

**BYLAWS**  
**of the**  
**Calmes Neck Property Owners Association, Inc.**  
**Amended May 20, 2023**

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**BYLAW I: NAME AND LOCATION**

**Section 1.** The name of the association is Calmes Neck Property Owners Association, Inc., referred to herein as the CNPOA.

**Section 2.** The CNPOA does not have a physical office. The CNPOA mailing address and registered office is 3579 Calmes Neck Lane, Boyce, VA 22620-2649.

**BYLAW II: DEFINITIONS**

The capitalized terms used in the Bylaws are defined in Appendix A of the Articles.

**BYLAW III: PURPOSE**

The Purpose of the CNPOA is set forth in Article III.

**BYLAW IV: MEMBERS' RIGHTS**

**Section 1.** Members' rights, including voting rights, are set forth in Article IV.

**Section 2.** Members in Good Standing shall be entitled to one (1) vote for each Ownership Unit.

**Section 3.** Members in Good Standing shall be entitled to use the Recreation Area and Pool.

**Section 4.** Members' rights, including voting and use of the Recreation Area and Pool, may be suspended by the Board following the Due Process Protocol for those Members not in Good Standing.

**Section 5.** Members' rights shall terminate upon the sale or conveyance of the Member's ownership interest. None of the rights, interests, or privileges of a Member may be exercised after the Member ceases to be an Owner, or in the case of a Voluntary Member, withdraws as a Member.

**BYLAW V: MEETINGS**

**Section 1.** Meetings are intended to be held in person. When Meetings cannot be held in person, Emergency Meetings may be necessary. As defined in the Articles, an Emergency Meeting may be held (a) in times of emergency declared by the federal, state, or local government which prohibits or restricts in-person meetings; (b) because of weather, or other events which make in-person meetings or travel unsafe; or (c) an emergency which affects the safety, health, or general welfare of the CNPOA or its Members.

Meetings, including Annual (Spring or Fall), Special, and Board Meetings may be conducted in times of emergency by telephone or video conference if reasonable and prudent. A notice with instructions for attending shall be e-mailed to the Members at least twenty-four (24) hours prior to the Meeting. The notice periods for Annual, Special, and Board Meetings still apply.

All votes at Meetings shall be a majority vote, unless otherwise specified in the Articles or Bylaws.

**Section 2.** Notice of a Meeting shall state the type of meeting, date, time, location, purpose and/or agenda, and shall be e-mailed to the Members. For purposes of the notice period, the day of the Meeting shall not be counted in the calculation. The date of the notice shall be the record date for determining the Members entitled to vote.

**Section 3.** An Annual Meeting shall be held at least once a year. The CNPOA may hold more than one (1) Annual Meeting in a calendar year. The Board in its discretion may hold a Combined Annual Meeting. The Annual Meeting held in the Spring shall be referred to as the Spring Meeting and shall be held for the purpose of electing Board members, receiving reports, and transacting other business. The Annual Meeting held in the Fall shall be referred to as the Fall Meeting and shall be held for the purpose of approving the Annual Assessment and Annual Operating Budget for the following year, receiving reports, and transacting other business. Notice of Annual Meetings shall be e-mailed to the Members twenty-one (21) days prior to the Annual Meeting or twenty-five (25) days prior if it includes a proposed amendment to the Articles.

**Section 4.** Special Meetings may be scheduled by the President or by a resolution of the Board. A Special Meeting shall be scheduled if a written petition is submitted to the Board requesting a Special Meeting and is signed by twenty percent (20%) of the Members in Good Standing. Notice shall be e-mailed to the Members at least ten (10) days prior to the Special Meeting.

**Section 5.** Board Meetings shall be held for the purpose of receiving reports and transacting other business. The Board may also take action without a Board Meeting through e-mail by a majority vote of the Board. The action shall be ratified at the next Board Meeting and recorded in the Meeting minutes. If a Board member objects to the action, the Board will not take the action without a Board Meeting. The basis of the objection and outcome arising from not taking the action shall be recorded in the Meeting minutes.

Members are welcome to attend Board Meetings and submit their matters to the Board for consideration. Members should submit their matter in writing no later than eight (8) days prior to the next Board Meeting so that the Board can include it on the agenda to be e-mailed to the Members seven (7) days prior to the Board Meeting.

If possible, scheduling the next Board Meeting will take place at the conclusion of each Board Meeting. If this is not possible, the Board will schedule it through e-mail. After the Board has agreed on the date, time, and location, the Board will e-mail the information to the Members.

**Section 6.** The Secretary, a Board member, or appointed designee shall take Meeting minutes. Actions taken during the Meeting and/or approved to be taken shall be recorded in the Meeting minutes. The minutes shall be approved by the Board and shall be posted on the CNPOA website.

Draft minutes of Annual and Special Meetings shall be approved by the Board and posted on the CNPOA website. The draft minutes shall be submitted to the Members for approval at the next Annual Meeting and shall be re-posted on the CNPOA website.

**Section 7.** In an Annual or Special Meeting, Members in Good Standing shall be entitled to one (1) vote for each Ownership Unit and may vote in person or by proxy. Proxies shall be filed by the Secretary in the CNPOA records. The name of the Member and the proxy holder shall be recorded in the Meeting minutes for which the proxy was submitted.

Proxies may be received prior to the Meeting or submitted by the designated proxy holder when they sign in at the Meeting. Written proxies must include the Member's signature matching the Member's signature on file in the CNPOA records. Electronic proxies must meet requirements established by the Board and set forth on the proxy form to ensure the identity of the Member and must be capable of retrieval in paper format.

Proxies may be revoked by the submitting Member, prior to or when they sign in at the Meeting for which the proxy was submitted. Proxies expire at the adjournment of the Meeting for which the proxy was recorded. Members may give their proxy to a Member or non-Member, so long as the proxy holder is of legal capacity.

## **BYLAW VI: BOARD DUTIES AND RESPONSIBILITIES**

**Section 1.** The CNPOA Business and Affairs shall be managed by a five (5) member Board, who shall be Members in Good Standing and shall be elected by the Members.

**Section 2.** The Board shall manage the CNPOA Business and Affairs in furtherance of the Purpose set forth in Article III and in accordance with the Nonstock Act and Governing Documents.

**Section 3.** The Board shall maintain a record of its Business and Affairs and provide a statement thereof at Meetings. The Treasurer shall have the CNPOA check register at Meetings.

**Section 4.** The Board may appoint and remove officers, employees, appointees, or other agents of the CNPOA, prescribe their duties, and fix their compensation.

**Section 5.** The Board may request that a Board member who is absent from three (3) consecutive Board Meetings or from five (5) Board Meetings in a twelve (12) month period resign or include on the agenda at the next Annual Meeting a recommendation that the Members vote on whether to remove the Board member.

**Section 6.** The Board shall submit an Annual Operating Budget, based on the Annual Assessment, for review and approval of the Members at an Annual Meeting before the start of the new year. The proposed Annual Operating Budget shall itemize the projected revenue and expenses to conduct the CNPOA Business and Affairs. This includes managing the taxes, insurance, and administrative costs, and maintaining the following: (a) Depreciable Assets, (b) Common Areas, and (c) the sections of Calmes Neck Lane over which the CNPOA has an agreement to maintain.

**Section 7.** The Board shall prepare a Reserve Study for the CNPOA at least every five (5) years for review and approval of the Members at an Annual Meeting. The Reserve Study will itemize the annual and total amount necessary to fund the estimated replacement cost for each Depreciable Asset, and the estimated amount of annual Reserve Fund contribution necessary to fund replacement costs. The Board will review the Reserve Study when preparing the Annual Operating Budget.

Reserve Funds that have been approved by the Members as Emergency Funds may be accessed by the Board with immediate notice to the Members. Reserve Funds designated for Depreciable Assets may be accessed by the Board only after approval of the Members. The Board may replace Depreciable Assets which require frequent repair, replacement, or restoration from the Annual Operating Budget.

## **BYLAW VII: BOARD CONDUCT**

**Section 1.** The Board shall follow the "good faith business judgment rule" set forth in Section 870 of the Nonstock Act. The Board shall act with due care, in good faith, and in the best interests of the CNPOA and be mindful that they are accountable to the Members for the following:

- (a) To prepare for, attend, and participate in Board and committee Meetings.
- (b) To keep up to date on the Governing Documents.
- (c) To respect the confidentiality of sensitive information known due to Board service.
- (d) To exercise authority as a Board member only when acting in a Board Meeting or as may be delegated by the Board.

**Section 2.** The Board shall follow the Code of Ethics set forth below:

- (a) To treat Members with respect.
- (b) To be open and receptive to communication with Members.
- (c) To clearly differentiate one's personal views from applicable Governing Documents when communicating with Members.
- (d) To apply the applicable Governing Documents objectively and consistently when interacting with Members.
- (e) Not to interact unilaterally with Members on interpretation of applicable Governing Documents, unless delegated by the Board.

- (f) To be honest in dealings with the CNPOA.
- (g) To disclose conflicts of interest prior to Board decisions.
- (h) To identify and address unethical conduct by Board members.

**Section 3.** The CNPOA relies heavily on volunteers, who are often spouses, partners, and/or other family members of Board members. Hiring or appointing family members of a Board member may be perceived as a conflict of interest.

Pursuant to Section 871 of the Nonstock Act, conflict-of-interest transactions are transactions in which a Board member has an interest that precludes the Board member from being a disinterested Board member. A conflict-of-interest transaction is not a violation of the Code of Ethics or voidable solely because of the Board member's interest in the transaction, if the following is true:

- (a) The material facts of the transaction and the Board member's interest were disclosed or known to the Board, and the Board authorized, approved, or ratified the transaction; and
- (b) The transaction was fair to the CNPOA.

These transactions are authorized, approved, or ratified if they are approved by a majority of disinterested Board members. A transaction shall not be authorized, approved, or ratified under this section by a single Board member. If a majority of the disinterested Board members vote to authorize, approve, or ratify the transaction, a Quorum of the Board must be present. The presence of, or a vote cast by, a Board member who is not disinterested does not affect the validity of an action taken under the paragraph above if the transaction is otherwise authorized, approved, or ratified as provided above.

An authorized, approved, or ratified conflict-of-interest transaction shall not be the subject of a grievance, so long as it meets the standards of this Section.

**Section 4.** The Board shall follow the grievance process set forth herein. The purpose of the grievance process is to address violations of the Code of Ethics. Grievances must pertain to matters that are either reviewable or actionable by the Board. It is not for every complaint and/or disagreement about how the Board manages the Business and Affairs of the CNPOA. Grievances must be brought in good faith and be meritorious. The grievance shall not be a basis for delaying Board action and/or to prejudice the legal rights of the CNPOA.

A Member in Good Standing who has evidence that the actions of the Board or a Board member are in violation of the Code of Ethics may submit a grievance to the Board. The Member must first submit the written grievance in person at a Board Meeting so that the Board can fairly address it. The written grievance and discussion will be included in the Meeting minutes and CNPOA records.

The Board shall examine each grievance in good faith and shall have the opportunity to respond and/or resolve the grievance in a reasonable and timely manner. If the Board determines that the grievance is brought in bad faith, without merit, or without evidence, the Board will reject the grievance. If the Board determines that the grievance is brought in good faith and has merit, the Board will attempt to resolve the grievance. The Board shall report the grievance and the resolution to the Members at the next Annual Meeting.

If a resolution cannot be achieved by the Board, the grievance will be submitted to the Members at the next Annual Meeting. The Members will vote on (a) whether the grievance has merit, and (b) if it has merit, how to resolve the grievance. The written grievance and discussion will be included in the Meeting minutes and CNPOA records.

## **BYLAW VIII: OFFICERS**

**Section 1.** The officers are the President, Vice President, Secretary, and Treasurer. The President and the Vice President must be members of the Board. One (1) Person may hold only one (1) office. If a vacancy in an office occurs, another officer, or the full Board, may fulfill the duties as an acting officer until a replacement can be elected. At the first Board Meeting following the election of Board members at an Annual Meeting, the Board will elect officers, or if a vacancy occurs.

**Section 2.** The President presides at Meetings, sees that orders and resolutions of the Board are carried out, and signs written instruments and contracts approved by the Board.

**Section 3.** The Vice President acts in place of the President in the event of the President's absence or inability to act, or when requested by the President.

**Section 4.** The Secretary maintains the Meeting minutes. After approval, the minutes shall be posted on the CNPOA website. The Secretary also serves as custodian of the CNPOA files and records; maintains a list of the Members, which includes their e-mail and mailing addresses; and files and submits required documentation with the State Corporation Commission.

**Section 5.** The Treasurer receives and deposits the CNPOA money in the CNPOA bank accounts. The Treasurer may make disbursements in the ordinary course of business within the limits of the budget categories of the Annual Operating Budget. The Board must authorize and record in the Meeting minutes disbursements outside the ordinary course of business.

- (a) The Treasurer signs checks and notes of the CNPOA. Checks and notes for greater than \$750.00 shall also be signed by the President, the Vice-President, or the Secretary, provided at least one (1) signer is a Board member. The Treasurer shall maintain current records of the bank accounts and shall prepare the Annual Operating Budget for Board consideration and submission to the Members for approval at an Annual Meeting.
- (b) The Treasurer shall provide a financial summary at Meetings. The summary shall include (1) balances in each account, and (2) year-to-date revenue and expense balances.
- (c) The Treasurer shall e-mail to the Members a financial report of the prior year no later than January 30. The report shall include (1) balance of funds in each account, (2) revenue and expenses in each account, (3) comparison of revenue and expenses between the Annual Operating Budget and actual, and (4) updated Reserve Study Table, allocating the annual Reserve Fund contribution and interest.

## **BYLAW IX: ASSESSMENTS**

**Section 1.** The Annual Operating Budget is based on the Annual Assessment and shall be approved by the Members at an Annual Meeting.

**Section 2.** Special Assessments, necessary to fund capital acquisitions, improvements, or extraordinary maintenance requirements, shall be approved by the Members at an Annual Meeting or Special Meeting called for that purpose. The Treasurer shall ensure that (a) the proceeds of the Special Assessments are applied only to the purposes approved by the Members, (b) an accounting of the money be maintained, and (c) the status of the money be reported to the Members. Special Assessment money not applied to the purpose for which it was collected shall be refunded. Individual Members may choose to contribute their refund to the CNPOA for a specific purpose (Annual Operating Budget, savings, or Reserve Fund) or to be allocated at the Board's discretion.

**Section 3.** The Board is authorized to impose on Owners who do not pay the Annual Assessment by the deadline a \$50 late fee plus one percent (1%) interest per month on the unpaid balance. If the Board is required to pursue legal action to collect, the Board is authorized to seek the recovery of the CNPOA's legal expenses from the Owner.

The Board is also authorized to charge reasonable fees for (a) gate AWID entry cards, gate remote controls and visor clips, and parking permits, (b) preparation of disclosure packages, and (c) road damage caused by new home or other construction.

**Section 4.** Annual Assessments are non-refundable to CNES Owners, when an assessed CNES lot becomes an unassessed lot. A lot would become unassessed, pursuant to CNES Protective Covenant 6(a), if it is the second lot acquired by a CNES Owner, and it is unimproved.

## **BYLAW X: RULES**

**Section 1.** The Rules for Common Areas of the CNPOA (Rules) govern the use of and conduct within the Common Areas. The Rules may be amended (a) by the Board, or (b) by the Members at an Annual Meeting where a Quorum is present, provided the text of the current Rule(s) and proposed amendment and/or the proposed new Rule(s) have been e-mailed to the Members at least twenty-one (21) days prior to the Meeting. The date of the Meeting shall not be counted in the calculation of the twenty-one (21) day notice period. The date of the notice shall be the record date for determining the Members entitled to vote. Amendments to the Rules shall not take effect until notice of the amendment has been e-mailed to the Owners.

**Section 2.** The CNES Rules and Regulations (CNES Rules) were issued pursuant to CNES Protective Covenant 2 and provide a detailed interpretation of the intent of the CNES Protective Covenants. The CNES Rules may be amended by (a) CNES Owners, or (b) the Members to the extent that such matters affect financing or maintenance costs, including Annual and Special Assessments and/or Annual Operating Budget. The Board may propose amendments to the CNES Rules and provide notice as set forth below.

The CNES Rules may be amended at an Annual Meeting where a Quorum is present, provided the text of the current CNES Rule(s) and proposed amendment and/or the proposed new CNES Rule(s) have been e-mailed to the Members at least twenty-one (21) days prior to the Meeting. The date of the Meeting shall not be counted in the calculation of the twenty-one (21) day notice period. The date of the notice shall be the record date for determining the Members entitled to vote. Amendments to the CNES Rules shall not take effect until a notice of the amendment has been e-mailed to the CNES Owners.

## **BYLAW XI: LIMITATIONS**

**Section 1.** The Board members' personal assets shall not be subject to the debts, obligations, or liabilities of the CNPOA.

**Section 2.** In an action brought by or in the right of the CNPOA, or brought by or on behalf of a Member, Members, or non-Members, arising out of a single transaction, occurrence or course of conduct, there shall be no damages assessed against an officer or Board member. This shall not apply to causes of action which may have existed on the date of its first adoption, June 24, 2017.

## **BYLAW XII: AMENDMENT**

**Section 1.** The Bylaws may be amended by a two-thirds (2/3) vote of the Members voting in person or by proxy at an Annual Meeting where a Quorum is present, provided the text of the current Bylaw and proposed amendment and/or proposed new Bylaw shall be e-mailed to Members at least twenty-one (21) days prior to the Meeting. For purposes of the twenty-one (21) day notice period, the day of the Meeting shall not be counted in the calculation. The date of the notice shall be the record date for determining the Members entitled to vote.

**Section 2.** The Bylaws were adopted by the Board on November 13, 1993. The Bylaws were amended by the Members and/or the Board on the following dates:

- (a) Amended by the Members November 4, 1995, April 25, 1998, November 6, 2004, May 15, 2010, May 19, 2012, October 26, 2013, October 25, 2014, November 5, 2016, June 24, 2017, and May 18, 2019.
- (b) Amended by the Board April 23 and 25, 2020 (Emergency Bylaw V—Due to Executive Order 55—COVID-19), pursuant to Nonstock Act, Emergency Bylaws §13.1-824(B). The emergency bylaws were no longer effective after May 28, 2021.
- (c) Amended by the Members October 30, 2021 and May 20, 2023.

## **BYLAW XIII: CONFLICT BETWEEN GOVERNING DOCUMENTS**

**Section 1.** If there is a conflict between the Articles and/or Bylaws and the Protective Covenants the Protective Covenants shall govern. If there is a conflict between the Articles and Bylaws, the Articles shall govern.

## APPENDIX A

### Owners Eligible To Be Members

Article IV and Article Appendix A(17) define Members and set forth their rights.

#### AUTOMATIC MEMBERS

The Owners of the following lots with CNES Protective Covenants shall be automatic Members.

##### **Calmes Neck Estates Subdivision—CNES:**<sup>1</sup>

1, 2, 3, A, B, C, 8, 9, 19, 20, 21, 22, 23, 25, 26, 28, 29, 30, 31, 33-A, 35, 36, 37, 38, 39, 44, 55, 64A, 65A, 67, 68, 69, 70, 71, 72, 73, 74, 76, 77, 81A, 87, 88, 89, 91, 93, 94, 95, 96, 97, and the Copenhaver Tract "Hickory Knob."

#### VOLUNTARY MEMBERS

The Owners of the lots with the following Protective Covenants may become voluntary Members.

##### **CNE Independent Lots—CNE IL:**<sup>2</sup>

40, 41, 42, 43, 66, 84

##### **Burwell-van Lennep Foundation—B-vLF:**<sup>3</sup>

11, 12, 13, 14, 15, 16, 17, 18

##### **Blue Yonder Subdivision—BYS:**<sup>4</sup>

A-1, B, C, D, E, F, G, H

##### **River Glen Subdivision—RGS:**<sup>5</sup>

1, 2, 3, 4, 5

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<sup>1</sup> CNES Protective Covenants have been amended three (3) times since 1975, and the current amendment was recorded in the land records on August 16, 2017 and became effective January 1, 2018. Pursuant to the preamble, "Each owner of a lot subject to this 2017 Declaration of Amended Covenants shall automatically, by virtue of such ownership, be a member of Calmes Neck Property Owners Association."

<sup>2</sup> CNE Independent Lots are not contiguous but are within the original plat of Calmes Neck Estates (CNE). They were among the first 26 properties sold by the developer Double E from 1960-1966. The Protective Covenants on the CNE Independent Lots were placed on them in 1961 and 1962 and recorded in the land records as lots within CNE. There are only six (6) remaining properties with these Protective Covenants. They are "independent" from CNES and CNES Protective Covenants even though they are located within the same plat. These lots may also be referred to as \$5 Lots.

<sup>3</sup> Burwell-van Lennep Foundation lots are contiguous and are within the original plat of CNE. They were sold by the developer Double E in 1983. The B-vLF Protective Covenants became effective on September 19, 1983.

<sup>4</sup> Blue Yonder Subdivision lots are contiguous and are located on the ridge along Calmes Neck Lane. They were sold by the developer Double E in 1983. The BYS Protective Covenants were placed on the BYS Lots on April 21, 1989, and they were last amended on October 27, 2007.

<sup>5</sup> River Glen Subdivision lots are contiguous and are within the original footprint of CNE. They were sold by the developer Double E in 1983. The RGS Protective Covenants were placed on the RGS Lots on April 10, 2006, and the disputed RGS Protective Covenants were placed on the RGS Lots on February 20, 2020.