to the Community Manager. This is for the purpose of identification. Boat with registration numbers unknown to TSA management are subject to immediate removal from any TSA common properties including the recreation area parking lot, ramp, and dock facilities. Removal is at the lot owner's expense.

Section 6.4.1 continued

I. Unless otherwise provided in these Bylaws, or specifically approved in advance by the Association, all other vehicles are prohibited on Association roads or property.

6.5 TSA Common Properties

As noted in Article I Definitions of the Protective Covenants, “common properties” shall mean and refer to those areas of land within the Association property intended for the common use and enjoyment of the owners thereof without regard to title holder, including specifically the recreational areas, streets, golf course, community center, and all other common areas and facilities. The mailbox building, maintenance building, swimming pool, tennis courts, and memorial garden are included among the common areas and facilities.

According to its Articles of Incorporation, Tanglewood Shores Association, Inc. is a nonstock corporation and nonprofit organization whose purpose is to administer and maintain the community properties and facilities of Tanglewood Shores Golf and Country Club (TSG&CC) for the exclusive social and recreational benefit and pleasure of the members of the club, to implement and enforce the Protective Covenants, to collect and disburse the assessments and charges set forth in the Protective Covenants, and to cooperate with public officials in planning and facilitating zoning ordinances, rules, and regulations related to TSG&CC. Membership in the corporation is limited to those persons owning one or more lots or parcels of land in TSG&CC. The corporation was founded and is to be operated exclusively for the establishment, construction, renovation, and administration of the community properties and facilities of TSG&CC for the exclusive social and recreational benefit and pleasure of the members of the club, and all moneys coming into the corporation shall be used exclusively for the payment of any such existing facilities and for the construction, maintenance, and/or improvements of existing facilities or facilities hereinafter erected and for the enforcement of the terms and provisions set forth in the Protective Covenants.

Per the Protective Covenants, the Association desires to maintain the real property of TSG&CC as a residential community with streets, recreational areas, a golf course, community center, and other common facilities for the benefit of the lot owners. The governing body of the Association, called the Board of Directors, has the powers of operating, maintaining, and administering the common properties and facilities, enforcing the Protective Covenants, and collecting and disbursing the assessments and charges.

The TSA Board of Directors interprets the governing documents to mean: ***TSG&CC is a private, member-owned-and-supported, restricted-access community***. Access and use of any common property are restricted to Association Members and Associate Members (including their spouses, dependents, bona fide guests, and occasional visitors), TSA staff, and tradesmen providing goods and services to lot owners and non-owner residents at their request. Any other person is considered an “unauthorized person” and subject to prosecution as trespasser.

Section 6.5 continued

The Association is subject to specific sections of:

1. The Virginia Property Owners' Association Act,
2. The Federal Internal Revenue Service (IRS) and Virginia Tax Codes,
3. The Virginia Alcohol Control Board (ABC) Rules & Regulations, and
4. Other local governmental restrictions.

6.6 Rules & Regulations (General)

A. Unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted on TSA common properties is limited to:

1. Association Members, their spouses, and dependents;
2. Associate Members, their spouses, and dependents; and
3. Bona fide guests of Association/Associate Members.
 - a. Association/Associate Members must sign-in all guests.
 - b. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - c. Guests are guests, and under most circumstances, Association/Associate Members pay all fees, purchases, tickets, etc. attributable to their guests. (See TSA staff for exceptions.)

B. The discharge of firearms within the property limits of TSG&CC is prohibited. Violators will be subject to action by the Board.

C. Association Members and Associate Members, and their spouses, dependents, and guests, are responsible for ensuring that dogs:

1. Are properly registered when required by law; and
2. Have the required inoculations and wear a county license when required by law; and
3. Are under the control of the owner.
 - a. Roaming dogs and cats, licensed or unlicensed, are not considered under control of their owner and will be reported to the county animal warden.
 - b. Dogs and cats not under the owner's control may be removed from the property or otherwise disposed of by the county animal warden, if the animal is considered to pose a risk to others.

D. Pets dogs and cats shall not be permitted freedom of movement to the point of becoming a public nuisance or a threat to the safety of others.

E. No animals, other than dogs, cats, or other domestic household pets, shall be raised or kept on any lot. This includes livestock (sheep, goats, swine, etc.) or poultry of any kind. (Protective Covenants, Article X, Section 1.C).

Section 6.6. continued

F. Lot owners shall not maintain animals, livestock, or poultry of any kind for commercial purposes. (Protective Covenants, Article X, Section 1.C).

G. Lot owners maintaining animals on their property shall meet the requirement of the Commonwealth of Virginia for disease control and licensure. (Protective Covenants, Article X, Section 1.C).

H. Interpretation of the Protective Covenants, Article X, Section 1.C, concerning animals, is construed to mean that:

1. Neither horses nor horse-drawn vehicles will be permitted on the common property of the Association; and
2. Neither a single dog or multiple dogs shall be maintained in an outdoor kennel, shed, or other outbuilding if their routine behavior (i.e., barking) is detrimental to a peaceful community environment.

I. After providing a 48-hour notice (verbal, written, either or both), the Board has the power and authority to direct the removal (tow) of an owner's private property. This will be at the owner's expense and risk. This includes any vehicle, trailer, watercraft, utility vehicle, etc. improperly parked on TSA's roads, rights of way, parking lots, or other common property.

6.7 Common Interest Community (CIC) Complaint Process

A. The Commonwealth of Virginia requires all Common Interest Communities to establish a formal process by which their Members may register complaints related to violations of CIC laws or regulations. CIC laws include the Code of Virginia which impacts TSA.

1. Topics of such complaints might include: access to TSA's books and records, notice of meetings, open meetings requirements, and methods of communication.

2. A document describing this CIC complaint process can be obtained from TSA's business office or from TSA's website (www.tanglewoodgolfcommunity.org).

3. The form for submitting complaints relating to CIC laws or regulations can be obtained from TSA's business office or is available on TSA's website (www.tanglewoodgolfcommunity.org).

4. The Board will strive to provide a considered and reasoned response to a member's written complaint within 30 business days. If circumstances arise preventing an appropriate response within the desired 30-day window (e.g., the need to request and receive the counsel of an outside expert, workload, employee unavailability, etc.), the Board will inform the complainant of the need for additional time to accurately resolve the issue.

5. If the Board's response to a member's complaint is adverse (meaning it is opposite

Section 6.7.A.5 continued

to, or in denial of, the corrective action sought in the complaint), the member may file a Notice of Final Adverse Decision with Virginia's CIC Ombudsman within 30 days of the Board's adverse decision letter.

6. The master file of CIC complaints will be maintained in TSA's business office.

B. TSA has instituted a parallel complaint process to address any Association internal issue like a violation of its Articles of Incorporation, Protective Covenants, or Bylaws.

1. A document describing this TSA's complaint process can be obtained from TSA's office staff or from TSA's website (www.tanglewoodgolfcommunity.org).

2. The form for submitting internal complaints can be obtained from TSA's office staff or is available on TSA's website (www.tanglewoodgolfcommunity.org).

3. The Board will strive to provide a considered and reasoned response to a member's written complaint within 30 business days. If circumstances arise preventing an appropriate response within the desired 30-day window (e.g., the need to request and receive the counsel of an outside expert, work load, employee unavailability), the Board will inform the complainant of the additional time needed to accurately resolve the issue.

4. Unless proven to be in direct conflict with the Commonwealth of Virginia or local jurisdiction laws, rules, codes, or regulations, all TSA Board determinations relating to internal complaints are considered binding and final.

5. The master file of TSA complaints will be maintained in TSA's business office.

6.8 Applicable Laws Govern

Any of the permissions granted by these Bylaws also are subject to the provisions of governing Federal, State, or local laws. To the extent the provisions of applicable laws are stricter than these Bylaws, or prohibit any activities allowed hereby, then the provisions of said applicable laws apply, rather than these Bylaws. These Bylaws are not intended to permit activities prohibited by applicable laws.

ARTICLE 7: CONFLICT

In the event of any conflict between the Bylaws contained herein, or from time-to-time amended or adopted, and the Protective Covenants, the Protective Covenants shall prevail.

Dated this 17, 2024

The foregoing Bylaws were adopted by affirmative vote on the foregoing date of at least two-thirds of the Board of Directors in a meeting at which a quorum of said Directors was present. These Bylaws are effective immediately.

Melanie Tanner, President
Board of Directors
Tanglewood Shores Association, Inc. (TSA)