

AMENDED AND RESTATED BYLAWS
of
Chesapeake Beach Civic Club, Inc.
Approved: October 1, 2022

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BACKGROUND

Chesapeake Beach Civic Club, Inc. ("CBCC" or "Club") is a Virginia non-stock Corporation formed for the purposes set forth in its Articles of Incorporation filed with the State Corporation Commission of the Commonwealth of Virginia effective March 6, 1997 ("**Articles of Incorporation**"). CBCC is the successor in title and interest to the Chesapeake Beach Civic Club, an unincorporated not-for-profit association. The Constitution and By-Laws of CBCC were amended and restated by vote of the membership effective April 15, 2017 ("**2017 Bylaws**"). The Board of Directors of CBCC has voted to recommend for approval by CBCC's members that the 2017 Bylaws be amended and restated in their entirety as set forth in these Amended and Restated Bylaws ("**Bylaws**") and its members have voted to approve these Amended and Restated Bylaws and the amendments set forth herein effective as of the date set forth above.

CBCC is the owner of those certain lots and/or parcels of land consisting of: 38c Double Circle 3, Block 6, Parcel 004, 38c-3 Parcel 16,17,18; the clubhouse, boat ramp, pier, three jetty walls located on the Private Beach, bulkhead, sea wall, golf cart/foot bridge, pavilion and picnic area; and private beaches located on Beach Road (to include, without limitation, the beach located at the end of Neale Drive)¹; all of which are located within the community commonly referred to as "Chesapeake Beach Estates" in Northumberland County Virginia, and depicted on the plat of survey made by AL Garland, S.C.S. State Certified Surveyor, recorded in Deed Book 92, Page 157 in the Clerk's Office of the Circuit Court of Northumberland County, Virginia. The purpose of these Bylaws is to provide for the corporate governance of CBCC and the management, administration, maintenance, preservation, use and enjoyment of the Club Owned Property.

ARTICLE I

PURPOSE and DEFINITIONS

1.1 The Articles of Incorporation provide that the corporate name of this organization is Chesapeake Beach Civic Club, Inc. (CBCC), a Virginia nonstock corporation.

1.2 The Articles of Incorporation of CBCC state that the purpose for which CBCC is organized is "promotion of community welfare; charitable, educational or recreational" which broad purpose the Membership has interpreted to include, without limitation, the following specific purposes: to preserve, maintain, protect, and, if reasonably possible, improve the aesthetic qualities of the Community (as hereinafter defined) as well as to maintain the Club Owned Property and the existing privately owned streets/rights of way shown and depicted on the Plat (as hereinafter defined).

¹ The ownership of Neale Beach was a scrivener's error that did not get corrected prior to the membership adopting the amended bylaws and that the statement should read *maintains Neale Beach*

1.3 To promote compliance with, and awareness of, the Deed Restrictions (as hereinafter defined) applicable to all property within the Community.

1.4 As an Owner (as hereinafter defined) to enforce the Deed Restrictions.

1.5 To exercise its rights, authority, and obligations, as applicable, granted or reserved in these Bylaws and/or under applicable Virginia law, and any other legal rights and/or contractual rights afforded to it by instruments of title recorded in the Clerk's Office.

1.6 To comply with all governmental laws and regulations applicable to its operations and the Club Owned Property (as hereinafter defined), including, without limitation, the Virginia Nonstock Corporation Act, the zoning and other ordinances of Northumberland County Virginia, and, to the extent applicable, the Americans with Disabilities Act and federal and state fair housing acts.

Definitions Unless the context otherwise specifies or requires, capitalized terms shall have the meanings set forth below or, if not defined herein, the meanings specified for such terms in the Virginia Nonstock Corporation Act.

"Amenities" means the beach, pier, pavilion and picnic area, golf cart/footbridge, clubhouse, and boat ramp owned and/or maintained by CBCC.

"Articles of Incorporation" means the Articles of Incorporation of CBCC, as defined in the first paragraph of these Bylaws, as the same may be amended and/or restated from time to time.

"Board of Directors" or "Board" shall mean the Board of Directors of CBCC.

"Bylaws" shall mean these Bylaws as the same may be amended and/or restated from time to time.

"CBCC" means Chesapeake Beach Civic Club, a Virginia nonstock corporation (which is also referred to herein as "Club").

"Club" means Chesapeake Beach Civic Club, a Virginia nonstock corporation.

"Clerk's Office" means the Clerk's Office of the Circuit Court of Northumberland County, Virginia.

"Club Owned Property" means the Amenities, the parcel depicted and labeled "beach" on the Plat, and the Lots and other property conveyed to CBCC's predecessor in interest, Chesapeake Bay Civic Club, an unincorporated non-profit association, by deed September 21, 1994, and recorded in the Clerk's Office in Deed Book 374, at Page 286, together with all improvements thereon.

"Community" means the residential community of Chesapeake Beach Estates located in the Fairfield Magisterial District, Northumberland County, Virginia, created upon the recordation of the Plat in the Clerk's Office. The Community consists of subdivided Lots and privately owned streets/rights of way, and includes, without limitation, those Lots and parcels consisting of the Club Owned Property.

"Deed Restrictions" means those seven (7) covenants and restrictions numbered 1 through 7, inclusive, set forth and enumerated in the original deeds to each Lot by the developer of the Community upon the initial conveyance of each Lot by recordation in the Clerk's Office of the deed to such Lot, which covenants and restrictions run with the land and title to each Lot in the Community.

"Good Standing" means in financial good standing with no amounts owed to CBCC past due beyond any notice and applicable grace period, if any; in compliance with these Bylaws and the Rules and Regulations with no unresolved infractions pending; and, as to those Members who own one or more Lots, such Lots and the use thereof are in compliance with, and do not violate, any of the Deed Restrictions.

"Lot" means a subdivided lot within the Community set forth and depicted on the Plat, the title to which is subject to the Deed Restrictions.

"Member" means a Person who has applied for and been accepted as a member of CBCC pursuant to the criteria herein set forth and who remains in Good Standing.

"Owner/Lot Owner" means the record fee simple owner of a Lot, excluding those holding title merely as security for the performance of an obligation.

"Permitted User" means the Person(s) authorized and permitted to use the Amenities as set forth herein, subject to the Rules and Regulations in effect from time to time as more particularly set forth and discussed in Article III below.

"Person" means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.

"Plat" means that certain plat and survey titled, "Chesapeake Bay Estates near Tibitha Post Office, Virginia" prepared in September 1950 by A. L. Garland, State Certified Surveyor, and recorded in the Clerk's Office in Deed Book 92, at Page 157.

"Related Person(s)" include(s) one or more Persons related to the Lot Owner, and/or domestic partner of the Lot Owner.

"Rules and Regulations" mean the rules and regulations from time to time adopted from time to time by the Board of Directors pursuant to these Bylaws.

"Virginia Nonstock Corporation Act" means the Virginia Nonstock Corporation Act, Sections 13.1-801 et seq. of the Code of Virginia, in effect as of the date hereof and as amended from time to time.

ARTICLE II

MEMBERSHIP AND VOTING PRIVILEGES

2.0-Eligibility for membership and voting:

a. **Lot Owners:** Every Owner of a Lot in the Community shall be eligible to be a Member of, and to maintain membership in, CBCC, provided that such Owner meets the criteria for membership set forth herein and remains in Good Standing throughout such Owner's membership.

b. **Non-Lot Owners:** Certain Related Persons who are not Owners of Lots are eligible to be "Associate" Members of CBCC provided they meet the membership criteria set forth herein and remain in Good Standing throughout their membership. A Person is eligible to join CBCC as an Associate Member if they are a Related Person. The Board must approve all Associate Members. Any Person so approved for an associate membership shall be referred to as an "Associate Member."

c. **Voting:** Only Members in Good Standing shall be allowed to vote. Members in Good Standing shall have voting rights as follows:

(i) Members who own one or more Lots in the Community: two (2) votes regardless of the number of Lots owned. If such Lot(s) is/are owned by more than one Person, their vote shall be cast as they among themselves shall determine.

(ii) Associate Members: Members who do not own a Lot in the Community shall be entitled to one (1) vote per membership purchased. If a membership purchased covers more than one Person, such vote shall be cast as they among themselves determine.

ARTICLE III

RIGHTS OF MEMBERS AND RULES OF THE COMMUNITY

The Club, as the Owner of the Club Owned Property, has the right and obligation to regulate the use of the Club Owned Property subject to certain deeded rights reserved in the original deeds to the Lots which run with the title to each Lot.

The use and enjoyment of the Amenities owned by the Club is limited to Owners, Members, Associate Members, and Permitted Users only. Each Lot Owner, regardless of membership status in the Club is subject to the Rules and Regulations enacted by the Club as they maintain such streets and right-of-way's. Lot Owners who are not Members of the Club have no voting rights whatsoever in the Club and no say in the business, operations, decisions and/or Rules and Regulations of the Club.

The use of Amenities by Lot Owners who are not Members of the Club shall be limited to the named record Lot Owner(s) and the Persons who reside in their immediate household. The foregoing Persons shall be the only "Permitted Users" associated with such Lot. (Lot Owner Members who are not in Good Standing shall be treated as non-Member Lot Owners for the purpose of determining the Permitted Users associated with such Lot). Non-Member Lot Owners shall not be permitted to bring or allow guests other than Permitted Users onto the Amenities.

Members of the Club in Good Standing are permitted to use the Amenities subject to the Rules and Regulations. Members who own Lots and are in Good Standing may designate the Persons who reside in their household as their primary Permitted Users.

Associate Members have the same rights to use the Amenities as Lot Owners who are Members of the Club and Permitted Users of Associate Members is limited to Persons who reside in the household of the Associate Member. Associate Members may bring guests who must be Permitted Users onto the Amenities, and such Associate Members shall be responsible for the actions of his/her/their guests.

Persons who reside in the dwelling on a Lot pursuant to a written lease for a minimum term of twelve (12) months or more are eligible to apply to be an Associate Member and to use the Amenities upon Board approval. If the annual tenant chooses not to be an Associate Member, they are not entitled to use the Amenities.

Permitted Users shall not include Persons who occupy Lots (and/or the dwelling or any portion thereof located on such Lot) on an hourly, daily, weekly, monthly, "vacation rental" or similar short-term basis for which the Owner receives rent or a fee. The Club, as the Owner of the Amenities, has the right in its sole and absolute discretion to deny all such Persons access to the Amenities, and the Club shall have the right to post signage at the entrance to and/or within the Amenities stating that such Persons may not enter the Amenities and/or the other Club Owned Property (Permitted Users who are not in compliance with these Bylaws are considered not in Good Standing).

From time to time the Board may adopt Rules and Regulations to implement the objectives of these Bylaws, including, by way of illustration and not limitation, rules to regulate the registration and/or identification of Members, Associate Members, Owners and Permitted Users while on the Club Owned Property, the safety of such Members/Owners and Permitted Users, the manner of use and hours of usage for the Amenities, the consequences for infractions of the Rules and Regulations and the process of addressing same, and the enjoyment of Club Owned Property by Owners, Members, Associate Members and Permitted Users. All such Rules and Regulations and any subsequent amendments thereto shall be binding on all Owners, Members, Associate Members, and Permitted Users, except where expressly provided otherwise in such Rules and Regulations. Such Rules and Regulations as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; however, in the event of a conflict between any provisions in the Rules and Regulations and the Bylaws, the provisions of the Bylaws shall control.

ARTICLE IV

CLUB OWNED PROPERTY

4.1 Maintenance and Control. CBCC shall be responsible for the maintenance and control of all Club Owned Property. CBCC shall have the right to adopt Rules and Regulations as set forth above and that limit or restrict the use of the Club Owned Property, including, without limitation, those actions that CBCC deems to be detrimental to the overall appearance, value and enjoyment of the Club Owned Property and/or the Community, including, without limitation, rules and regulations that prescribe standards for the uses that may be made of the Club Owned Property and, as to its Members, rules and regulations that relate to the Community.

4.2 Community Pier. The pier located on the Club Owned Property ("Community Pier") has been constructed by CBCC and shall be maintained by CBCC. CBCC shall have the exclusive right to maintain, improve,

repair, or remove the Community Pier as the Board deems necessary and/or desirable for the Club and/or the Community.

4.3 Rights to Use Club Owned Property. Each Property Owner and/or Associate Member must take responsibility for their personal guests and Permitted Users while using the Club Owned Property within **the Community**. Each Member, Associate Member, and Lot Owner is responsible for repair of any damage that they or their respective Permitted Users cause to the Club Owned Property, including but not limited to the Clubhouse located on the Club Owned Property.

ARTICLE V

MEMBERSHIP AND BOARD MEETINGS OF CBCC

5.1 Organizational Board Meetings: The first meeting of the Board following the final Membership Meeting of the year shall be held within 60 days thereof, at a time and place determined by the outgoing President (the "Organizational Board Meeting"). At the Organizational Board Meeting, the new Directors shall review and familiarize themselves with the current Association goals and objectives, transfer all keys to include the Safety Deposit Box key and the outgoing President shall address issues of current concern to the incoming Directors. The Organizational Board Meeting shall be for informational purposes only (no votes shall be taken on any matters). The fiscal year of the CBCC shall begin January 1 and end on December 31.

5.2 General Board Meetings: General meetings of the Board (each, a "**General Board Meeting**") may be held at such time and place (including but not limited to in-person, virtually, by telephone or by other electronic means and/or any combination of the same) as shall be determined by the President, but at least four (4) such meetings shall be held during each year. Notice of the regular schedule of General Board Meetings shall constitute sufficient notice of those meetings.

5.3 Special Board Meetings: A special meeting of the Board ("Special Board Meetings") shall be held when requested by: (a) the President, (b) the Vice President or (c) by any three (3) Directors. The request shall specify the time and place of the Special Board 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) electronic mail; (b) by telephone communication; or (c) personal delivery. All notices shall be given or sent to each Director's respective address or telephone number as shown on the records of CBCC. Notices shall be given at least ten (10) days prior to the meeting, but not more than sixty (60) days, except that in the case of an emergency or other urgent matter, notice may be given as is reasonable under the circumstances. If a Director is not able to personally attend the Special Board Member, they may participate via telephone or electronic transmission methods.

5.4 Action Without a Formal Board Meeting: Any action to be taken by the Board not requiring a membership vote may be taken without a meeting if each director signs a written consent describing the action to be taken and delivers it to the Board President and/or Secretary which delivery may be via electronic transmission.

5.5 General CBCC Membership Meetings: The current Board of Directors shall determine the date and time of all meetings. Notification of the dates and times of all General CBCC and Membership Meetings shall be listed in the annual Calendar of Events as well as communicated electronically. Within each calendar year, there shall be no less than four (4) General CBCC Membership Meetings to be conducted at the Chesapeake Beach Estates Clubhouse unless otherwise necessary to meet elsewhere.

5.6 Special Called CBCC Membership Meetings: May be planned at any time by the current President of CBCC with as much notice as reasonably possible. If the current President is unable to conduct this meeting, the Vice President shall call and hold the meeting or twenty-five (25) Members in good standing of CBCC may organize said meeting with notice given to all current members of CBCC. Notices shall be given at least ten (10) days prior to the meeting, but not more than sixty (60) days.

5.7 Business Conducted: Unless otherwise required by applicable law, all decisions submitted to the membership during General Membership Meetings require the consideration, input, and overall agreement by the majority of votes cast by Members in Good Standing present and voting at such meetings at which a quorum is present. In the event that a current Member is unable to attend a meeting and would like to cast a vote, they may do so by submitting a Duly Executed Proxy appointing another Member in Good Standing as their proxyholder for the purpose of voting on such absent member's behalf at the subject meeting on all matters which come up for a vote during such meeting and any continuation of such meeting. To be valid, such proxy must be signed by all Persons who are entitled to cast the vote for such membership and personally delivered, emailed or faxed to a current Board Member and must be given to the current President prior to the General Membership Meeting.

5.8 Parliamentary Rules/Authority: Robert's Rules of Order (current edition) shall govern the conduct of all CBCC proceedings, when not in conflict with Virginia law, the Articles of Incorporation, or these Bylaws. If there are conflicts or inconsistencies between the provisions of Virginia law, the Articles of Incorporation, and these Bylaws, the provisions of Virginia law, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

5.9 Quorum: Twenty current Members present in person or by Duly Executed Proxy, to include the count of any proxies received prior to a meeting constitute a quorum for the transaction of business at membership meetings. If any meeting cannot be held because a quorum is not present in person or by proxy, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called by announcing the time, date and time of such continued meeting to the Members present prior to such adjournment ("Deferred Meeting"). At such Deferred Meeting, any business which might have been transacted at the meeting originally called may be transacted at the next General Membership Meeting.

ARTICLE VI

BOARD OF DIRECTORS AND OFFICERS

6.1 The membership shall elect the Officers and a Board of Directors of CBCC. The Officers shall consist of a President, Vice President, Secretary, and Treasurer. Each Officer shall be a member of the Board of Directors. In addition, the membership shall elect two (2) Non-Officer board members.

6.2 The majority of such Board of Directors shall constitute a quorum at any meeting. The Non-Officers of CBCC shall perform such duties as may be imposed upon them by the Board of Directors.

6.3 **President:** The President shall preside at all meetings of the Board of Directors and at all meetings of the membership. The President shall be an ex-officio member of all committees appointed by the Board.

6.4 **Vice President:** The Vice President shall, in the absence of the President, preside at all meetings of the membership, and in the absence of the President shall assume and perform the President's functions.

6.5 **Secretary:** The Secretary shall be responsible for taking complete minutes of the meetings of the membership and all Board meetings. The Secretary shall ensure that all minutes and legal documents of CBCC are securely maintained.

6.6 **Treasurer:** The Treasurer shall have the responsibility of safekeeping the Club's funds and securities, and for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, for the deposit of all monies and other valuable effects in the name of CBCC in such depositories as may be designated by the Board from time to time. The Treasurer shall have available a report of CBCC financial affairs and shall present a written report to the Board and Membership at each General Membership Meeting as well as an Annual Report to be provided to the incoming Board. The Treasurer may be required by the Board to present any such records for inspection at any time. The Treasurer must have approval of the Board before payment of any capital expenditure. Any amount exceeding \$2,000.00 must be approved by the General Membership. Upon each capital expenditure in any given year, no expenditure shall be cumulative.

6.7 **Compensation:** No Director or Officer shall receive compensation for their services. However, by resolution of the Board of Directors, a Director or Officer may be reimbursed for actual expenses incurred in the performance of their duties.

6.8 **Audits:** The President and Treasurer shall secure and audit a safe deposit box for storage of the originals of CBCC deeds, titles and other important documents each calendar year. The out-going and in-coming Presidents and Treasurers shall open, review, and reconcile all books/deeds, titles, and other important documents as of the fiscal year and complete before April 1st of the up-coming year.

6.9 **Election and Term of Office:** The President, Vice President, Secretary, and Treasurer shall each be elected for a one (1) year term. Each Director shall be elected for a two (2) year term with one Director's term commencing on an odd year and the other Director's term commencing on an even year, it being the intention that the terms of each Director are staggered such that there is no year in which the majority of the Directors come up for reelection. All Officers and Directors must be Members in Good Standing. No Officer or Director shall serve more than two (2) consecutive terms in the same position.

6.10 Vacancies: In the event of death, disability, resignation, removal, or otherwise, of a Director or Officer, a vacancy shall be declared by the Board. The Board shall appoint a replacement (Alternate Director or Officer) for the vacated position until a Special or General Meeting of Membership which is to be held within sixty days to fill such vacancy during an election by the Members. All subsequent vacancies shall be filled by the recommendation of the President and confirmed by a vote of the majority vote of the Board. The Board may also hold an election for such position(s) at a Special Board Meeting. Each "Alternate" Director/Officer appointed to fill a vacancy pursuant to the terms of this section shall serve the unexpired portion of the term of his/her predecessor. Any vacancy replacement(s) must be a current Member in Good Standing prior to serving a role on the Board.

6.11 Removal of Directors or Officers: At any General Membership Meeting or Special Membership Meeting duly called, any one or more of the Directors or Officers may be removed, with or without cause, by a majority vote of Members present (in person or by proxy) at such meeting at which a quorum is present. When a Director or Officer is removed a replacement is named and shall become the successor. A Director/Officer whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and its purpose and shall be given an opportunity to be heard at the meeting.

6.12 Nomination of New Board: The election of Officers and Directors shall be held at the last General Membership meeting held prior to October first (1) of each calendar year. Their terms of office shall commence January first (1) of each calendar year. The Membership shall form a Nominating Committee consisting of one (1) Board Member and two (2) current Members who are in Good Standing with the objective to prepare a slate of prospective candidates. All prospective candidates must be a current Member in Good Standing prior to the election. The President shall call for nominations from the Membership prior to the election. The Members who are present and voting (in person or by proxy) shall elect by secret ballot future Officers and Directors when there is more than one candidate for one position. Otherwise, a show of hands voting by acclamation shall be sufficient. If a vacancy should occur on the Board, all nominees must be a current Member of Good Standing for at least two years prior to the election.

6.13 CBCC Affairs: The Officers and Directors shall not expend any sum in excess of two thousand dollars (\$2,000.00), incur any indebtedness or transfer any assets of CBCC without a vote approving such expenditure by the General Membership. Approval of the annual budget shall constitute authority for the Officers and Directors to spend monies in accordance with those items contained therein.

6.14 RESERVE FUNDS: CBCC shall establish reserve funds from its annual Save the Beach Day event profits to be held in reserve in an interest drawing account or investments as a reserve for:

- a. Major rehabilitation or major repairs;
- b. Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and
- c. Any deviation from these requirements must be approved by 2/3 of a membership vote.

ARTICLE VII

Rights of General Members and Rules of the Community

7.1 Usage/Damage: Lot Owners are responsible for all accidents, damage or other ruin or defacement of any property of CBCC, caused by any Lot Owner and/or any other Permitted User(s), of any of such Lot Owner.

7.2 Leash Law: Northumberland County Leash Law and the Community of Chesapeake Beach Estates abides by a leash law per the County/Sheriff's Department. No dogs are allowed on the beach between 10am and 5pm.

7.3 Boat Ramp: No cars, golf carts, trailers, boats, personal watercraft(s) or large floats shall park/block the community boat ramp for longer than thirty (30) minutes. If necessary, towing will be enforced at the expense of the owner of said item(s).

7.4 At Your Own Risk: All Club Owned Property is to be used at one's own risk. No lifeguard is on duty at any time on the beaches of CBCC. There shall be no open fires on the beach, other than the CBCC functions, or without permission from the Board of Directors prior to any CBCC Event. At the main beach, all Persons must stay off the rocks and wall jetty structure. Do not remove the rocks.

7.5 Road Usage/Damage: All currently graveled roads are maintained by CBCC. The posted speed limit for ALL vehicles driving within the Community is 15mph. Only Golf Carts and Automobiles shall be permitted to drive on Community roads. Dirt bikes, all terrain vehicles, four wheelers, mini-bikes, or go-carts are not allowed to drive on Community roads or on the beaches of the Community. Unlicensed scooters/motorcycles or drivers shall not ride on the roads within the Community. Any damages to the roads shall be recouped from the damaging party/parties. All drivers shall obey all traffic laws and posted signs.

7.6 Quiet Hour: Club Owned Property within the community has a quiet hour from midnight until 6:00am.

7.7 Trash: All trash and personal belongings shall be removed each day from the beach area, boat ramp pier, ramp, pavilion/picnic area and all surrounding areas. All items left unattended may be removed without further notice. CBCC pays for trash containers of which are located at the main beach and the beach picnic/pavilion areas. Personal and private trash removed from a Lot Owner's home shall not be placed in trash receptacles located at the beach and picnic/pavilion areas.

7.8 Annual Dues: CBCC Annual Membership Dues are recommended by the Board of Directors, with the approval of the Membership, and are payable on or before the designated Clubhouse/Beach Cleanup Day/Dinner and Dues event of each year.

ARTICLE VIII

AMENDMENTS

8.1 These Bylaws may be altered, amended, modified or repealed at any duly called meeting of the General Membership, by the affirmative vote of the Members casting two-thirds or more of the total possible votes in CBCC, which vote may be cast in person or by proxy, by the then Members at a meeting at which a quorum is present provided that written notice of such amendment shall be given to each Member household at least ten (10) days prior to the meeting at which the voting is to take place.

8.2 The Treasurer shall verify all CBCC Members in Good Standing prior to voting.

8.3 The Secretary shall notify all said CBCC Members via electronic transmission of the amendments to these Bylaws once approved by the CBCC Membership vote.

IN WITNESS WHEREOF, CBCC has caused this Amendment to be signed by its authorized representative effective as of the date first written above.

CHESAPEAKE BEACH CIVIC CLUB, INC., a Virginia
nonstock corporation

By: _____ (SEAL)
Elizabeth Allen, President

CERTIFICATION

In my capacity as President of Chesapeake Beach Civic Club, Inc., I hereby certify that the requisite votes of the majority of Members necessary to effect an amendment to the Bylaws were cast and voted to approve this Amendment at a duly called meeting of the membership of the CBCC held on 10. 1, 2022 at which a quorum was present in person or by proxy.

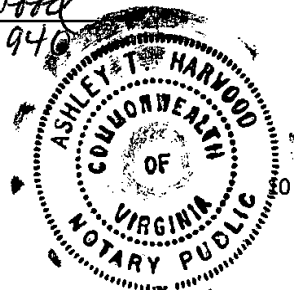
Elizabeth N. Allen
Name:

COMMONWEALTH OF VIRGINIA
COUNTY OF NORTHUMBERLAND Virginia, to-wit

The foregoing instrument was acknowledged before me this 1st day of October, 2022, before me, the undersigned Notary Public, by Elizabeth Allen, as President of Chesapeake Beach Civic Club, Inc., a Virginia nonstock corporation, on its behalf.

Ashley T. Harwood
Notary Public #222940

My commission expires: October 31, 2023
Registration No.: 222940



INSTRUMENT 202202596
RECORDED IN THE CLERK'S OFFICE OF
NORTHUMBERLAND CIRCUIT COURT ON
OCTOBER 21, 2022 AT 01:08 PM
DEBORAH T. BINGHAM, CLERK
RECORDED BY: KMS