

# **Bluewater**

**PROPERTY OWNERS ASSOCIATION**

**One South Bluewater Boulevard**

**Mineral, VA 21117**

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**By-Laws**

**Articles of Incorporation**

**Covenants, Conditions and Restrictions**

**Architectural Rules and Guidelines**

**Security Policy, Procedures and Guidelines**

**Marina Rules and Regulations**

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## BYLAWS OF BLUEWATER PROPERTY OWNERS ASSOCIATION, INC.

### Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS.

**1.1. Name.** The name of the Association is the Bluewater Property Owners Association, Inc. (hereinafter referred to as the "Association"), an incorporated association comprised of Owners of Lots in the Bluewater Community, Mineral District, Louisa County, Virginia.

**1.2. Definitions.** The words used in these Bylaws shall have the same meaning as set forth in the Declaration and as set forth below, unless the context or documents provide otherwise:

- (a) **"Declaration"** shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions ("Declaration" applicable to the Properties recorded in the Land Records of Louisa County, Virginia, in Deed Book 559, at Page 395, as amended.
- (b) **"Common Area"** shall mean all real property owned by the Association, including, but not limited to, private roads and all appurtenances thereto and improvements thereon, for the common use and enjoyment of the Members of the Association.
- (c) **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of Bluewater Sections I, II, III, IV, and V and subject to the Declaration with the exception of the Common Areas.
- (d) **"Properties"** shall mean all of the Lots and Common Areas, including private roads within the Bluewater subdivision of the Mineral District of Louisa County, Virginia which are subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Deed Book 559, Page 395, as amended, and as are more fully described therein.
- (d) **"Majority"** shall mean more than fifty percent (50%) of the votes of the Owners present in person or by proxy.
- (f) **"Member"** shall mean and refer to every person or entity who is a record or legal Owner of any Lot within the Properties.

- (g) "Member in Good Standing" means an owner who is not delinquent in payment of charges or assessments and is not currently under suspension of privileges of membership.
- (h) "Owner" shall mean and refer to the owner of record, as recorded among the land records of Louisa County, Virginia, whether one or more persons or entities, of any Lot which is a part of the Bluewater Properties as more fully described in this Declaration, including any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while such agreement is in effect, but excluding those having such interest merely as security for the performance of an obligation.

## **Article 2. MEETINGS OF THE MEMBERS.**

**2.1. Membership.** The Association shall have one (1) class of Membership, as is more fully set forth in the Declaration. Every person or entity who is a record Owner of any Lot Included within the Properties shall be a Member of the Association. Ownership of the requisite property interest shall be the sole qualification for the Membership.

**2.2. Place of Meetings.** Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors.

**2.3. Annual Meetings.** The annual meeting of the Association shall be held during the month of May each year at a date, place, and time set by the Board of Directors. The annual meeting shall be held for the purpose of announcing the results of the election of directors, the voting of which is conducted by mail, and for the transaction of such other business as may properly come before the meeting.

**2.4. Special Meetings.** The President or Chairman of the Board of Directors may call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Members holding at least twenty percent (20%) of the total eligible votes of the Association.

**2.5. Notice of Meetings.** It shall be the duty of the Secretary to mail or direct to be mailed, postage prepaid, to the Owner of record of each Lot, a notice of each annual or special meeting of the Association stating the date, time, and place where it is to be held. If an Owner wishes notice to be given at an address other than his Lot, he must designate such other address in writing by notice to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of

notice. Notices shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger, sale of assets or dissolution, shall be given not less than twenty-five (25) nor more than sixty (60) days before the meeting. In the case of a special meeting or when required by statute, the purpose of the meeting shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. Notice may also be published in a newspaper or other manner allowed by law.

**2.6. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by a Member of notice of the time, date, and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order.

**2.7. Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting or represented by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was scheduled, without notice other than announcement at the meeting. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**2.8. Voting.** The voting rights of the Members shall be as set forth in the Declaration. Each member of the Association shall be entitled to one vote for each numbered and recorded Lot in the Bluewater subdivision owned by the Member, but at no time shall there be more than one vote per Lot. When a Lot has multiple Members, the vote of the Lot, if cast by the Lot Owner Members in person, shall be exercised as the Owners themselves determine. If, however, the Members cannot agree, the vote will not be counted. If only one Member from a particular Lot is present at the meeting of the Association, that person shall be entitled to cast the vote of the Lot and the consent of any other Lot Owner Members shall be conclusively presumed. Unless a specific percentage is required elsewhere in the Declaration or Bylaws, all decisions shall be by a majority vote. Cumulative voting shall not be permitted.

**2.9. Suspension of Voting Rights.** No Owner shall be eligible to vote or be elected to the Board of Directors if: a) that Owner is delinquent in assessment or charges, or b) the Owner's voting rights have been suspended for violations of the provisions of the Declaration, Bylaws or rules.

**2.10. Proxies.** At all meetings of Members and for all authorized and properly constituted actions of the Association, each Member may vote in person, by proxy, consent or ratification. All proxies shall be in writing, signed by the Owner(s) of record, dated and filed with the Secretary before the call for a vote. Unless otherwise provided in the proxy, every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, upon written revocation, presence by the Member at the meeting or upon the expiration of eleven (11) months from the date of the proxy, unless a longer time is specifically set forth in the proxy.

**2.11. Quorum.** Except as provided elsewhere in the Declaration, the Owners of Lots to which ten percent (10%) of the eligible votes belong shall constitute a quorum of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**2.12. Acts of Association.** The act of a Majority of the votes cast, in person or by proxy at a meeting or by consent or ratification, provided that a quorum has been obtained, shall constitute the act of the Association unless a greater number or percentage is required by law, the Declaration, Articles of Incorporation, or these Bylaws.

**2.13. Presiding Over Meetings.** The President or his designee shall preside over all meetings of the Association. The Secretary or his designee shall keep the minutes of the meeting and record in a minute book all resolutions adopted and all transactions which occur at the meeting.

**2.14. Conduct of Meetings.** The Board of Directors shall control all regular and special meetings of the Association and the Board of Directors in a fashion not in conflict with statute, the Articles of Incorporation, Declaration and these Bylaws, and may rely on Robert's Rules of Order to conduct any such meetings.

### **Article 3. BOARD OF DIRECTORS: NUMBER, QUALIFICATIONS, MEETINGS.**

**3.1. Governing Body: Composition and Qualifications.** The affairs of the Association shall be governed by a Board of Directors who must be at least twenty-one (21) years of age and Members of the Association in "good standing" as defined elsewhere in these Bylaws. No two or more persons from one Lot or the same family may simultaneously serve on the Board. No Member may be elected to the Board or continue to serve who is delinquent in assessments which are due to the Association or whose voting rights are suspended for a violation of the Declaration, these Bylaws or any duly adopted rules or regulations.

**3.2. Number of Directors.** The Board shall be composed of an odd number of directors and shall consist of no less than three (3) and no more than seven (7) Members as such number is determined by resolution of the Board prior to the annual meeting. No resolution shall terminate the position of an existing Board Member prior to the expiration of his term.

**3.3. Nomination of Directors.** Candidates for election to the Board of Directors may be nominated by a Nominating Committee or upon petition of five percent (5%) of the Members in good standing, as is defined by Section 1.2(g) of these Bylaws, presented to the Board or Nominating Committee before the deadline for submission of nominees as may be determined by the Board of Directors. All candidates shall be given a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Nominating committee shall serve at the pleasure of the Board of Directors.

**3.4. Election of Directors.** All Members of the Association who are eligible to vote may vote on all Directors to be elected. Unless otherwise provided by resolution of the Board, elections for Board members shall be by written, secret ballot and shall be conducted by Mail, pursuant to the following nomination and election procedure:

A. Appointment of the Nominating Committee:

(1) The Board of Directors shall appoint a Nominating Committee which will serve from appointment until the ballots are mailed. The Nominating Committee shall consist of not less than three (3) members in good standing, at least one of whom is a Director or an appointed officer, and at least one of whom is neither a Director nor an appointed officer.

(2) The members of the Nominating Committee shall appoint a Chairman and may appoint a Secretary to assist them with their administrative duties.

B. Prior to January 15, of the year elections are to be held, any member in good standing may file with the Chairman of the Nominating committee a statement of his or her candidacy for election as a Director of the Association for the following term or may place another member's name in nomination for the same position. The nominee shall provide a brief biographical statement as required by the Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall determine suitable and, together with any statement of candidacy filed independently prior to the aforementioned cut-off date, shall prepare a list of nominees for consideration by the members of the Association.

C. Ballots shall be prepared and mailed by the nominating committee or an authorized agent to each member entitled to vote. These ballots shall be mailed simultaneously with the mailing of the notice of the annual meeting. The ballot shall describe the vacancy or vacancies to be filled; shall set forth

the full list of nominees with a brief biographical description of each nominee; and shall list the Directors who will remain on the Board for the coming year.

D. Each member entitled to vote shall receive one (1) ballot for each lot for which he or she is the voting member, a set of return envelopes for each ballot pre-marked to conform to the verification procedure described herein; and complete instructions for the return of such ballots. Ballots shall be verified and accounted for as follows:

1. Each ballot shall be sealed in the envelope marked BALLOT but not marked in any other way. Each BALLOT envelope shall contain only one (1) ballot. Members will be cautioned that the inclusion of more than one ballot in the BALLOT envelope shall invalidate the return.

2. The BALLOT envelope shall be sealed in the external envelope which shall be marked by the member with his or her name, lot number, signature, and any such other information as the Nominating Committee may determine will serve to establish the member's right to cast the vote contained therein.

3. The EXTERNAL envelope with the BALLOT envelope contained therein shall be returned to the Teller Committee at such address as the Teller Committee shall determine, and must be received at that mailing address no later than ten (10) days prior to the annual meeting.

E. At least one week prior to the mailing of ballots by the Nominating Committee, the Board shall have appointed a Teller Committee consisting of three members; one of whom is a Director whose term in office will not be terminated by the coming election, an appointed officer, and a member in good standing who is neither of these. The Teller Committee will serve only for the period concluding with the annual meeting.

The Teller Committee shall:

1. Receive the ballots by mail at the address previously provided to the Nominating Committee.

2. Immediately upon receipt, each EXTERNAL envelope shall be placed unopened in a secured location until the day fixed by the Board of Directors for the counting of ballots.

3. Determine that the member submitting the EXTERNAL envelope is a member in good standing, and only one (1) EXTERNAL envelope has been submitted for each lot.

4. Assure that the vote(s) of any member is not compromised to anyone, including the Teller Committee itself, by opening the EXTERNAL

envelopes, removing the BALLOT envelopes, and placing the EXTERNAL and BALLOT envelopes in two separate piles. When all acceptable returns have been thus separated, the EXTERNAL envelopes shall be placed together in an envelope so designated and the envelope sealed before proceeding with the vote count.

5. The Teller Committee shall then proceed to the opening of the BALLOT envelopes and the counting of votes. If a BALLOT envelope is found to contain more than the prescribed number of votes, all such votes shall be invalidated. Invalidated (disqualified) votes shall be placed together in an envelope so designated and the envelope sealed.

F. After agreement is reached by the Teller Committee on the number of votes received, the Teller Committee shall report the results of the election in writing to the Secretary of the Association who will record the results and pass them to the Chairman of the Board.

G. The Chairman of the Board shall announce the results of the election at the annual meeting. The terms of office of the newly elected Director(s) shall commence immediately following the annual meeting.

H. The Secretary of the Association shall retain all EXTERNAL envelopes, BALLOT envelopes, ballots, and statements of candidacy for a period of six (6) months after the annual meeting.

**3.5. Term of Office.** The term of office shall be two (2) years. The Members of the Board shall be deemed to hold office until the first meeting of the Board of Directors held after their successors have been elected by the Association or appointed by the Board. At the expiration of the term of office of each Member of the Board, a successor shall be elected to serve for a term of two (2) years. Directors shall also be elected by the Members at the next scheduled election of directors to fill any unexpired term of any vacancies in the Board of Directors. The terms of the Directors shall be staggered as follows: a) in the event there are seven members of the Board, every other year, four positions shall be scheduled for re-election; b) if there are five members of the Board, every other year, three positions shall be scheduled for re-election; and c) if there are three members of the Board, every other year, two positions shall be scheduled for re-election.

**3.6. Removal of Directors.** At any regular or special meeting of the Association duly called, any one (1) or more of the Members of the Board of Directors may be removed, with or without cause, by a vote of the Majority of all the eligible votes of the Association and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least fourteen (14) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any Director who has two (2) consecutive

unexcused absences from scheduled Board meetings, who is delinquent for more than sixty (60) days in the payment of any assessment, including, but not limited to, rules violation charges or who is in violation of covenants or rules for more than sixty (60) days, all in accordance with the Declaration, these Bylaws and the rules, may be removed by a Majority vote of the directors at a meeting of the Board of Directors if a quorum is present.

**3.7. Vacancies.** Vacancies in the Board of Directors caused by death, resignation or any other reason, except the removal of a Director by vote of the Association, shall be filled by appointment by the Chairman, subject to Board approval. Each person so appointed shall serve until the completion of the unexpired term.

**3.8. Organizational Meeting.** The first meeting of the newly elected Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors.

**3.9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the regular schedule shall constitute sufficient notice of the meetings. Meetings shall be open to the Members except when closed as permitted by law.

**3.10. Special Meetings.** Special meetings of the Board of Directors shall be held when requested by the President, Chairman, or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) personal delivery, (b) written notice by first class mail, postage prepaid; (c) telephone or facsimile communication, either directly or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. Notices sent by first class mail shall be deposited into a United States Postal Service mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, telegraph company or other means shall be given at least forty-eight (48) hours before the time set for the meeting.

**3.11. Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs: a written waiver of notice; a consent to the actions taken; or an approval of the minutes. Notice of a meeting shall be deemed given to any director who attends the meeting without protesting the lack of adequate notice before or at the commencement of the meeting.

**3.12. Quorum of Board of Directors.** At all meetings of the Board of

Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a later time. At such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.13. Reimbursement.** No compensation shall be paid to the Members of the Board of Directors for their service as Board Members. Directors may be reimbursed for unbudgeted expenses incurred on behalf of the Association upon the vote of a majority of the directors other than the director seeking reimbursement. Any reimbursement shall be noted in the minutes of the Board of Directors' meeting.

**3.14. Action Without A Meeting.** Any action that may be taken at a meeting of the directors may be taken without a meeting by telephone conference call as long as every director participating in the conference call may be heard by all other participating directors and may hear all other participating directors, in which case a majority vote is sufficient, or by telephone poll if a consent in writing, setting forth the action taken, is signed by all the directors thereafter and, in either case, the results shall be filed with the minutes of the next meeting. Such action or consent shall have the same force and effect as an action taken at a duly called meeting.

**3.15. Common or Interested Directors.** Each Member of the Board shall exercise his powers and duties in good faith and in the interests of the Association. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm, or Association in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee which authorizes or approved the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof and noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact that the common directorate or interest is disclosed or

