

ASSOCIATION DISCLOSURE PACKET NOTICE

Note to prospective purchasers: The lot you are considering purchasing is in a development which is subject to the provisions of the Virginia Property Owners' Association Act. Living in a community association carries with it certain rights, responsibilities and benefits.

Some of the benefits include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. In order to finance the operation of the community, each owner is responsible for and obligated to pay regular assessments, and if necessary, special assessments to ensure that the financial requirements are met. Failure to pay any of these assessments may result in a lien being placed on your property.

The use of common areas, financial obligations of lot owners' and other information concerning the rights, responsibilities and benefits resulting from the purchase of a lot in this common interest community are subject to the provisions of governing documents that typically include a declaration, bylaws, articles of incorporation and rules and regulations. These documents play an important role in association living and should be reviewed carefully prior to your purchase.

Some decisions of your association will be made by the board of directors, while others will be made by a vote of all association members, made up of the other lot owners in your development. You will be bound by all decisions of the association and the board of directors. The documents cited above contain information concerning the selection of members of the board of directors, meetings, voting requirements, and other important information you should become familiar with. **REMEMBER:** Failure to comply with the governing documents of your association can result in legal action being taken against you.

You may wish to become active in your association, either by running for the board of directors or by serving on a committee. Your involvement is important, as you will be bound by all decisions of the association and the board of directors.

The name of your association is:

Tanglewood Shores Association, Inc.

Lot number and address:

Lot F34-35, Fairway Court, Bracey, VA 23919

Assessments and/or Mandatory Fees you are responsible for:

Assessments: \$125.00 per Lot, per Year, Due May 1st, Yearly

Special assessments: \$525.00 per Lot, Per Year, Due May 1st, Yearly

Other entity or facility:

Other fees: Schedule of User Fees included in Disclosure Package

Failure to pay any of the above Assessments and/or mandatory Fees may result in nonjudicial foreclosure on your property or the following:

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKET PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY. A LIST OF THOSE DOCUMENTS YOU ARE ENTITLED TO RECEIVE IN ACCORDANCE WITH THE PROPERTY OWNERS' ASSOCIATION ACT IS PRINTED ON THE BACK OF THIS NOTICE.

Recipient Name (print):

Recipient signature:

Date:

The following is a list of documents you are entitled to receive in accordance with the Property Owners' Association Act.

- ◆ the name of your association, and if incorporated, the state of incorporation and the name and address of the registered agent;
- ◆ a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year;
- ◆ a statement of all assessments and other mandatory fees currently imposed by the association;
- ◆ a statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- ◆ the current reserve study report (or a summary thereof), a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board for a specified project;
- ◆ a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available, including a statement of the balance due of any outstanding loans of the association;
- ◆ a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased;
- ◆ a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ◆ a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice;
- ◆ a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- ◆ a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ◆ a copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ◆ a copy of notice given to the lot owner by the association of any current or pending rule or architectural violation;
- ◆ a copy of the fully completed one-page cover sheet developed by the Real Estate Board pursuant to § 54.1-2105.1; and
- ◆ certification; if applicable, that the association has filed with the Real Estate Board the annual report required by §55-516.1 of the Code of Virginia; which certification shall indicate the filing number assigned by the Real Estate Board and the expiration date of such filing.

Additional information:

Registered Agent: Cheryl Russell, 74 Tanglewood Drive, Bracey, VA 23919

Commonwealth of Virginia Common Interest Community Board Registration #0550006195

Lots located in Sections A, L, N and U may be responsible to a 3rd party for water (Aqua Water). List of said lots will be provided upon request.

Tanglewood Shores Association, Inc.

74 Tanglewood Drive, Bracey, Virginia 23919

Office: 434-636-2254 • Fax: 434-636-4262

Dear New Property Owner,

Welcome to Tanglewood Shores! This Welcome Letter and Disclosure Information are meant to provide you with an overview of our Regulations and Bylaws governing our Association, as well as some of the amenities we have to offer our Members and their families.

We are delighted that you and your family will be joining our Community and hope you will begin to immediately enjoy our amenities, including the following:

- Large Recreation Area on the "Lake" that has several boat docks, a launching area, playground, picnic tables with grills, large covered pavilion, volleyball and basketball courts and a swimming area with a diving deck.
- Nine-Hole Championship Private Golf Course, which easily ranks as one of the best tests of golf for a 9-hole course in Virginia. You can play year-round and from 6 sets of tees all "rated for play" for both Men and Women. The courses range in length from 4,884 yards to 6,594 yards; the Course/Slope Ratings for men range from 64.2/110 to 72.2/125. Cart rental is available. We are excited about the fact that we are the only Golf Community on the lake!
- Fishing on the Lake continues to be of significant interest to many a great angler! The Holly Grove Marina, right down the road, has the largest selection of fishing tackle, supplies and bait, etc., in the immediate area.
- Hunting is another sport that many of our Members enjoy (outside of the Community). Major game species include White Tail Deer, Ducks, Geese, Rabbits and Turkey.
- Over 10 miles of paved roads will take you to two tennis courts, an additional playground, scenic views of Poplar Creek, which feeds into Lake Gaston, and many glimpses of the golf course.

Tanglewood also has several Committees with dedicated Committee Members devoting their personal time and attention to the many activities within our Community. These Committee Members meet to discuss actions needed to maintain and enhance our Community. Committees include: Architectural Control/Roads, Beautification, Building, Bylaws, Golf/Handicap, Greens, Membership, Neighborhood Watch & Security, Nominating, Safety, Social and Technical. We are always looking for Members to volunteer on one or more Committees and share their experiences and strengths. This is also a great way to meet your neighbors and make new friends.

Tanglewood Shores Association requires all Property Owners to be responsible for Annual Maintenance Assessments and User Fees (see attached) as described in the Protective Covenants and Bylaws of the Association.

Tanglewood Shores Association also requires payment of a \$950 Road Fee by property owners building homes, installing mobile homes, or when lots are cleared for the purpose of resale or the transfer of timber to personnel clearing the property. A second Road Fee will be assessed if an existing home or a mobile home is to be replaced with a new home or another mobile home by the original owner or a new owner. Such fees are to be paid prior to the beginning of any clearing or construction of a new home or placement of a mobile home. In the event Road Fees are not paid prior to beginning of the operations defined herein, the Road Fee increases to \$1,000.

Tanglewood Shores Association, Inc.

Welcome Letter

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An additional Road Fee may be assessed by the Board of Directors when a property owner engages a contractor to perform work which requires truck-loads of materials to be transported on the Association's road network and was not part of the construction of a new home or placement of a mobile home. An example of this additional fee would be the hauling and placement of riprap to protect the shoreline.

Property owners who choose to rent their property must inform the tenants of applicable User Fees as they apply to our amenities. Property Owners are required to register their tenants with the TSA Office. Such fees are deemed to be Associate Member Fees (see attached).

Tanglewood Shores Association does not warrant that the Lot meets the Mecklenburg County or the Brunswick County Health Department's requirements for septic tanks.

As a property owner, you are responsible for meeting all requirements of the County based on the type of structure you desire to be placed on your Lot.

Again, welcome to Tanglewood Shores, and we look forward to having you as a Member of our Community!

Please do not hesitate to contact me for assistance or questions of any kind.

Sincerely,

TANGLEWOOD SHORES ASSOCIATION, INC.

Linda Adamos

President, Board of Directors

Tanglewood Shores Association, Inc.

Tanglewood Shores Golf & Country Club
74 Tanglewood Drive, Bracey, VA 23919 (434) 636-2254

Lot Owner 2023 Annual Assessments and Schedule of

Fees

Full Name _____ Lot# _____

All Lot Owner Annual Assessments and Fees are due May 1, 2023, and cover the period thru April 30, 2024

Annual Assessment (required): **due May 1, 2023** \$ 125.00 per Lot

- A late fee of \$15 plus interest at 18% per year begin to accrue on June 1, 2023.

Special Assessment (required): **due May 1, 2023**..... \$ 525.00 per Lot

- A late fee of \$15 plus interest at 18% per year begins to accrue on June 1, 2023.

\$ 650.00 Total per Lot

Payment of annual assessments entitles lot owner to Community Center access including indoor aerobics, pool aerobics, and use of Association amenities through payment of daily fees.

Additional TSA Annual Memberships and Fees

Golf Memberships (Green Fees; Cart Rentals are not included)

Family Golf Membership -----\$725.00 _____

Single Golf Membership-----\$570.00 _____

Weekend Golf Membership-----\$335.00 _____
(Good only April 1 through September 30 on Saturdays, Sundays and holidays)

Other Golf Fees

Annual Personal Cart Usage (PCU) Fee for One Cart-----\$225.00 _____

- Annual PCU for Additional Carts (Each)-----\$110.00 _____

Annual Tanglewood Cart Usage (TCU) Fee-----\$555.00 _____

Annual Personal Golf Cart Storage Fee:

- Per gas-powered Cart and includes PCU Fee-----\$390.00 _____

- Per electric-powered Cart and includes PCU Fee-----\$425.00 _____

Swimming Pool Memberships

Family Pool Membership-----\$235.00 _____

Single Pool Membership-----\$150.00 _____

Recreation Area Memberships

Recreation Area Membership - 2 Passes issued per Lot (Replacement passes \$25.00 each)--\$90.00 _____

Other Fees

Road Fee - paid prior to clearing lot (ARC application required)-----\$1250.00 _____

Total of Assessments and Annual Fees paid: Date _____ \$ _____

NOTES:

1. Forms of payment accepted are check, cash, money order, Visa/MasterCard/Discover card (a 3% convenience fee will be assessed when using a credit/debit card for payment of assessments and/or fees).
2. All Fees paid are non-refundable, non-transferable, and not subject to proration.
3. "Family" is defined as husband, wife and children living at home as dependents.
4. Fees subject to change at the discretion of the Board of Directors.

Tanglewood Shores Association, Inc.

Tanglewood Shores Golf & Country Club
74 Tanglewood Drive, Bracey, VA 23919 (434) 636-2254

Daily Fees

2023

Golf:

	<u>Green Fee</u>	<u>Cart Rental</u>	<u>Total</u>
9 holes-----	\$18.00-----	\$7.00-----	\$25.00
		<i>(\$6.65 + \$0.35 tax)</i>	
18 holes -----	\$25.00-----	\$10.00-----	\$35.00
		<i>(\$9.50 + \$0.50 tax)</i>	

Swimming Pool:

\$7.00 per Person per day

\$42.00 – Pass for 7 visits

Recreation Area:

\$10.00 per vehicle per day

These daily fees are for:

- Lot Owners not paying Membership Fees
- Associate Members not paying Membership Fees
- Guests of Lot Owners or Associate Members

Tanglewood Shores Association, Inc

Balance Sheet

As of December 31, 2022

01/17/23

Accrual Basis

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash on Hand-Pro Shop	600.00
1010 · MC/Visa Clearing Account	532.00
10950 · Cash in Drawer	16.75
1101 · Touchstone Bank Accounts	
1101.2 · New Touchstone Bank Acct 03/22	84,040.19
Total 1101 · Touchstone Bank Accounts	84,040.19
1102 · Touchstone Bank Savings	
1102.0 · Unres Reserve Current yr	66,361.94
1102.01 · Unres Reserve Future yr	100,837.00
1102.2 · Restricted Comm Center Reserve	98,425.85
1102.3 · Restricted Golf Reserve	73,206.73
1102.6 · Restricted Pool Reserve	24,691.00
1102.7 · Restricted Rec Area Reserve	29,917.35
1102.8 · Restricted Road Reserve	64,630.00
1102.9 · Foy Check Escrow	1,200.00
1102 · Touchstone Bank Savings - Other	69.46
Total 1102 · Touchstone Bank Savings	459,339.33
Total Checking/Savings	544,528.27
Accounts Receivable	
1200 · Accounts Receivable	97,205.60
Total Accounts Receivable	97,205.60
Other Current Assets	
1251 · Allowance for Bad Debt	2,880.10
1300 · Pro Shop Inventory	2,242.30
Total Other Current Assets	5,122.40
Total Current Assets	646,856.27
Fixed Assets	
1400 · Furniture, Fixtures and HVAC	11,710.30
1406 · Golf Carts	71,052.97
1410 · Office Equipment	8,761.81
1420 · Maintenance Building	8,403.50
1450 · Machinery and Equipment	97,273.76
1460 · Land	77,581.99
1470 · Building	592,600.25
1505 · Tennis Courts - Capital Invest	20,979.81
1510 · Golf-Capital Investment	16,359.00
1520 · Pool-Capital Investment	93,459.36
1530 · Road-Capital Investment	60,929.99
1535 · Front Entrance -	13,946.95
1540 · Beach-Capital Investment	1,381.49
1560 · Course Improvements	412,868.57
1600 · Accumulated Depreciation	-876,535.36
Total Fixed Assets	610,774.39
TOTAL ASSETS	1,257,630.66
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2002 · Touchstone Credit Card	3,780.46
Total Credit Cards	3,780.46
Other Current Liabilities	
Payroll Liabilities	1,297.47
2003 · Foy Check Escrow	1,200.00
2100 · Federal Withholding Tax Payabl	505.00

Tanglewood Shores Association, Inc

01/17/23

Balance Sheet

Accrual Basis

As of December 31, 2022

	Dec 31, 22
2110 · FICA W/H Payable	2,119.54
2120 · Medicare W/H Payable	495.71
2130 · State Tax W/H Payable	-28.00
2140 · FUTA	69.14
2150 · SUTA	36.04
25200 · Gift Certificates Outstanding	30.00
25300 · Gift Cards Outstanding	-60.00
25500 · *Sales Tax Payable	45.62
2609 · Miscellaneous Employee Liens	-3.15
Total Other Current Liabilities	5,707.37
Total Current Liabilities	9,487.83
Long Term Liabilities	
2598 · Wells Fargo Ventrac Lease IMPG1	28,830.20
2599 · Wells Fargo Progressive IMPG4	11,167.00
2601 · John Deere Gator Lease	13,812.60
2611 · Benchmark Community Bank Equipt	5,129.23
2612 · Touchstone Golf Cart Loa Equipt	22,687.13
2750 · Golf Fund	
2750.01 · Friday Night Golf	100.00
Total 2750 · Golf Fund	100.00
2880 · Function Deposit HA	
2880.01 · Hall Deposit	-100.00
Total 2880 · Function Deposit HA	-100.00
Total Long Term Liabilities	81,626.16
Total Liabilities	91,113.99
Equity	
3000 · Members Equity	861,142.79
32000 · Retained Earnings	52,632.31
3400 · Current Year's Earnings	-39,260.49
7000 · Restricted Reserve Fund	290,870.93
Net Income	1,131.13
Total Equity	1,166,516.67
TOTAL LIABILITIES & EQUITY	1,257,630.66

Tanglewood Shores Association, Inc

Profit & Loss Budget Overview

January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
CC0 - CC	
C400 - CC Share of AMA (\$125)	36,900.00
C402.2 - C402.2 Fines	0.00
C402016 - 2016 OSA	0.00
C402017 - 2017 OSA	0.00
C402018 - 2018 OSA	0.00
C402020 - 2020 OSA (\$370)	0.00
C402021 - 2021 OSA (\$395)	0.00
C402022 - 2022 OSA (\$482)	203,230.00
C403 - C403 Mail Box Rent	560.00
C404 - C404 Associate Membership \$250	14,750.00
C405 - C405 Rental of Clubhouse	1,100.00
C406 - C406 Disclosure Pkgs	1,100.00
C407 - C407 Bank Interest	400.00
C408 - C408 Interest on Assessments	1,485.00
C408.1 - C408.1 Late Fees	300.00
C409 - C409 Miscellaneous	560.00
C409a - Attorney Fees recovered	815.00
C410 - C410 Member Purchases	
C410.1 - Member Food & Beverage	8,900.00
C410.2 - Member Beer & Wine	4,450.00
C410.3 - Member Merchandise	3,350.00
C410 - C410 Member Purchases - Other	0.00
Total C410 - C410 Member Purchases	16,700.00
C415 - Previous Year Carry-Over Funds	47,826.00
C450 - C450 Social Committee	3,800.00
Total CC0 - CC	329,526.00
GOLF - Golf	
G399 - Golf OSA Share	93,950.00
G400 - Golf Share of AMA (\$125)	1,800.00
G400.1 - Golf Memberships	
G400.1A - Associate Golf Membership	19,900.00
G400.1P - Owner Golf Membership	26,250.00
Total G400.1 - Golf Memberships	46,150.00
G400.2 - Personal Cart Use	13,300.00
G400.3 - Cart Shed Rent	3,750.00
G400C - Member Cart Rent	
G400C09 - Member Cart Rent 9	0.00
G400C18 - Member Cart Rent 18	0.00
G400C - Member Cart Rent - Other	9,200.00
Total G400C - Member Cart Rent	9,200.00
G400G - Guest Green Fee	
G400G09 - Guest 9 Hole Green Fee	21,750.00
G400G18 - Guest 18 Hole Green Fee	16,100.00
Total G400G - Guest Green Fee	37,850.00
G400R - Guest Cart Rental	
G400R09 - Guest 9 Hole Cart Rental	13,750.00
G400R18 - Guest 18 Hole Cart Rental	12,600.00
Total G400R - Guest Cart Rental	26,350.00
G401 - Golf Events	
G401.1 - Member Drive	0.00
G401.2 - Member/Member	0.00
G401.3 - Kathy Hannah Tournament	0.00
G401 - Golf Events - Other	10,800.00
Total G401 - Golf Events	10,800.00
G404 - Owner Green Fee	

Tanglewood Shores Association, Inc
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
G404.09 · Greens Fees Owners 9 hole	0.00
G404.18 · Green Fee Owners 18 holes	0.00
G404 · Owner Green Fee - Other	11,800.00
Total G404 · Owner Green Fee	11,800.00
G425 · Golf Handicap Fee	550.00
Total GOLF · Golf	255,500.00
POOL · POOL	
P399 · Pool Share OSA	4,450.00
P400 · Pool Share AMA (\$125)	3,600.00
P401 · P401 Pool Memberships	10,400.00
P402 · P402 Pool Daily Fees	1,750.00
P403 · P403 Pool Rent	0.00
P404 · P404 Guest Pool Fee	4,000.00
Total POOL · POOL	24,200.00
RA · RecArea	
RA399 · Rec Area Share OSA	5,300.00
RA400 · Rec Area Share AMA \$125	10,800.00
RA401 · Rec Area Memberships	21,650.00
RA402 · Rec Area Daily Fees	0.00
RA403 · Rec Area Guest Fee	250.00
Total RA · RecArea	38,000.00
ROAD · ROAD	
RO400 · Road Share of AMA \$125	36,900.00
RO401 · Road Fees	950.00
RO420 · Road Share OSA	41,200.00
RO4999 · Road Reserve Fund Revenues	37,450.00
Total ROAD · ROAD	116,500.00
Total Income	763,726.00
Gross Profit	763,726.00
Expense	
1. Tax · 1.Tax & License	
TC51 · CC Tax & License	6,200.00
Total 1. Tax · 1.Tax & License	6,200.00
2. Ut · 2. Utilities	
UC511 · CC Telephone	3,200.00
UC512 · CC Electricity	10,200.00
UG51 · Golf - Telephone	1,300.00
UG52 · Golf - Electricity	10,600.00
UG53 · CC Propane	3,000.00
UP51 · Pool- Electricity	1,600.00
URA51 · Rec Area - Electricity	2,400.00
2. Ut · 2. Utilities - Other	0.00
Total 2. Ut · 2. Utilities	32,300.00
3. Ins · 3. Insurance	
IC60 · CC - Insurance	21,400.00
Total 3. Ins · 3. Insurance	21,400.00
4. Pay · 4. Payroll	
LC50 · CC - Payroll	89,000.00
LC51 · CC- Payroll Taxes	8,900.00
LG50 · Golf - Payroll	95,500.00
LG51 · Golf - Payroll Taxes	9,600.00
LP50 · Pool - Payroll	5,500.00
LP51 · Pool - Payroll Taxes	600.00
LRA50 · RecArea - Payroll	13,800.00
LRAP51 · RecArea - Payroll Taxes	1,400.00

Tanglewood Shores Association, Inc

Profit & Loss Budget Overview

January through December 2022

	Jan - Dec 22
LRO50 · Road - Payroll	23,600.00
LRO51 · Road - Payroll Taxes	2,400.00
Total 4. Pay · 4. Payroll	250,300.00
5. OP · 5. Operations	
C510 · CC-Member Food & Bev Paid Out	6,800.00
C511 · CC Member Beer & Wine Paid Out	3,100.00
C512 · CC-Member Merchandise Paid Out	3,000.00
OC610 · CC-Accounting	10,300.00
OC611 · CC-Advertising/Marketing	2,500.00
OC612 · CC-Legal Fees	13,626.00
OC614 · CC-CC & Bank Charges	
OC614.0 · CC FEE COLLECTED	0.00
OC614.1 · Direct Deposit Cost	0.00
OC614 · CC-CC & Bank Charges - Other	4,600.00
Total OC614 · CC-CC & Bank Charges	4,600.00
OC615 · CC-Postage & Delivery	1,900.00
OC616 · CC-Board Election Materials	1,000.00
OC617 · CC-Office Equipment	1,400.00
OC618 · CC-Office Supplies	1,400.00
OC618.1 · CC - Information Tech	10,000.00
OC620 · CC-Clubhouse Supplies	2,300.00
OCS · CC-Social Functions	
OC636 · CC-Yard Sale	0.00
OCS · CC-Social Functions - Other	3,500.00
Total OCS · CC-Social Functions	3,500.00
OG6 · Golf- Special Events	
OG631 · Golf-Member/Member	0.00
OG635 · Golf-County Cup	0.00
OG639 · Member Drive	0.00
OG6 · Golf- Special Events - Other	10,000.00
Total OG6 · Golf- Special Events	10,000.00
OG641 · Golf-Uniforms	1,000.00
OG643 · Golf-Dues & Subscriptions	600.00
OG644 · Golf-Gas & Oil	15,200.00
OG646 · Golf - Supplies	2,000.00
OG648 · Golf- Golf Handicap Fees	500.00
OPO6 · Pool-Expenses	6,300.00
ORA54 · RecArea-Expenses	
ORA541 · RecArea-Equipment	0.00
ORA542 · RecArea-Maintenance	3,900.00
ORA543 · RecArea-Supplies	4,500.00
Total ORA54 · RecArea-Expenses	8,400.00
5. OP · 5. Operations - Other	0.00
Total 5. OP · 5. Operations	109,426.00
6.MAINT · 6. Maintenance	
MG50 · Maint-Golf Cart Maint&Supplies	4,000.00
MG51 · Maint-Golf Cart Shed	1,000.00
MG52 · Maint-Golf Course Supplies	1,900.00
MG53 · Maint- Golf Equip Maint	12,600.00
MG55 · Maint-Golf Small Tools	500.00
MG56 · Maint-Golf Fertilizer/Chem	24,300.00
MG57 · Maint-Golf Seed/Sand/Soil	3,500.00
MG58 · Maint.-Golf-Irrigation	5,000.00
MO50 · Maint-Clubhouse Maintenance	3,600.00
MO51 · Maint-NonClubhouse Maint	2,600.00
MO52 · Maint-Bldg Repair	500.00
MO55 · Maint-Property Beautification	500.00
MRO5 · Maint-Road Paving	
MRO5a · Maint Road Repair Lanco	34,000.00

Tanglewood Shores Association, Inc
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
MRO5 · Maint-Road Paving - Other	52,500.00
Total MRO5 · Maint-Road Paving	86,500.00
MRO50 · Maint-Road Repair/Maint	21,100.00
MRO51 · Maint-Road Snow Removal	2,100.00
Total 6.MAINT · 6. Maintenance	169,700.00
7. RES · 7. Reserve	
RCC100 · Reserve-Clubhouse	43,300.00
RG100 · Reserve-Golf	23,300.00
RPO · Reserve - Pool	10,200.00
RRA10 · Reserve-RecArea	12,000.00
RRO10 · Reserve - Roads	15,300.00
Total 7. RES · 7. Reserve	104,100.00
8 IMP · 8. Improvements	
IMPC8 · Defibrillator	200.00
IMPCC2 · Improvements - HVAC	0.00
IMPG1g · Imp. G Ventrac Mower Golf	4,900.00
IMPG1r · Imp - G Ventrac Mower Road	7,000.00
IMPG3 · IMP - Golf Cart	11,600.00
IMPG4 · IMP- Proflex Mower	4,600.00
IMPG6 · IMP Golf Leases Payments	12,000.00
IMPG7 · Maint Facility Replacement	30,000.00
IMPG8 · John Deere Gator/Sprayer	0.00
Total 8 IMP · 8. Improvements	70,300.00
Total Expense	763,726.00
Net Ordinary Income	0.00
Other Income/Expense	
Other Income	
Trans fr 1102 Res CC HVAC	0.00
Total Other Income	0.00
Other Expense	
8000 · Depreciation	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	0.00

Tanglewood Shores Association, Inc
Profit & Loss YTD Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 22
Ordinary Income/Expense		
Income		
414006 · Assoc Rev - 2016 OSA 41	0.00	0.00
414007 · Assoc Rev - 2017 OSA 41	0.00	0.00
414008 · Assoc. Rev-2018 OSA 41	0.00	0.00
414010 · Road Fees 10 & 41	0.00	0.00
414085 · Assoc. Rev-Int on Assess 41	0.00	0.00
46000 · Merchandise Sales	0.00	0.00
CC0 · CC		
C400 · CC Share of AMA (\$125)	35,333.90	35,333.90
C402.2 · C402.2 Fines	550.00	550.00
C402016 · 2016 OSA	240.00	240.00
C402017 · 2017 OSA	298.28	298.28
C402018 · 2018 OSA	720.00	720.00
C402020 · 2020 OSA (\$370)	2,901.18	2,901.18
C402021 · 2021 OSA (\$395)	4,390.79	4,390.79
C402022 · 2022 OSA (\$482)	230,756.22	230,756.22
C403 · C403 Mail Box Rent	2,000.00	2,000.00
C404 · C404 Associate Membership \$250	10,750.00	10,750.00
C405 · C405 Rental of Clubhouse	2,100.00	2,100.00
C406 · C406 Disclosure Pkgs	4,100.00	4,100.00
C407 · C407 Bank Interest	949.09	949.09
C408 · C408 Interest on Assessments	1,511.58	1,511.58
C408.1 · C408.1 Late Fees	300.00	300.00
C409 · C409 Miscellaneous	2,569.50	2,569.50
C409a · Attorney Fees recovered	814.80	814.80
C410 · C410 Member Purchases		
C410.1 · Member Food & Beverage	7,748.79	7,748.79
C410.2 · Member Beer & Wine	3,261.38	3,261.38
C410.3 · Member Merchandise	4,951.27	4,951.27
C410 · C410 Member Purchases - Other	66.15	66.15
Total C410 · C410 Member Purchases	16,027.59	16,027.59
C450 · C450 Social Committee	-36.98	-36.98
Total CC0 · CC	316,275.95	316,275.95
GOLF · Golf		
G399 · Golf OSA Share	88,356.09	88,356.09
G400 · Golf Share of AMA (\$125)	1,821.34	1,821.34
G400.1 · Golf Memberships		
G400.1A · Associate Golf Membership	10,870.00	10,870.00
G400.1P · Owner Golf Membership	22,995.00	22,995.00
Total G400.1 · Golf Memberships	33,865.00	33,865.00
G400.2 · Personal Cart Use	7,530.00	7,530.00
G400.3 · Cart Shed Rent	2,870.00	2,870.00
G400C · Member Cart Rent		
G400C09 · Member Cart Rent 9	2,853.85	2,853.85
G400C18 · Member Cart Rent 18	4,329.92	4,329.92
Total G400C · Member Cart Rent	7,183.77	7,183.77
G400G · Guest Green Fee		
G400G09 · Guest 9 Hole Green Fee	17,172.99	17,172.99
G400G18 · Guest 18 Hole Green Fee	5,000.01	5,000.01
Total G400G · Guest Green Fee	22,173.00	22,173.00
G400R · Guest Cart Rental		
G400R09 · Guest 9 Hole Cart Rental	10,592.08	10,592.08
G400R18 · Guest 18 Hole Cart Rental	3,245.51	3,245.51
G400R · Guest Cart Rental - Other	0.00	0.00
Total G400R · Guest Cart Rental	13,837.59	13,837.59
G401 · Golf Events		
G401.1 · Member Drive	1,008.00	1,008.00

Tanglewood Shores Association, Inc Profit & Loss YTD Comparison January through December 2022

	Jan - Dec 22	Jan - Dec 22
G401.2 · Member/Member	285.00	285.00
G401.3 · Kathy Hannah Tournament	1,384.00	1,384.00
G401.4 · Woodlief Club Champ	412.41	412.41
G401.45 · Member Guest	5,178.91	5,178.91
G401.7 · Turkey Scramble	59.50	59.50
Total G401 · Golf Events	8,327.82	8,327.82
G402 · Friday Night Golf	786.35	786.35
G403 · Golf Sponsorships	-210.00	-210.00
G404 · Owner Green Fee		
G404.09 · Greens Fees Owners 9 hole	3,935.04	3,935.04
G404.18 · Green Fee Owners 18 holes	5,990.01	5,990.01
Total G404 · Owner Green Fee	9,925.05	9,925.05
G425 · Golf Handicap Fee	60.00	60.00
Total GOLF · Golf	196,526.01	196,526.01
POOL · POOL		
P399 · Pool Share OSA	666.65	666.65
P400 · Pool Share AMA (\$125)	3,642.64	3,642.64
P401 · P401 Pool Memberships	8,904.00	8,904.00
P402 · P402 Pool Daily Fees	4,930.00	4,930.00
P403 · P403 Pool Rent	75.00	75.00
Total POOL · POOL	18,218.29	18,218.29
RA · RecArea		
RA400 · Rec Area Share AMA \$125	10,928.07	10,928.07
RA401 · Rec Area Memberships	19,765.00	19,765.00
RA402 · Rec Area Daily Fees	1,529.88	1,529.88
Total RA · RecArea	32,222.95	32,222.95
ROAD · ROAD		
RO400 · Road Share of AMA \$125	41,382.39	41,382.39
RO401 · Road Fees	10,450.00	10,450.00
RO420 · Road Share OSA	21,554.58	21,554.58
Total ROAD · ROAD	73,386.97	73,386.97
Total Income	636,630.17	636,630.17
Gross Profit	636,630.17	636,630.17
Expense		
1. Tax · 1.Tax & License		
TC51 · CC Tax & License	7,898.50	7,898.50
Total 1. Tax · 1.Tax & License	7,898.50	7,898.50
2. Ut · 2. Utilities		
UC511 · CC Telephone	3,065.14	3,065.14
UC512 · CC Electricity	8,648.19	8,648.19
UG51 · Golf - Telephone	1,295.87	1,295.87
UG52 · Golf - Electricity	2,386.85	2,386.85
UG53 · CC Propane	855.53	855.53
UP51 · Pool- Electricity	1,170.84	1,170.84
URA51 · Rec Area - Electricity	1,764.79	1,764.79
Total 2. Ut · 2. Utilities	19,187.21	19,187.21
3. Ins · 3. Insurance		
IC60 · CC - Insurance	19,331.25	19,331.25
Total 3. Ins · 3. Insurance	19,331.25	19,331.25
4. Pay · 4. Payroll		
LC50 · CC - Payroll	90,653.88	90,653.88
LC51 · CC- Payroll Taxes	5,161.19	5,161.19
LG50 · Golf - Payroll	90,505.02	90,505.02
LG51 · Golf - Payroll Taxes	9,447.54	9,447.54

Tanglewood Shores Association, Inc
Profit & Loss YTD Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 22
LP50 · Pool - Payroll	121.79	121.79
LP51 · Pool - Payroll Taxes	12.79	12.79
LRA50 · RecArea - Payroll	5,376.70	5,376.70
LRAP51 · RecArea - Payroll Taxes	548.60	548.60
LRO50 · Road - Payroll	1,015.23	1,015.23
LRO51 · Road - Payroll Taxes	97.72	97.72
Total 4. Pay · 4. Payroll	202,940.46	202,940.46
5. OP · 5. Operations		
C510 · CC-Member Food & Bev Paid Out	5,667.64	5,667.64
C511 · CC Member Beer & Wine Paid Out	2,736.09	2,736.09
C512 · CC-Member Merchandise Paid Out	4,624.61	4,624.61
OC610 · CC-Accounting	8,091.99	8,091.99
OC611 · CC-Advertising/Marketing	3,096.78	3,096.78
OC612 · CC-Legal Fees	12,269.89	12,269.89
OC614 · CC-CC & Bank Charges		
OC614.0 · CC FEE COLLECTED	58.74	58.74
OC614.1 · Direct Deposit Cost	362.85	362.85
OC614 · CC-CC & Bank Charges - Other	4,512.12	4,512.12
Total OC614 · CC-CC & Bank Charges	4,933.71	4,933.71
OC615 · CC-Postage & Delivery	1,615.91	1,615.91
OC616 · CC-Board Election Materials	1,347.87	1,347.87
OC617 · CC-Office Equipment	801.00	801.00
OC618 · CC-Office Supplies	2,040.71	2,040.71
OC618.1 · CC - Information Tech	5,411.05	5,411.05
OC620 · CC-Clubhouse Supplies	2,521.47	2,521.47
OCS · CC-Social Functions		
OC636 · CC-Yard Sale	63.71	63.71
OCS · CC-Social Functions - Other	893.68	893.68
Total OCS · CC-Social Functions	957.39	957.39
OG6 · Golf- Special Events		
OG631 · Golf-Member/Member	287.40	287.40
OG632 · Golf-Kathy Hannah Tourney	1,364.00	1,364.00
OG633 · Golf- Don Woodlief Club Champ	17.33	17.33
OG634 · Golf-Member/Guest	2,794.87	2,794.87
OG635 · Golf-County Cup	140.00	140.00
OG637 · Golf-Turkey Scramble	36.86	36.86
OG639 · Member Drive	751.87	751.87
Total OG6 · Golf- Special Events	5,392.33	5,392.33
OG641 · Golf-Uniforms	587.63	587.63
OG643 · Golf-Dues & Subscriptions	630.00	630.00
OG644 · Golf-Gas & Oil	11,508.90	11,508.90
OG646 · Golf - Supplies	2,427.90	2,427.90
OG648 · Golf- Golf Handicap Fees	280.00	280.00
OPO6 · Pool-Expenses	5,126.07	5,126.07
ORA54 · RecArea-Expenses		
ORA541 · RecArea-Equipment	27.99	27.99
ORA542 · RecArea-Maintenance	3,940.00	3,940.00
ORA543 · RecArea-Supplies	4,742.33	4,742.33
Total ORA54 · RecArea-Expenses	8,710.32	8,710.32
5. OP · 5. Operations - Other	1,158.85	1,158.85
Total 5. OP · 5. Operations	91,938.11	91,938.11
6.MAINT · 6. Maintenance		
MG50 · Maint-Golf Cart Maint&Supplies	3,797.84	3,797.84
MG52 · Maint-Golf Course Supplies	1,165.56	1,165.56
MG53 · Maint- Golf Equip Maint	14,542.22	14,542.22
MG55 · Maint-Golf Small Tools	458.92	458.92
MG56 · Maint-Golf Fertilizer/Chem	22,812.15	22,812.15
MG57 · Maint-Golf Seed/Sand/Soil	680.00	680.00
MG58 · Maint.-Golf-Irrigation	16,022.79	16,022.79

Tanglewood Shores Association, Inc
Profit & Loss YTD Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 22
MO50 · Maint-Clubhouse Maintenance	2,761.73	2,761.73
MO51 · Maint-NonClubhouse Maint	2,248.91	2,248.91
MO52 · Maint-Bldg Repair	24.13	24.13
MO55 · Maint-Property Beautification	1,057.79	1,057.79
MRO5 · Maint-Road Paving		
MRO5a · Maint Road Repair Lanco	12,000.00	12,000.00
MRO5 · Maint-Road Paving - Other	2,139.61	2,139.61
Total MRO5 · Maint-Road Paving	14,139.61	14,139.61
MRO50 · Maint-Road Repair/Maint	32,632.37	32,632.37
6.MAINT · 6. Maintenance - Other	53.91	53.91
Total 6.MAINT · 6. Maintenance	112,397.93	112,397.93
61200 · Cash Drawer Payouts	17.34	17.34
7. RES · 7. Reserve		
RCC100 · Reserve-Clubhouse	43,300.00	43,300.00
RG100 · Reserve-Golf	23,300.00	23,300.00
RPO · Reserve - Pool	10,200.00	10,200.00
RRA10 · Reserve-RecArea	12,000.00	12,000.00
RRO10 · Reserve - Roads	15,300.00	15,300.00
Total 7. RES · 7. Reserve	104,100.00	104,100.00
8 IMP · 8. Improvements		
IMPCC2 · Improvements - HVAC	6,997.00	6,997.00
IMPG1g · Imp. G Ventrac Mower Golf	4,667.52	4,667.52
IMPG1r · Imp - G Ventrac Mower Road	7,001.16	7,001.16
IMPG3 · IMP - Golf Cart	11,563.92	11,563.92
IMPG4 · IMP- Proflex Mower	4,519.80	4,519.80
IMPG6 · IMP Golf Leases Payments	4,273.69	4,273.69
IMPG8 · John Deere Gator/Sprayer	1,947.84	1,947.84
Total 8 IMP · 8. Improvements	40,970.93	40,970.93
8100 · Interest Expense	932.71	932.71
Total Expense	599,714.44	599,714.44
Net Ordinary Income	36,915.73	36,915.73
Other Income/Expense		
Other Income		
Trans fr 1102 Res CC HVAC	6,997.00	6,997.00
Total Other Income	6,997.00	6,997.00
Other Expense		
Balancing Adjustments	0.00	0.00
8000 · Depreciation	52,416.00	52,416.00
Total Other Expense	52,416.00	52,416.00
Net Other Income	-45,419.00	-45,419.00
Net Income	-8,503.27	-8,503.27

Tanglewood Shores Association 2023 Budget

Budgeted Expenses	2023 Budget	Budgeted Income	2023 Income	
Community Center	284,324	Community Center	\$ 318,372	
Golf	298,544	Golf	\$ 212,029	
Pool	25,915	Pool	\$ 18,846	
Recreation Area	24,650	Recreation Area	\$ 37,901	
Roads	174,355	Roads (* \$82.1 K to be Trans to Res)	\$ 221,140	
Total	807,788	Total	\$ 808,288	
Taxes	6,400	Annual Maintenance Assessment: \$125 for 760 lots X 95%	\$ 90,250	482
Utilities	33,000	Special Assessment: \$525 for 760 lots X 95%	\$ 379,050	43
Insurance	22,000	Total Assessments	\$ 469,300	
Labor	333,650			
Operations	110,100	Total Expenses minus Total Income	\$ -	OSA
Maintenance	195,838	Assessment Target @ \$650	\$ 43	\$650
Reserve	46,400			
Improvements	60,900			
Total	808,288			

ARTICLES OF INCORPORATION
OF
TANGLEWOOD SHORES ASSOCIATION, INC.

This is to certify that we, the undersigned incorporators, desire to and do hereby associate ourselves to establish a non stock corporation under the provisions and subject to the requirements of Section 13.1-201, etsequens, Code of Virginia of 1950, 1964 Replacement Volume (Virginia Non Stock Corporation Act"), and we, by these our Articles of Incorporation, set forth as follows:

- 1 -

The name of the Corporation shall be TANGLEWOOD SHORES ASSOCIATION, INC.

- 2 -

The Registered Agent of the Corporation shall be E. WARREN MATTHEWS, 115 West Danville Street, South Hill in Mecklenburg County, Virginia, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar

- 3 -

The address of the initial Registered Office of the Corporation shall be 115 WEST DANVILLE STREET, SOUTH HILL IN MECKLENBURG COUNTY, VIRGINIA.

- 4 -

The purpose of this Corporation shall be to administer and maintain the community properties and facilities of Tanglewood Shores Golf and Country Club located in LaCrosse Magisterial District, Mecklenburg County, Virginia; to implement and enforce the "Declaration of Protective Covenants and Agreements" made by Tanglewood Land Company, Inc., April 17, 1969, of record in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 204, Page 274, including all amendments, additions and/or supplements thereto as may from time to time, be promulgated by the said Tanglewood Land Company, Inc. as the same relate to that Subdivision known as Tanglewood Shores Golf and Country Club; to collect and disburse the assessments and charges set forth in said Declaration of Protective Covenants and Agreements, any additions, amendments and/or alterations thereto; and to cooperate with public officials in planning

and facilitating such zoning ordinances and such rules and regulations as may be hereafter promulgated by lawful authority which relate to the said Tanglewood Shores Golf and Country Club.

- 5 -

The membership in this corporation shall be limited to those persons owning one or more lots or parcels of land in Tanglewood Shores Golf and Country Club, and the owner or owners of each individual lot shall be entitled to one vote per lot without regard to the number of persons having an ownership interest in each individual lot. Proxy votes shall be permitted at any regular or special meeting of the membership, and a majority of those present in person or by proxy at any duly called meeting of said membership shall constitute a quorum for the purpose of electing directors and transacting such other business as may come before said meeting.

- 6 -

There shall be one class of membership in this corporation.

- 7 -

This corporation is founded and is to be operated exclusively for the establishment, construction, renovation and administration of the community properties and facilities of Tanglewood Shores Golf and Country Club, including those facilities and properties previously developed by Tanglewood Land Company, Inc. or hereafter made by the said Tanglewood Land Company, Inc. or its duly authorized agents, successors or assigns, 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, including, but not limited to, streets, roads, drives, parks, beaches, piers, swimming pools, playgrounds, golf courses and for the enforcement of the terms and provisions set forth in the Declaration of Protective Covenants and Agreements as aforesaid, and any additions, amendments and alterations thereto. No member, officer, or director shall receive any salary, profit, dividend or compensation.

by virtue of his membership provided nothing herein shall be construed to prevent any such member, officer, or director from being compensated for actual services rendered or material furnished to said Corporation at the then reasonable and fair market value therefor.

- 8 -

The Corporation shall have perpetual existence.

- 9 -

The Corporation shall have all such general power as may be necessary to carry out its purposes and all such general powers as are incident to the powers specifically granted herein but not in conflict with the other provisions of these Articles of Incorporation or the laws of the Commonwealth of Virginia.

- 10 -

The number of directors constituting the initial Board of Directors shall be three (3), and they shall manage the affairs of the Corporation for three (3) years from and after the date hereof, and a majority of said directors shall be members of the Corporation.

- 11 -

The names and addresses of the three members of the initial Board of Directors are as follows:


Pettus H. Rudd	Bracey, Virginia
J. Lawson Jones	Clarksville, Virginia
E. Warren Matthews	South Hill, Virginia

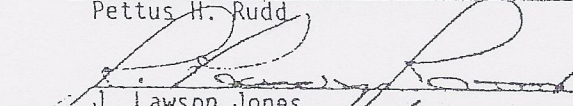
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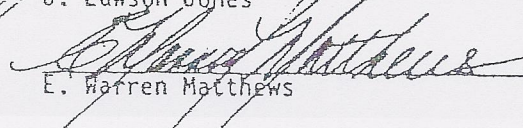
The initial By-Laws shall be made and adopted by the majority vote of the foregoing Directors and thereafter may be amended, altered or rescinded, from time to time, by a majority vote of the Directors as by the By-Laws so made and provided.

IN WITNESS WHEREOF, we do hereunto affix our hands and seals on this

17th day of April, 1970.

 (SEAL)
Pettus H. Rudd

 (SEAL)
J. Lawson Jones

 (SEAL)
E. Warren Matthews

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
TANGLEWOOD SHORES ASSOCIATION, INC.
(A NON STOCK CORPORATION)

- 1 -

On July 16, 1971, in a meeting duly called, the Board of Directors of the corporation found that the following proposed amendment of its Articles of Incorporation was in the best interest of the corporation and directed that it be submitted to a vote of the members having the right to vote on amendments:

WHEREAS, paragraph ten (10) of the Articles of Incorporation of Tanglewood Shores Association, Inc. provides that: "The number of directors constituting the initial Board of Directors shall be three (3), and they shall manage the affairs of the corporation for three (3) years from and after the date hereof, and a majority of said directors shall be members of the corporation"; and

WHEREAS, the date of execution of said Articles of Incorporation is April 17, 1970; and

WHEREAS, the Board of Directors named in the said Articles of Incorporation deems it in the best interest of the corporation to amend said paragraph 10 so as to provide for the election of a new Board of Directors prior to the expiration of said three (3) year period;

NOW, THEREFORE, BE IT RESOLVED that paragraph ten (10) of the Articles of Incorporation of Tanglewood Shores Association, Inc. be amended as follows: "The number of directors constituting the initial Board of Directors shall be three (3), and they shall manage the affairs of the corporation for the first year unless sooner changed or until their successors are duly elected, qualify and take office. A majority of said directors shall be members of the corporation"; and

BE IT FURTHER RESOLVED that the foregoing resolution be submitted to a vote at the regular meeting of the members of the corporation, which regular meeting shall be held on September 11, 1971, at 2:00 P. M. at the Clubhouse at Tanglewood Shores Golf and Country Club, Bracey, Virginia.

- 2 -

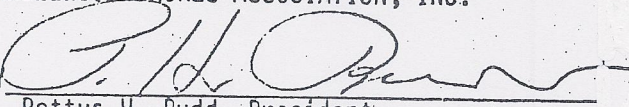
On August 9, 1971, being not less than twenty-five (25) days nor more than fifty (50) days before the meeting of the members to act upon the proposed amendment, written notice of the meeting was given by mail to each member entitled to vote on the proposed amendment. The notice stated the place, day and hour of the meeting and the purposes for which it was called, and was accompanied by a true and exact copy of the proposed amendment.

On September 11, 1971, at 2:00 P. M., the aforesaid meeting of the membership of said corporation, at the time and place specified in said notice, a quorum being present, was held and the proposed amendment was adopted by receiving more than two-thirds (2/3) of the vote entitled to be cast by members present or represented by proxy at the meeting.

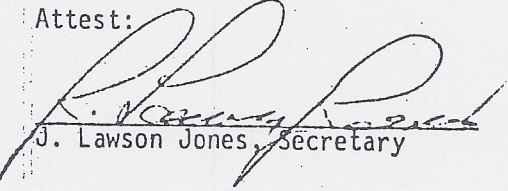
Executed in the name of the corporation by its President and its Secretary who declare under the penalties of perjury that the facts stated therein are true.

September 11th, 1971.

TANGLEWOOD SHORES ASSOCIATION, INC.

BY 
Pettus H. Rudd, President

Attest:


J. Lawson Jones, Secretary

(CORPORATE SEAL)

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF

TANGLEWOOD SHORES ASSOCIATION, INC.
(A NON STOCK CORPORATION)

(1) On June 7, 1973, in a meeting duly called, the Board of Directors of the corporation found that the following proposed Amendment of its Articles of Incorporation was in the best interest of the corporation and directed that it be submitted to a vote of the members having the right to vote on said

Amendments:

WHEREAS, Tanglewood Shores Association, Inc. is a non stock corporation chartered under the laws of the Commonwealth of Virginia; and

WHEREAS, the corporation is a "non profit organization" and has applied for a tax exempt status from the Internal Revenue Service pursuant to the Internal Revenue Code of the United States of America; and

WHEREAS, the Internal Revenue Service has tentatively approved the tax exempt status of the corporation conditioned upon certain amendments, hereinafter set forth, to the Articles of Incorporation of the corporation; and

WHEREAS, it is in the best interest of the corporation and its members that the amendments proposed by the Internal Revenue Service as hereinafter set forth be adopted;

NOW, THEREFORE, BE IT RESOLVED, that numbered Paragraph Four (4) and numbered Paragraph Seven (7) of the Articles of Incorporation of Tanglewood Shores Association, Inc. be amended as follows:

- 4 -

The purpose of this corporation shall be to administer and maintain the community properties and facilities of Tanglewood Shores Golf and Country Club for the exclusive social and recreational benefit and pleasure of the members of said club; to implement and enforce the "Declaration of Protective Covenants and Agreements" made by Tanglewood Land Company, Inc., April 17, 1969, of record in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 204, Page 274, including all amendments, additions and/or supplements thereto as may, from time to time, be promulgated by the said Tanglewood Land Company, Inc. as the same relate to that Subdivision known as Tanglewood Shores Golf and Country Club; to collect and disburse the assessments and charges set forth in said Declaration of Protective Covenants and Agreements, any additions, amendments and/or alterations thereto; and to cooperate with public officials in planning and facilitating such zoning ordinances and such rules and regulations as may be hereafter promulgated by lawful authority which relate to the said Tanglewood Shores Golf and Country Club.

This corporation is founded and is to be operated exclusively for the establishment, construction, renovation and administration of the community properties and facilities of Tanglewood Shores Golf and Country Club for the exclusive social and recreational benefit and pleasure of the members of said club, including those facilities and properties previously developed by Tanglewood Land Company, Inc. or hereafter made by the said Tanglewood Land Company, Inc. or its duly authorized agents, successors or assigns, 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, including, but not limited to streets, roads, drives, parks, beaches, piers, swimming pools, playgrounds, golf courses and for the enforcement of the terms and provisions set forth in the Declaration of Protective Covenants and Agreements as aforesaid, and any additions, amendments and alterations thereto. No member, officer or director shall receive any salary, profit, dividend or compensation by virtue of his membership provided nothing herein shall be construed to prevent any such member, officer or director from being compensated for actual services rendered or material furnished to said corporation at the then reasonable and fair market value therefor.

and

BE IT FURTHER RESOLVED, that the amendments aforesaid are in the best interest of the corporation; and

BE IT FURTHER RESOLVED, that the amendments aforesaid be submitted to a vote at a special meeting of the members of the corporation to be held pursuant to the requirements of Section 13.1-214, Code of Virginia, 1950, as amended; and

BE IT FURTHER RESOLVED, that notice of said meeting be published in The South Hill Enterprise, a newspaper published in the County of Mecklenburg, wherein the Registered Office of the corporation is located, the first said publication to be published not more than fifty (50) days prior to said meeting, and the last notice to be published not less than twenty-five (25) days before said meeting.

The foregoing resolution was introduced on motion of M. Hauenstein, seconded by W. Peebles, and a recorded vote thereon was as follows:

Ayes - 6
Nays - None

(2) Thereafter, in accordance with said resolution, the following Notice was delivered to The South Hill Enterprise for publication in said newspaper once a week for two (2) successive weeks, commencing with the publication of June 13, 1973:

A special meeting of the members of Tanglewood Shores Association, Inc. will be held at the Tanglewood Shores Golf and Country Club, at its Clubhouse at Bracey, Virginia, on July 18, 1973, at 2:00 P. M.

The purpose of this meeting is to consider and ratify an amendment to the Articles of Incorporation as adopted by the Board of Directors of the Corporation at its regular meeting held June 7, 1973. No other matters will be discussed.

Copies of the proposed Articles of Amendment will be supplied to members on request, in writing, addressed to Homer C. Hueffed, Secretary, Box 37, Bracey, Virginia 23919.

TANGLEWOOD SHORES ASSOCIATION, INC.

BY /s/ Homer C. Hueffed

(3) On July 18, 1973, at 2:10 P. M., the aforesaid meeting of the membership of said corporation at the time and place specified in said notice at which a quorum was present was held and the proposed Amendment was adopted by receiving more than two-thirds of the vote entitled to be cast by members present or represented by proxy at said meeting, which said meeting was held not more than fifty (50) days nor less than twenty-five (25) days from the date of publication of the last notice as required by statute.

Executed in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

October 11, 1973.

TANGLEWOOD SHORES ASSOCIATION, INC.

BY Michael I. Hauerstein
President

ATTEST:

E. F. Cooley
Secretary

(CORPORATE SEAL)

Tanglewood Shores Association Inc.

Protective Covenants And Agreements

This DECLARATION is issued to comply with the Virginia Property Owners' Association Act Chapter 26, Title 55, Code of Virginia
Revised June 25, 1994

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 1st day of August, 1989 by the Board of Directors, Tanglewood Shores Association Inc., supersedes a like instrument promulgated by the Developer [Tanglewood Land Co. Inc.] dated April 17, 1969; and is effective upon recordation by the Clerk of the Circuit Court of Mecklenburg County and Brunswick County, Virginia respectively.

Tanglewood Shores Association, Inc. is a Non - Stock Corporation existing under and by virtue of Chapter 10, Title 13.1 Code of Virginia [1950] as amended; and this DECLARATION is promulgated pursuant to the Virginia Property Owner's Association Act [Chapter 26, Title 55 (55-508 et seq.)] Code of Virginia (1950) as amended.

WITNESSETH

WHEREAS, the Association is the owner of the real property described in ARTICLE II of this DECLARATION and desires to maintain thereon a residential community with streets, recreational areas, a golf course and club house and other common facilities for the benefit of property owners; and

WHEREAS, the Developer created a governing body, hereinafter called Board, to which is assigned the powers of operating, maintaining and administering the common properties and facilities, and enforcing this DECLARATION and collecting and disbursing the Assessments and charges hereinafter described; and

WHEREAS the Board as the elected representatives of the Association desires to preserve and protect the value and amenities of the Association and provide for the maintenance and operation of the common properties; and to this end subjects the real property described in Article II of this DECLARATION to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, the Association is incorporated as a Non-Stock, Tax-Exempt Corporation with a Board of Directors for the purpose of exercising the aforesaid powers and functions.

Now, THEREFORE, the Board as the elected representatives of the Association declares that the real property described in ARTICLE I 1 shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1

Definitions

The following terms when used in this DECLARATION shall have the following meaning unless the context of their use otherwise prohibits:

1. "Association" shall mean and refer to the Tanglewood Shores Association; this is the collective body of property owners.
2. "Board" shall mean and refer to the Board of Directors consisting of those persons elected to the governing body of the Association by the owners from among the owners on an annual basis as may be established by the By-Laws of the Board.
3. "By-Laws" shall mean and refer to such rules and regulations as may be adopted by the Board within the authority of this DECLARATION for the orderly management of the business affairs of the Association.
4. "The "Properties" shall mean and refer to all lands described herein as are subject to this DECLARATION.
5. "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 and clubhouse and all other common areas or facilities.
6. "Original Lot" shall mean and refer to any plot of land shown upon any original recorded map of the properties heretofore defined.

7. "Owner" shall mean and refer to the legal or equitable owner whether one or more persons holding any lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean nor refer to a mortgagee. Corporate ownership for business purposes is prohibited; except that those original lots owned by corporations remain in such ownership, but upon change of ownership shall not be sold, deeded, transferred or otherwise conveyed to other corporate ownership.
8. "Member" shall mean and refer to those owners who are members of the Association as provided in ARTICLE III.

ARTICLE II
Property Subject to this DECLARATION

Section 1. Property subject to this DECLARATION is the real property which is, and shall be held, transferred, sold, conveyed and occupied which is located in La Crosse Magisterial District, Mecklenburg County, Virginia, as described by plats of Tanglewood Shores Golf and Country Club, recorded in the Clerk's Office of the Circuit Court in Mecklenburg County, Virginia, and Declaration of Protective Covenants and Agreements dated April 17, 1969, recorded in Deed Book 204, page 274 and as amended; and more specifically:

SECTION	LOTS	SECTION	LOTS
A	1-66	K	1-48 (LESS 24)
B	1-47	L	1-16: 18-27: 30-37
C	1-46	M	1-29
D	1-35	N	1-16
E	1-54	O	1-50
F	1-8: 10-13: 15-17 21: 23-28 30-44: 24-A	P	1-59
G	1-31	S	1-53
H	1-39	T	1-41
I	1-11: 13-37: 39-42	U	1-46
		W	1-44 situated in Meherrin Magisterial District Brunswick County, Virginia

SECTION 2. Property subject to this DECLARATION is the real Property which is, and shall be held, transferred, sold, conveyed and occupied which is located in Meherrin Magisterial District, Brunswick County, Virginia, as shown on map or plat thereof and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia in Plat Book 5, page 142, and more specifically:

Section W - Lots 1-44

ARTICLE III
Membership and Voting Rights in the Association

SECTION 1. Membership

- A. Every person who purchases an undivided interest in a lot whether as land contract vendee or fee holder being subject to this DECLARATION and to Assessments as hereinafter provided shall be a member of the Association.
 - 1. Any person or entity who holds such ownership merely as a security for the performance of an obligation shall not be a member.
 - 2. When one or more persons hold joint title to a lot only one shall be recognized as a member for the purposes of voting or for the use of the common properties; and the owners shall submit in writing to the Board the name of a designated principal owner.
- B. Persons not holding an interest in any lot may become a non-voting member of the Association under terms and conditions prescribed by the Board.

SECTION 2. Voting Rights

- A. The Association shall have one class of voting membership: Voting members shall be those persons who meet the definition of owner; provided, however, that no Assessments delinquency exists at the time when voting occurs on any question on which the membership may vote.
- B. Subject to the provisions of Section 2, paragraphs A, and D, members shall be entitled to vote for:
 - 1. Any increase in the Annual Maintenance Assessment;
 - 2. The election of Board Members;
 - 3. The mortgaging of the common properties; and
 - 4. Revisions to this DECLARATION unless mandated by state law.
- C. The Quorum for each vote by the membership shall be as follows:
 - 1. Increase in the Annual Maintenance Assessment - 60% of the total membership voting in person or by absentee ballot, with two-thirds voting the affirmative.
 - 2. Election of Board Members - simple majority of the votes cast by members voting in person or by absentee ballot for the number of candidates to be seated in the rotation sequence established Absentee ballot for the number of candidates to be seated in the rotation sequence established by By-Law.
 - 3. Mortgaging of the common properties - 60% of the total membership voting in person or by absentee ballot, with two-thirds voting in the affirmative. This vote shall be exercised only when funds are not otherwise available to defray, in whole or in part, the cost of new services not currently provided; and
 - 4. Revisions to this DECLARATION - two thirds of the membership voting in the affirmative either in person or by absentee ballot, unless revisions are necessitated by amendments to Chapter 26, Title 55, Code of Virginia.
- D. When one or more persons holds a deeded interest in a lot, all such persons shall not cast a vote, but the vote may be exercised as they may agree. In no event shall more than one vote be cast per lot, but any individual owner of multiple lots may cast one vote for each lot owned.

ARTICLE IV
Property Rights in the Common Property

- SECTION 1. Subject to the provisions of Sections 2, and 3, of this ARTICLE and Section 1., A., 2., of ARTICLE III, every member shall have a right to the use and enjoyment of the common properties, and shall be appurtenant to and pass with the title to every lot.

- SECTION 2. A member's right to the use and enjoyment of the common properties shall be subject to:
- A. Payment by May 1 of each year the Annual Maintenance Assessment provided for in ARTICLE V, and any Capital Improvement Assessment approved by a vote of the membership, and any Special Assessment levied by the Board; and
 - B. Payment by May 1 of each year any user, admission, or membership fee which may be established by the Board.
- SECTION 3. The Board shall be authorized to suspend the use and enjoyment of the common properties for any period during which any Assessments, user, admission or membership fee remains unpaid; and for a period not to exceed thirty days for any infraction of its published rules and regulations, subject to meeting the hearing requirement set forth in Section 3., ARTICLE XI.

ARTICLE V

Covenant for Maintenance Assessment

- SECTION 1. An Annual Maintenance Assessment on each lot shall be collected and administered by the Board for the purpose of operating, maintaining, and improving the common properties; including but not limited to the costs of administration, labor, materials, equipment and the management and supervision thereof.
- SECTION 2. The rate of the Assessment shall be at the rate established by a vote of the membership.
- A. Written notice of a meeting to consider [1] an increase in the Assessment, or [2] the mortgaging of the common properties shall be sent to all members at least thirty days in advance of such meeting and shall set forth the purpose of the meeting.
 - B. If the quorum required by Section 2., paragraph C., 3., of ARTICLE III is not forthcoming at an initial meeting, another meeting may be called subject to notification set forth above, and the required quorum shall be one-half of the required quorum at the preceding meeting; provided, however that no subsequent meeting be held more than sixty days following the preceding meeting.
- SECTION 3. The Annual Maintenance Assessment and any Special Assessment shall become due and payable on May 1 of each year. No adjustments or proration shall be made.
- A. One Assessment shall be charged to each lot; and should the Board authorize the subdivision of any lots when so requested by one or more owners as provided for the Association's amended property deed, no loss of Assessment shall result therefrom.
 - B. All properties to the extent of any easement and accepted by public authority and devoted to public use, and all common properties as heretofore defined are exempt from the Assessment and one-time Capital Improvement Assessment.
- SECTION 4. The Annual Maintenance Assessment and any Special Assessment constitute a lien on lots and a personal obligation. That is, each present and subsequent owner by accepting a conveyance for a lot within the properties, whether or not it is expressed in any deed or conveyance, shall be deemed to covenant and agree to pay the Assessments provided for herein. Each such Assessments, together with such penalty and interest as may accrue for nonpayment and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessments are made.
- A. Said Assessments, together with such penalty and interest as may accrue, and the cost of collection thereof shall also be the personal obligation of the person who was the owner at the time said Assessments fell due.

- B. No lot shall be deeded, sold, transferred or otherwise conveyed while any Assessments, penalty, interest or cost of collection thereof remains an outstanding obligation.

SECTION 5. The effect of nonpayment of Assessments by May 31 of each year shall be that such Assessments become delinquent and shall, together with such penalty and interest thereon and cost of collection thereof, become a continuing lien on the property shall bind such property in the hands of the then owner, his heirs, devisee, personal representatives and assigns. The personal obligation of the then owner to pay such fees shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

- A. When delinquency is established by reason of nonpayment by May 31 of each year, a penalty fee not to exceed \$15 shall be added thereto and from that date interest at the rate of 18% per annum shall be added to the delinquent balance.

1. In order to perfect the lien given by this Section, the Board shall file before the expiration of twelve months from the time such Assessments became due and payable in the Clerk's Office of Brunswick County or Mecklenburg County, Virginia as applicable, a memorandum, verified by the oath of President of the Board, which contains:

- a. The name of the Association;
- b. A description of the lot;
- c. The name or names of the persons constituting lot owners;
- d. The amount of unpaid Assessments currently due or past due relative to such lot together with the date when each fell due;
- e. The date of issuance of the memorandum;
- f. The name and address of the Association's Registered Agent; and
- g. A statement from the President of the Board that the lien is obtained in accordance with the provisions of the Virginia Property Owner's Association Act [55-56], Code of Virginia.

2. Prior to filing a memorandum of lien, a written notice of delinquency shall be sent to the property owner by certified mail informing the owner that a memorandum of lien will be filed. The notice shall be sent at least ten days prior to the actual filing date of the memorandum of lien.

- B. No suit to enforce any lien shall be brought after twenty four months from the time when the memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this Section. Nothing herein shall extend the time within any such lien may be perfected.
- C. When payment or satisfaction is made of debt secured by the perfected lien, said lien shall be released in accordance with the provisions of the Code of Virginia [55-66.3].
- D. Any lien shall be prior to all other subsequent liens and encumbrances except real estate tax liens on that lot, sums unpaid on and owing under any deed of mortgage of deed of trust; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale of such property under foreclosure of the deed of trust or mortgage. Such sale or transfer shall not relieve such property from liability or any Assessments thereafter becoming due, nor from the lien of any subsequent Assessments.

SECTION 6. The Board may increase the rate of the Annual Maintenance Assessment; provided, however, that it has the affirmative vote of the membership as provided in Section 2 of this ARTICLE.

ARTICLE VI
Access to Association Records

- SECTION 1. The Board shall maintain detailed records of the operation and administration of the Association including income received and expenses incurred
- A. All books and records kept on behalf of the Association shall be available for examination and photocopying by a member of the Association in good standing or its authorized agent. The right of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours or at a mutually convenient time and location and upon five days written notice.
- B. Books and records may be withheld from inspection to the extent that they concern:
1. Personnel records;
 2. An individual's medical records;
 3. Records relating to business transactions currently in negotiation;
 4. Privileged communication with legal counsel; or
 5. Complaints against an individual member of the Association.
- C. The Board may impose and collect a charge, reflecting the actual cost of materials and labor, prior to providing copies of any books and records to a member in good standing under this Section.

ARTICLE VII
Disclosure Statement by Owner

- SECTION 1. The seller of any lot located on the property of the Association shall:
- A. Insert or cause to be inserted in a contract for sale or resale of his property, in bold print or underlined, language to the effect that:
1. The property is located within a development which is subject to the Virginia Property Owner's Association Act; and
 2. The Act requires the Association to provide the seller, within fourteen days of a written request and payment of the appropriate fee, with a disclosure packet which the seller, upon written request by the purchaser, will request from the Board and upon receipt thereof provide to purchaser.
- B. The failure of disclosure shall be grounds for the avoidance of the contract by the purchaser. Except for knowing or willful misrepresentation, the broker or sales person or attorney for failure to cause disclosure shall be avoidance of the contract.

ARTICLE VIII
Association Disclosure Packet

- SECTION 1. The Association, through the Board, shall provide to the seller of the property within fourteen days of the actual receipt of a written request therefor and receipt of the appropriate fee, a disclosure packet to contain:
- A. The name of the Association, that it is incorporated in Virginia, and the name and address of its Registered Agent;
- B. A copy of the current DECLARATION and the Association's Articles of Incorporation and By-Laws and rules and regulations, or architectural guidelines promulgated by the Board;

- C. A copy of the Association's current budget or a summary thereof, and a statement of income and expenses; or statement of its financial condition for the last fiscal year for which such a statement is available.
 - D. A statement, including the amount of all Assessments and any other mandatory fees or charges currently imposed applicable to the property being purchased and to the right of use of common areas, and the status of the account;
 - E. A statement whether there is any other entity or facility to which the owner may be liable for fees or other charges;
 - F. A statement of any capital expenditure anticipated within the current year and, where available, the two succeeding fiscal years;
 - G. A statement or a summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board for a specified project;
 - H. A statement of the nature of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the property being purchased;
 - I. A statement as to whether any notice has been given to the seller that a violation of this DECLARATION exists;
 - J. A statement setting forth all insurance coverage, including any fidelity bond, maintained by the Association, and;
 - K. A summary statement of employee salaries will be included.
- SECTION 2. The disclosure packet, once received by the seller from the Board, shall be delivered by the seller to the purchaser upon the written request of the purchaser. The Board shall have no obligation to deliver the packet to the purchaser of the property. This disclosure packet shall not, in and of itself, be deemed a security deposit within the meaning of 13.1-501 of the Code of Virginia.
- SECTION 3. The Board may charge a fee for the preparation and issuance of the disclosure packet, and the fee shall reflect the actual cost of preparation, but shall not exceed \$100.
- SECTION 4. When a disclosure packet has been issued the Board shall, as to the purchaser, be bound by the statements set forth therein as to the status of the Assessments Account and the status of the property with respect to any violations of this DECLARATION as of the date of the statement unless the purchaser had actual knowledge that the contents of the disclosure packet were in error.
- SECTION 5. If the Board when requested to provide a disclosure packet and having been paid the appropriate fee fails to do so within fourteen days from the date of actual receipt of a request, shall be deemed to have waived any claim for delinquent Assessments and any violations of this DECLARATION, By-Laws, rules and regulations Architectural guidelines existing as of the date of the request with respect to the subject property. The Board shall be liable to the seller in an amount equal to the actual damages sustained by the seller in an amount not to exceed \$500. The purchaser shall, nevertheless, be obligated to abide by this DECLARATION, By-Laws, rules and regulations and architectural guidelines as to all matters arising after the date of the settlement of the sale.
- SECTION 6. The disclosure packet need not be prepared or delivered in the case of:
- A. A gratuitous disposition of property;
 - B. A disposition of property pursuant to court order if the court so directs; or
 - C. A disposition of property by foreclosure or deed in lieu of foreclosure.

SECTION 7. In any transaction in which a disclosure packet is required and a trustee acts as the seller in the sale or resale of property, the trustee shall obtain the packet from the Board and provide it to the purchaser if so requested by the purchaser.

ARTICLE IX

Architectural Control Committee

SECTION 1. An Architectural Control Committee shall regulate building upon the properties.

- A. The President of the Board shall appoint three or more members of the Association as an Architectural Control Committee each of whom shall serve at his discretion.
- B. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or modification be made to an existing structure without the written approval of the Committee.
- C. Every owner prior to placing any structure upon any lot shall submit in writing to the Committee precise plans and specifications showing the nature, kind, shape, size, materials and location of any and all structures.
- D. If the committee fails to communicate either approval or disapproval in writing to a requesting owner within sixty days after said plans and specifications have been received by the Committee, or if no suit to enjoin the owner action occurs prior to the completion thereof, this ARTICLE shall be deemed to have been complied with.
- E. The Committee shall tour the properties of the Association at least four times annually to ensure owner compliance with the provisions of ARTICLE X, Sections 1.,3., and 4.

1. Owners found to be in violation shall be notified in writing by the Chairman of the Committee of the specific violations, and the owner shall be given thirty days in which to bring the property into compliance with the provisions of his ARTICLE.

2. Failure of the owner to bring the property into compliance shall result in the filing of a suit against the owner by the Board pursuant to ARTICLE XII.

ARTICLE X

Building and Use Limitations

SECTION 1. All building lots identified in ARTICLE II shall be subject to the limitations, restrictions and specifications set forth herein. The purpose of building and use limitation is to maintain an attractive residential environment, to prevent nuisances, to maintain the desirability of the community and thereby ensure for each owner the full benefits and enjoyment of his home with no greater restrictions than are necessary.

- A. Requests by owners for reasonable modifications to the limitations, restrictions and specifications established herein shall be directed to the Architectural Control Committee for review and referral to the Board. Should the Board approve such request, it shall be transmitted in writing to the owners of lots adjoining each side of the lot for which the variance is requested. If both owners of adjoining lots consent in writing to the requested variance the Board may grant the requested variance by written notice; however, should either or both adjoining owners fail to consent the Board shall deny the requested variance by written notice. Should all parties grant a variance, when recorded it shall be binding and accepted as a modification to this DECLARATION.

- B. No original lots or group of lots shall be subdivided without the written approval of the Board; and in no case shall any original lots lose their alphanumeric identifier.
- C. No animals, livestock or poultry of any kind shall be raised or kept on any lot, other than dogs, cats or other domestic household pets; provided, however, that they shall not be maintained for commercial purposes and provided that they shall meet the requirements of the state of Virginia for disease control and licensure. Pets shall not be permitted freedom of movement to the point of becoming a public nuisance or a threat to the safety of owners.
- D. Trash, garbage and other refuse shall be kept in sanitary, secure containers or incinerators, and such containers shall be maintained in a clean and sanitary condition.
- E. All fuel oil tanks shall be underground or adequately concealed from sight.
- F. All residential structures shall meet the minimum requirements of and be approved by the Health Department of Mecklenburg County or Brunswick County, Virginia, as applicable relating to plumbing, septic tanks, wells and disposal of refuse.
- G. Easements are reserved unto the Board for the purpose of conveying to public utility companies the necessary easements for utilities along and within ten feet of the front line, rear line and side lines of all building lots for the construction and perpetual maintenance of conduits, poles, wires for electrical fixtures, telephone and other public and quasi public utilities. Said easements shall include providing drainage and the trimming or removal of trees which at any time may interfere or threaten to interfere with the maintenance of service, or the right of ingress and egress from and across premises to employees of said utilities. Said easement shall also extend along any owner's side, rear and front property lines in cases of fractional lots. The owner of adjoining lots may build across lot lines and easement shall not apply to said line; provided, however, that such structure shall not be placed thereon prior to the application of this easement if wires or cables pass over some portion of properties not within the easement; provided, however, that such lines do not hinder construction on the properties.

SECTION 2. Owners of lots and occupants of dwellings abutting on the golf course shall extend to all golfers the courtesy of allowing them to retrieve errant golf balls which when struck may come to rest on any lot, provided; however, that recovery does not damage flowers, shrubs, or the property in general. No fence or wall shall be erected or allowed to remain nearer than twenty five feet to any property line parallel of the area of play.

SECTION 3. No structure of a temporary nature, basement, tent, shack, garage, barn, or other outbuildings shall be occupied on any residential lot either temporarily or permanently; except as provided in Section 10 of this ARTICLE.

SECTION 4. No sign or any kind of advertising device shall be displayed on any lot except one sign of not more than one square foot bearing the name, telephone number and the address of an owner or Realtor, other than signs used by a builder to advertise a new dwelling not previously occupied. No advertising devices shall be posted at any location other than the property offered.

SECTION 5. Dwellings may be of the stick-built, precut, modular, double-wide or mobile home variety as hereinafter specified by lot sections. Modular construction is that construction certified and labeled as such by the manufacturer as opposed to certification and labeling as a double-wide or mobile home by the manufacturer.

SECTION 6. Dwellings placed on lots in Sections A, B, F, and H shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Double-wide or mobile homes are not permitted; and all other dwellings shall have a minimum enclosed living area of 1,000 square feet exclusive of open porches or attached garages.

- B. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one or two-family dwellings and private garages or outbuilding incidental thereto. All building materials used in the construction of a dwelling or any outbuilding incidental thereto shall be of new materials and no concrete blocks except for foundations, asphalt shingles, tarpaper or related materials shall be used as an exterior building material. All dwellings shall have a solid wall foundation, except porches, and all exterior construction shall be completed within six months from the start of construction.
- C. No dwelling shall be located nearer than eight feet to the lot line on each side nor nearer than twenty-five feet to the front [street side] property line, nor nearer the street than the set-back line indicated on the recorded plat.

SECTION 7. Dwellings placed on lots in Sections G, I, K, and L shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Double-wide or mobile homes are not permitted; and all other dwellings shall have a minimum enclosed living area of 1,200 square feet exclusive of open porches or attached garages.
- B. The provisions cited in paragraphs B., and C., of Section 6. Above shall apply; except that lots L-21 and L-22 are designated "Commercial Use Only" which shall include, but not limited to "General Mercantile Sales".

SECTION 8. Dwellings placed on lots in Sections C, D and E shall comply with the provisions of Section 1 through 5 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are not over two years of age at the time of placement, and that the appearance shall be approved by the Architectural Control Committee, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or
- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.

SECTION 9. Dwellings placed on lots in Sections M, N, O, P, S, T and U shall comply with Sections 1 through 5 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are new at the time of placement, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or
- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.
- C. Each lot in Section U is subject to an agreement between the Developer and Mosely Nash Enterprises, Inc., and water used on each lot shall be obtained at the fees set forth in said agreement which is recorded in the Clerk's Office, Circuit Court, Mecklenburg County, Virginia.

SECTION 10. Dwellings placed on lots in Sections W shall comply with Sections 1 through 6 of this ARTICLE, and with the following provisions:

- A. Placement of mobile homes of not less than 420 square feet; provided, however, that they are not over six years of age at the time of placement, and that the appearance shall be approved by the Architectural Control Committee, and that the home be completely skirted or underpinned by brick, concrete block, masonry or other material similar to the exterior covering of the home within six months of placement; or

- B. A stick-built, precut, modular or double-wide dwelling of not less than 1,000 square feet.
- C. Camping is permitted subject to the following limitations:
 - 1. Prior written approval of the Board;
 - 2. Placement for a period not to exceed sixty aggregate days of travel trailers, tent trailers, RVs, pickup truck campers, tents or other such vehicles is authorized. Any authorized camping unit which remains in place for sixty consecutive days shall be deemed “occupied” and shall be ordered removed.
 - 3. All camping locations shall be maintained in a neat, clean and sanitary condition at all times and no refuse, waste, garbage, junk, debris or any similar material shall be accumulated upon the premises. Any structure of a temporary nature used in conjunction with camping activity shall be removed when not in use; however, hardstands constructed and maintained as a camping vehicle parking space or tent floor, approximately level with surrounding ground, may remain.
 - 4. No approved camping unit shall be located nearer than thirty feet to any street right of ways, nor nearer than ten feet to adjacent property lines, nor within fifty feet from the normal water level of Gaston Lake;
 - 5. No outside toilet shall be allowed on premises and no untreated waste shall be permitted to enter Gaston Lake or any tributaries, and no sewage, garbage, liquid or solid waste disposal systems, pits, post holes, buried metal drums or similar operations shall be permitted; and
 - 6. All camping locations may be inspected weekly by the Architectural Control Committee to ensure compliance with the restrictions set forth herein.

ARTICLE XI
Adoption and Enforcement of Rules

- SECTION 1. The Board shall have the power to establish, adopt and enforce rules and regulations with respect to the use of common areas and with respect to such other areas of responsibility assigned to the Association by this DECLARATION, except where expressly reserved by this DECLARATION to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the Association. The members of the Association may, by a majority of the members present in person or voting by absentee ballot, at a meeting convened and called for that purpose, repeal or amend any rule or regulation adopted by the Board.
- SECTION 2. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application of injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorney's fees.
- SECTION 3. The Board shall have the power to seek injunctive relief in the name of the Association from the Circuit Court of Mecklenburg County, Virginia or the Circuit Court of Brunswick County, Virginia against any member for violation of this DECLARATION or rules or regulations for which the member or his family members, tenants, guests or other invitees are responsible. Before such injunctive relief is sought, the member shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record at least fourteen days prior to the hearing. The Board may ask the court for the costs associated with their action of enforcement.

ARTICLE XII
Compliance with Declaration

SECTION 1. Every owner, and all those entitled to occupy a lot shall comply with all provisions of this DECLARATION. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity maintainable by the Board, or in any proper case, by one or more aggrieved owners on their own behalf or as a class action. The prevailing party shall be entitled to recover reasonable attorney's fees and costs expended in the matter.

ARTICLE XIII
General Provisions

SECTION 1. The covenants and restrictions of this DECLARATION shall run with and bind the land and shall ensure to the benefit of the individual owners, heirs or successors until such time as circumstances and events shall cause the membership to approve it's revision, or until revision is required by the virtue of state law.

SECTION 2. Any notice required to be mailed to any member under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known mailing address of the member whose name and address appear on the records of the Association at the time of mailing. Members shall report any change of property ownership or mailing address to the Board within thirty days of such change.

SECTION 3. Invalidation of any part or provision of this DECLARATION by judgment of court order shall in no way affect other parts or provisions which shall remain in full force and effect.

IN TESTIMONY THEREOF, Tanglewood Shores Association, Inc., has caused this instrument to be executed in the corporate name of its President, attested by its Secretary, all as the act and deed of said Corporation and by authority of its Board of Directors duly and legally, this day and year first above written.

_____, President
Mike Hauenstein,
Tanglewood Shores Association, Inc.

_____, Secretary
Louise Tanner
Tanglewood Shores Association, Inc.

The 1993 Cumulative Supplement to the Code of Virginia contains an amendment to Chapter 26, Title 55 of the Code (Virginia Property Owner's Association Act), which necessitates an amendment to the Protective Covenants of the Association without a vote of the membership.

55-514 of the Code now reads:

"In addition to all other assessments which are authorized in the declaration, the Board of Directors of an association shall have the power to levy a special assessment against its members if the purpose in so doing is found by the board to be in the best interests of the association and the proceeds of the assessments are used primarily for the maintenance and upkeep, including capital expenditures, of the common area."

In order for the Association to come into compliance with the amended Code, the following changes to the Covenants are directed by the Board as indicated below.

- On page 3, ARTICLE III, Section 2, Paragraph B., delete subparagraph 3., and renumber 4 and 5 as 3 and 4.
- On page 3, in ARTICLE III, Section 2, Paragraph C., delete subparagraph 3., and renumber 4 and 5 (on page 4) as 3 and 4.
- On page 4, in ARTICLE IV, Section 2, Paragraph A., change to read, "Payment by May 1 of each year the Annual Maintenance Assessment provided for in ARTICLE V approved by a vote of the membership, and any special assessment levied by the Board."
- On page 4, in ARTICLE V, Section 2, Paragraph A., delete the sentence beginning [2], and renumber as [3] as [2].
- On page 5, in ARTICLE V, Section 3, in the first sentence, delete the phrase one-time Capitol Improvement, and write "special."
- On page 5, in ARTICLE V, Section 4, in the first sentence, delete the phrase one-time Capital Improvement, and write in "special."

Two other pen changes are necessary as a result of amendments to the Code:

- On page 5, in ARTICLE V, Section 5, Paragraph A.1, in the second sentence, delete the word six, and write in "12."
- On page 8, in ARTICLE VIII, Section 1, add a new Paragraph K. to read: "A summary statement of employee salaries will be included."

*These amendments are made pursuant to the 1993 cumulative Supplement to the Code of Virginia, and are adopted by the Board of Directors, Tanglewood Shores Association, Inc. On this 25th day of June, 1994, and are effective upon recordation with the Clerk of the Circuit Court of Mecklenburg County and Brunswick County, Virginia respectively.

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

August 19, 2020

These Bylaws supersede all prior Bylaws of the Association

Tanglewood Shores Association, Inc. (TSA)

BYLAWS REVISIONS (to the August 19, 2020, Version of the Bylaws)

<u>Bylaws Section</u>	<u>Revision</u>	<u>Date Revised/ Board Approved</u>	<u>Page</u>
6.3.A.1.c.	Dwellings fronting State Routes 626 and 903 are Exempted from this fee. Added: <i>Unless roads internal to Tanglewood Shores Golf and Country Club are used to access the lot for ground clearing and/or any construction related to the dwelling.</i>	05/19/21	20
6.4.E.1	Golf Carts This section was changed to read as follows: 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.	06/16/21	23

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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.

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 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

Section 1.3 continued

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 1.2 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 a lot owner in good standing, and maintain that status for the duration of their respective term(s). Any director delinquent in the payment of any assessment shall not be considered to be in good standing.

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, and not a platform statement. Actual campaigning is discouraged.

D. 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 (a lot owner who is not delinquent with his/her assessments or other outstanding TSA financial obligations).

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 (including an ordered list of alternates based on the number of votes received, from the most votes to the least votes) 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

E. 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 departing 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 departing 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). A replacement director will be selected from the list of alternates generated pursuant to Section 2.1.E.2, choosing that alternate non-board lot owner who received the most votes. If no alternate remains, the Board may choose to function as normal with no less than seven directors, or the Board may choose to fill the vacancy from nominations by directors from among all the lot owners in good standing. In that circumstance, the voting for such a candidate will follow a simple majority vote by the Board. This Board director will only serve until the next election process, regardless of the remaining length of the 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 Operations 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 Administrative Assistant 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 Code of Virginia 55.1-1825, 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; or b) exceeds 115% of the amount budgeted for that line item.

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 55.1-1825:
- 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 related 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

B. TSA Privately Owned Lots

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:
 - 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.
6. 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.

Section 6.3.B.6 continued

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

7. 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.

8. 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.

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.

Section 6.4

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 25 MPH and 5 MPH in designated parking areas.

B. Operation of any vehicle at a speed exceeding 25 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

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 windscreen

Section 6.4.E.4 continued

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 Operations Manager.

G. Vehicles approved by the Operations 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 Operations 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 Operations 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.

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 *Section 6.5 continued*

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.

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.

Section 6.6

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, licensed or unlicensed, are not considered under control of their owner and will be reported to the county animal warden.
 - b. Dogs 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 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).

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).

Section 6.6. continued

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

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.

Section 6.7 continued

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 19th day of August 2020

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.

Linda Adamos

Linda Adamos, President
Board of Directors
Tanglewood Shores Association, Inc. (TSA)

RULES & REGULATIONS FOR TSA'S AMENITIES

SECTION A: TSA COMMON PROPERTIES (Reference Bylaws Article 6.5)

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 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 B: RULES & REGULATIONS – GENERAL (Reference Bylaws Article 6.6)

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.

1. Unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted on TSA common properties is limited to:
 - a. Association Members, their spouses, and dependents;
 - b. Associate Members, their spouses, and dependents; and
 - c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)
2. The discharge of firearms within the property limits of TSG&CC is prohibited. Violators will be subject to action by the Board.
3. Association Members and Associate Members, and their spouses, dependents, and guests, are responsible for ensuring that dogs:
 - a. Are properly registered when required by law; and
 - b. Have the required inoculations and wear a county license when required by law; and
 - c. Are under the control of the owner.
 - i. Roaming dogs, licensed or unlicensed, are not considered under control of their owner and will be reported to the county animal warden.
 - ii. Dogs 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.
4. Pets shall not be permitted freedom of movement to the point of becoming a public nuisance or a threat to the safety of others.
5. 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).
6. Lot owners shall not maintain animals, livestock, or poultry of any kind for commercial purposes. (Protective Covenants, Article X, Section 1.C).

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

7. 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).

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

- a. Neither horses nor horse-drawn vehicles will be permitted on the common property of the Association; and
- b. 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.

9. 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.

SECTION C: GOLF COURSE

1. TSA's golf course is designated as a common property and, unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted on TSA's golf course is limited to:

- a. Association Members, their spouses, and dependents;
- b. Associate Members, their spouses, and dependents; and
- c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)

2. The course shall close and play immediately be suspended whenever lightning is observed in the immediate vicinity. The course shall remain closed until the Operations Manager (OM) or Pro Shop Attendant gives the all clear.

3. The decision to close the course to daily play, for whatever reason and for whatever length of time, is vested in the Operations Manager. In the absence of the Operations Manager, the Pro Shop Attendant will consult with any available BOD Officer on the need to restrict or terminate play. This decision is final.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

4. Such determinations apply to either play with or play without carts; for any other reason and for any length of time. The health and safety of members, guests, and staff shall be the primary factor considered. Potential damage to the course is a secondary consideration.
5. GOLF COURSE CLOSED: means all golfing activity is prohibited.
6. GOLF COURSE – RESTRICTED PLAY: means all or portions of the GC are not available for regular play.
7. Access to the golf course is granted to any Association Member or Associate Member in good standing, and their Guests upon payment of such Use Fees or Daily Fees as may be established.
8. The hours of operation will vary with seasonal and time changes. Normal operations are from 8:00 AM until sunset during Daylight Savings Time (DST) and 9:00 AM until sunset during Eastern Standard Time (EST).
9. All players must register in the Pro Shop before accessing the course or beginning play.
10. Players must wear proper golf attire; shoes with metal spikes are not permitted.
11. Players must comply with all posted or published rules
12. Foul and abusive language will not be tolerated on the golf course.
13. All play is governed by the United States Golf Association (USGA) rules, except as modified by the local rules, either printed on the scorecard or posted at the Pro Shop.
14. Two or more players using one set of golf clubs is not allowed; no more than two players may play from one riding cart.
15. Due to insurance restrictions, cart rental is restricted to persons possessing a valid driver's license and be at least 16 years of age.
16. Club-owned carts are rented for use on the course only and shall not be removed from the course.
17. On the course, golf cart drivers must have a valid driver's license and be at least 16 years of age.
18. A cart fee must be paid for non-playing riders in a golf cart.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

19. Notwithstanding any of the foregoing, golf carts may only be operated in compliance with applicable laws.
20. Greens are intended for course play and are not to be used for the practice of chipping or putting.
21. All play begins at the first tee, unless otherwise directed by the Pro Shop Attendant or a Tournament Director.
22. Golf carts must stay on the cart path around all greens, tees, and par 3 holes. No riding cart is permitted within 30 yds of any green.
23. The cart ruling will be posted daily at the front desk and on the course.
24. Pull-carts and riding carts should be parked at least "hole-high" while the players are on the putting green.
25. In order to protect the fairways and promote grass growth, top-dressing is kept at the number two and number six tees in a covered box. Each player is encouraged to fill their containers to be used to fill divots.
26. Every player is expected to repair fairway divots and ball marks on the greens and rake the sand bunkers upon leaving.
27. To prevent delaying following players, players should leave a green and move to the next teeing area before recording scores.
28. Children under 12 may play golf only when accompanied by an adult.
29. Players completing the first nine holes have priority to begin play of the second nine holes over players waiting to begin the first nine holes. Players waiting to begin play will alternate with players beginning play on the second nine.
30. When playing conditions, weather, traffic, etc., present no problems to the operation of the course, the Pro Shop Attendant may authorize play by "fivesomes" (five players).
31. Except for service animals, animals are not permitted on the course at any time, whether riding on golf carts, walking, running under control, or otherwise
32. Handicapping service is available, for a fee, through the Pro Shop.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

33. All tee markers are rated to be played by any golfer. Players should not move tee markers for any reason.
34. The course may be closed for maintenance at the Operations Manager's discretion with a posted 24-hour notice.
35. In the beginning of the calendar year, the Golf Committee Chairperson will submit, in writing, to the Board for approval, an annual schedule and a proposed budget for club-sponsored golfing events proposed by the committee. During club-sponsored tournaments, the Golf Committee may close the course to non-participants.
36. No tournament will be scheduled on Labor Day weekend.
37. Tournaments can be scheduled in the time period 8:00 AM to 1:00 PM from Memorial Day to the end of September if approved by the Board.
38. Any Member who wishes to sponsor a tournament may:
- a. Submit a written request to the OM for consideration.
 - i. Such a request should contain the name of the organization (if any) associated with the tournament.
 - ii. The reason for the tournament, the date, time, and number of days
 - iii. The tournament's format, entry fee, estimated cost of the event, and
 - iv. Estimated revenues which will be realized by the Association.
 - b. Depending on the number of players, the course may be closed to the Membership; provided, however, that the tournament was approved by the Board and posted to the Association.
39. The "Friday Scrambles", mornings in the winter and evenings in the summer and other golfing events which are not part of the official golfing schedule, are an important element in fostering a spirit of community within the golfing membership of the Association. These activities are endorsed by the Board. In order to partially defray operating overhead for these functions, the chairperson of the function will remit to the Association, each week, such fees as may be established by the OM.
40. Tanglewood Shores Association, Inc., its employees, management, and/or Board directors will ***not*** be held liable for any accidents, injuries, or be a party to any lawsuit that may be brought about by any use of the golf course.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

SECTION D: COMMUNITY CENTER

1. TSA's Community Center is designated as a common property and, unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted in TSA's community center is limited to:
 - a. Association Members, their spouses, and dependents;
 - b. Associate Members, their spouses, and dependents; and
 - c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)
2. The Community Center facility may be rented for private functions by an Association Member, Associate Member, or a non-member. The TSA Administrative Assistant is the sole point of contact for information concerning the Community Center Rental terms and conditions. The Administrative Assistant coordinates requests, prepares the formal agreement, and accepts payment of the established Community Center User Fee.
3. The picnic area at the Community Center is available to all Association Members & Associate Members without charge. Reservations of groups of six or more are required to prevent use conflict. The Administrative Assistant is the sole point of contact for picnic area usage. Users will clean up immediate area after use. No fires, other than charcoal grills, may be used. The use of glass bottles is to be limited or avoided. Tape players, radios, etc., shall be operated at a reasonable volume level so as not to disrupt the activities of others.
4. Member Groups such as card, exercise, dance groups, etc., may have full use of the Community Center facilities during normal operating hours. Prior coordination with and the approval of the Administrative Assistant is required.
- 5 Use of the Community Center by Member Groups during periods outside of the normal or posted Community Center operating hours is approved on a case-by-case basis. This is extraordinary activity and subject to negotiation with the Administrative Assistant and possibly the Board of Directors.
6. Foul and abusive language will not be tolerated in the Community Center.
7. Tanglewood Shores Association, Inc., its employees, management, and/or Board directors will **not** be held liable for any accidents, injuries, or be a party to any lawsuit that may be brought about by any use of the Community Center.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

SECTION E: RECREATION AREA

1. TSA's recreation area is designated as a common property and, unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted in TSA's recreation area is limited to:
 - a. Association Members, their spouses, and dependents;
 - b. Associate Members, their spouses, and dependents; and
 - c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)
2. The Recreation Area is available and intended for the use of all members in good standing upon payment of the appropriate TSA user fee. Such members, their dependents, and guests are authorized to use the facilities from sunrise to sunset. The gate will be locked from sunset to sunrise . Keys will be available for afterhours use by members.
3. Members in good standing may sponsor non-residents of Tanglewood as guests at the recreation area. Neither TSA lot owners nor non-owner residents may be sponsored as guests. Both the sponsoring member and the guest shall be subject to the appropriate user fee and the member shall pay all fees. Members must be courteous, friendly, and apply the appropriate level of care and caution in the supervision of their guests. Failure by a member's guests to maintain appropriate standards of civility, conduct, cleanliness, etc., could result in denial of the member's ability to sponsor future guests.
4. Dependents of members may sponsor groups only with the knowledge of the member.
5. The Recreation Area cannot be reserved exclusively for one group. The Association attempts to maintain reasonable control over the number of users. Members planning to sponsor private events at the Recreation Area with 10 or more invited guests must notify the Administrative Assistant at least 10 days in advance for scheduling and coordination purposes. Courtesy dictates such events should be scheduled at those times and dates which would cause a minimum of inconvenience for other members.
6. For safety purposes, the use of glass bottles is to be limited or avoided.
7. Only charcoal grill fires are permitted. Make sure to totally extinguish fires after use. No open fires are allowed.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

8. Plastic bottles, cans, etc., must be placed in proper waste containers.
9. Porta-Johns are provided for convenience and sanitary considerations; they are not to be used for trash receptacles!
10. Recorded music players, radios, live music etc., must be kept at a reasonable level so as not to disrupt the activities of others or close-by neighbors.
11. Foul and abusive language will not be tolerated in the Recreation Area.
12. Except for service animals, no pets are permitted in the Recreation Area.
13. Boats may be docked/tied to Association piers for no longer than 24 consecutive hours. After providing a 24-hour notice (verbal or written), the Board has the power and authority to direct the removal (tow) of a lot owner's private property. This will be at the lot owner's expense and risk. This includes any vehicle, trailer, watercraft, utility vehicle etc., improperly parked/docked in the recreation area more than a 24-hour limit.
14. Use of illegal drugs is prohibited as is underage consumption of alcohol.
15. TSA does not have a lifeguard on duty; therefore, swimming is at your own risk!
16. No camping or overnight stays are permitted.
17. People entering the Recreation Area must have their Recreation Area pass in their possession. If requested, the Recreation Area pass must be presented to verify right of use of the Recreation Area. A vehicle's license plate number must be noted on the Recreation Area pass. The Recreation Area pass must be displayed as follows: 1) for vehicles, hanging on the rearview mirror; and 2) for golf carts, either on the driver's side of the windshield or the driver's side of the golf cart below where the seat is. While in the Recreation Area, passes must remain with the vehicles and cannot be used for another vehicle.
18. No fireworks allowed at any time due to liability issue and Virginia State Law.
19. Golf carts must comply with TSA regulations and are allowed in marked/noted areas.
20. Vehicles entering must have current/proper State tags. Vehicles with Farm Tags are not to enter the Recreation Area.
21. No 18-wheelers, tractors, etc., are allowed in the Recreation Area.
22. Use of the boat ramp and boat docks is at your own risk, as TSA assumes no liability.
23. No firearms are permitted.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

24. In the event unauthorized or unruly persons refuse to leave the area or comply with said guidelines, law enforcement will be called and a report will be filed. Regarding the enforcement of these guidelines, TSA members should not act as police and risk the possibility of getting injured. If you feel there is something inappropriate going on, please call the police and report it.

25. Tanglewood Shores Association, Inc., its employees, management, and/or Board directors will **not** be held liable for any accidents, injuries, or be a party to any lawsuit that may be brought about by any use of the recreation area.

SECTION F: SWIMMING POOL

1. TSA's swimming pool is designated as a common property and, unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted in TSA's swimming pool is limited to:

- a. Association Members, their spouses, and dependents;
- b. Associate Members, their spouses, and dependents; and
- c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)

2. A Member may sponsor a guest's use of the pool and, prior to admitting a guest into the pool area, the Member must:

- a. Identify guests in person to the Community Center Attendant prior to entry into the pool area;
- b. Assure all guests sign the non-member guest register;
- c. Provide the Member's Lot #; and
- d. Initial the guest sign-in and remit, on-behalf of the guest(s), the required daily fee.

3. No "horse play" is permitted in or out of the pool.

4. Throwing furniture into or around the pool will result in expulsion from the pool area.

5. Food and beverage items may be consumed in either the pavilion or the pool area.

6. Glass items or bottles shall NOT be taken into the pool area.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

7. Children under the age of 12 must be accompanied by a person aged 14 or older.
8. A fee does not have to be paid for infants under one year old.
9. Only service animals are permitted in the pool area and they must be under control of the Member and not allowed to go into the pool
10. The Board may authorize the closing of the pool for scheduled social activities in which all Members, Associate Members and their guests are eligible to participate.
11. Radios, tape players, etc., may be taken into the pool area. The volume level must be such as not to interfere with the activities of others.
12. Foul and abusive language will not be tolerated in the swimming pool area.
13. Failure to comply with instructions of a Lifeguard, Operations Manager, Administrative Assistant, or Pro Shop Attendant will result in expulsion from the pool area.
14. After-hours use of the pool will be conducted pursuant to posted instructions.
15. Tanglewood Shores Association, Inc., its employees, management, and/or Board directors will ***not*** be held liable for any accidents, injuries, or be a party to any lawsuit that may be brought about by any use of the swimming pool.

SECTION G: TENNIS COURTS

1. TSA's tennis courts are designated as a common property and, unless specifically stated to the contrary, use of or participation in, activities, events, or functions conducted on TSA's tennis courts is limited to:
 - a. Association Members, their spouses, and dependents;
 - b. Associate Members, their spouses, and dependents; and
 - c. Bona fide guests of Association/Associate Members.
 - i. Association/Associate Members must sign-in all guests.
 - ii. Guest must conduct themselves in compliance to TSA's policies and procedures and this compliance is the responsibility of the Association/Associate Member.
 - iii. 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.)
2. Play is limited to two hours per group when others are waiting to play. During times of heavy use, players must use the signup sheet posted in the Pro Shop.
3. Members must identify guests by telephone or in person to the Pro Shop prior to play.

RULES & REGULATIONS FOR TSA'S AMENITIES (Cont'd)

4. Glass containers are not permitted on the courts.
5. Nets are to remain taut at all times, and fencing will not be climbed upon.
6. Radios, tape players, etc., are to be played at a reasonable volume level so as not to disrupt the activities of others.
7. Foul and abusive language will not be tolerated on the tennis courts.
8. Tanglewood Shores Association, Inc., its employees, management, and/or Board directors will ***not*** be held liable for any accidents, injuries, or be a party to any lawsuit that may be brought about by any use of the tennis courts.

Approved By:



Linda Adamos, President

Board of Directors

Dated: September 11, 2021

RULES & REGULATIONS FOR RENTAL PROPERTY

According to the Virginia Property Owners' Association Act (effective October 1, 2019) §55.1-1806. A. Except as expressly authorized in this chapter, in the declaration, or as otherwise provided by law, no association shall: 1. Condition or prohibit the rental to a tenant of a lot by a lot owner or make an assessment or impose a charge except as provided in § 55.1-1805; and B. The association may require the lot owner to provide the association with (i) the names and contact information of and vehicle information for the tenants and authorized occupants under such lease and (ii) the name and contact information of any authorized agent of the lot owner. The association may require the lot owner to provide the association with the tenant's acknowledgment of and consent to any rules and regulations of the association.

1. A lot-owner Member may rent to a tenant their lot, dwelling, or any improvements thereon located within the confines of the TSG&CC. All governing documents and Association rules and regulations apply to the Member's lot whether occupied by a Member or other lawfully designated person(s). Therefore, rental of the lot, dwelling or any improvements thereon, does not diminish the Member's obligation to comply with the TSA Protective Covenants and Agreements, Bylaws, or Rules and Regulations. Furthermore, Members accept the same degree of responsibility for tenants or any persons occupying the Member's property for an extended period of time, as a Member accepts for themselves or their family, guests, or other invitees.
2. The TSA Board of Directors shall hold the lot owner, not the tenant, as the responsible individual for all matters relating to breaches of TSA rules, regulations, and governing documents; and the enforcement process shall be in accordance with the Protective Covenants and Agreements and Bylaws-
3. The lot-owner Member is responsible for seeking an appropriate remedy with their tenant(s).
4. Unless a tenant/renter becomes an Associate Member, he/she is not entitled to use any Association common properties other than the roads. Non-owner residents who do not become Associate Members are not allowed to use any common properties as a guest of a Member or Associate Member.
5. The following information on tenants and authorized occupants shall be provided to the Association's office manager by the lot-owner Member prior to the non-owner residents start of occupancy.
 - a. The name(s) of the non-owner resident(s)
 - b. The street address and lot number of the dwelling
 - c. The contact information of tenants and authorized occupants
 - d. Vehicle information for tenants and authorized occupants
 - e. The proposed duration of the occupancy.
 - f. TSA Form R with lot-owner Member's and renter/non-owner resident's original signatures acknowledging both parties are informed of and agree to abide by TSA Rules and Regulations for Rental Properties.


Rental Properties - Terms and Conditions:

1. For the purposes of these Rules and Regulations, a renter is any person(s) or entity:
 - a. Occupying any dwelling, structure, or other improvement located on any lot in TSG&CC, and
 - b. Not considered as a Member's dependent for federal income tax purposes, and
 - c. Has no standing, expressed or implied, as a Member (lot-owner) or Associate Member (non-owner).

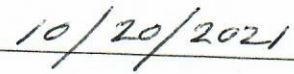
2. TSA acknowledges two distinct rental categories:
 - a. A Temporary Occupant is any person or entity who rents or occupies a dwelling, structure, or other improvement located on a lot within TSG&CC for a limited rental period typically associated with a vacation - usually for periods of one (1) to thirty (30) calendar days in duration.
 - b. A Long-term Occupant is any person or entity who:
 - i. Does not otherwise meet the definition of temporary occupant, and
 - ii. Establishes an address within TSA as permanent address or a place of residency for any lawful purpose (mail delivery, voting, tax residency, legal residence, etc.), or
 - iii. Rents or occupies the same dwelling, structure, or other improvement located on a lot within TSG&CC for a period of time exceeding 30 cumulative days per calendar year

3. Rejection of the Associate Membership application is a denial of access to and use of any TSA Common Property by the applicant. It does not impact the lot-owner Member's TSA rights and privileges.

4. The lot-owner Member retains the obligation to remit payment for the Annual Maintenance Assessment (AMA), any Capital Improvement Assessment (CIA), and all Special Assessments (SA) in accordance with the Protective Covenants and Agreements, Articles IV and V.



Mark Lydzinski, BOD President



Date