

Rio Vista Community Association By-Laws
Ratified and Approved by the Board of Governors May 15, 2008

Article I Introduction

1. These By-Laws define procedures, responsibilities, rights and rules applicable to owners of parcels and residents of Rio Vista, a deed restricted community association located in Talbot County, Maryland.
2. The mailing address for Rio Vista Community Association is P.O. Box 254, St. Michaels, Maryland 21663.
3. Rio Vista By-Laws are based on the covenants, restrictions, agreements, easements, conditions and reservations defined in the April, 24, 1954 Deed & Agreement executed by Theodore E. Fletcher and Myrtle H. Fletcher; on the Seventh Article Sections (a) and (b) of the Articles of Incorporation set forth by Theodore Fletcher during the incorporation of the Rio Vista community on September 3, 1954; and on Rio Vista By-Laws adopted by Rio Vista Board of Governors from 1955 to the present.
4. In accordance with the intent of the Articles of Incorporation the Board is to make every effort to enforce these By-Laws. Failure to enforce does not constitute a waiver of any or all of these By-Laws.
5. Changes within, additions to, or deletions from these By-Laws:
 - a. Require a consideration period of no less than thirty (30) days for Board review
 - b. Require a majority vote of The Board
 - c. Require written notice to the general membership within ninety (90) days.
6. Enforcement of any new or modified components of the By-Laws will commence 30days after the general membership has been notified of the changes.

Article II Name

The name of this organization shall be **Rio Vista Community Association Inc.**, (a not for Profit corporation registered with the State of Maryland Department of Assessment and Taxation) hereinafter referred to as "the Association" or "RVCA".

Article III Objectives

To promote the general welfare of the community by:

1. Taking actions as necessary to Provide a Sense of Community.
2. Taking actions as necessary to Provide a Safe Community.
3. Maintaining Property Values of all RVCA parcels and Maintaining and Improving Community Owned Lands by enforcing the General Restrictions and Conditions as set forth in the Deed & Agreement and in these By-Laws.
4. Conducting the business of the Association in accordance with the Articles of Incorporation and these By-Laws.
5. Taking such other actions from time to time as may be deemed necessary and proper.

Article IV Definitions

1. **Owner**
Any person, other than a mortgagee, listed as an owner on the title of the Rio Vista parcel, is an owner and a member of The Association.

2. **Member-In-Good-Standing**
Is an owner who has paid the Annual Fees to date.
3. **Facilities Member**
Is a Member In Good Standing and members of his or her immediate household who shall:
 - a. Have access to RVCA facilities, properties and activities
 - b. If over the age of 18, be eligible to serve on committees
4. **Board of Governors** (also referred to as **the Board**)
A group of no less than three nor more than nine Members In Good Standing duly elected in accordance with the Articles of Incorporation and these By-Laws for the purpose of conducting the business of the Association.
5. **Term of Office**
Initial term of office for Members of the Board shall be three years. Board Members may be re-elected for successive terms of 3 years.
6. **Quorum**
Quorum of the Board shall be a majority of the total number of Board members.
7. **Fiscal Year**
The fiscal year shall begin on January 1 and run through December 31 of that year.
8. **Annual Fee**
The Annual Fee is an assessment, to be determined by The Board yearly, levied on every residential parcel. No owner may waive or otherwise escape liability for the assessment by nonuse of Community Owned Lands or abandonment of his or her lot. Payment of Annual Fee is mandatory. Current fee schedule is attached.
9. **Parcel or Lot**
A parcel or lot is defined and identified as a numbered street address located within the Community of Rio Vista.
10. **Annual Meeting**
A meeting and picnic held in June for the purpose of electing members of the Board and reviewing the business of the Association.
11. **Vote**
Each parcel owned by a Member-In-Good Standing is entitled to one vote. In the event that more than one person owns a parcel, either jointly, in common or by the entireties, the owners must decide which of the owners will represent the parcel and cast the vote. In the event the owners cannot agree on the vote, the parcel will abstain from the vote.
12. **Community Owned Lands**
Community Owned Lands are the Landing and the Recreation Area (now referred to as the Boat Dock Area and the Picnic Area) as described in the Deed and Agreement and designated on the Map of Rio Vista as irrevocably reserved, dedicated and restricted to use by Rio Vista Members In Good Standing and their tenants.

Article V Management of the Association

1. **Election of The Board Of Governors**
 - a. Shall be held at the Annual Meeting.
 - b. Nomination committee shall submit a list of nominees who are Members-In-Good-Standing to The Board 60 days prior to the Annual Meeting.
 - c. Ballots will be sent to all parcel holders 30 days prior to the Annual Meeting only if there are more candidates than vacant positions.
 - d. Standing members of The Board may submit their names to the nomination committee to be elected to additional terms.
 - e. To provide continuity, the terms of Board Members are staggered so that approximately 1/3 of the members' Terms expire each year.

- f. Shall be determined by a majority vote of Members-In-Good-Standing attending the Annual Meeting and those Members-In-Good-Standing submitting an absentee ballot to be received no later than the day before the Annual Meeting.
 - g. Term shall be defined as three years.
- 2. Vacancies on The Board**
- a. The president of the Board shall have the authority, with approval of the Board, to fill vacancies until the next Annual Meeting.
 - b. At the Annual Meeting that appointee may, through the nomination process, run for election to fulfill the remaining term of the vacated position.
- 3. Recall of Members of the Board or Officers of the Board**
- a. The Board, by a majority vote, may require an officer of The Board to vacate his/her office.
 - b. The Board, by a majority vote, may require a member of The Board to vacate his/her position on The Board.
 - c. A motion to remove a member of The Board from his or her office or position shall be considered for thirty days prior to a vote.
- 4. The Business of The Board of Governors**
- a. Shall manage the business of The Association.
 - b. Shall consist of not less than three (3) or more than nine (9) Members-In-Good-Standing duly elected by the majority of the Members-In-Good-Standing attending the Annual Meeting and those Members-In-Good-Standing casting absentee ballots.
 - c. The Board shall meet within thirty (30) days of the Annual Meeting for the purpose of electing officers and organizing the business of The Association for the year.
 - d. Only members of The Board shall be eligible to vote at Board Meetings.

Article VI Officers and Their Duties

- 1. President**
- a. The President or his/her designee shall preside at all meetings of the Association and at all meetings of the Board of Governors.
 - b. The President shall call meetings of the Board as necessary and provide at least 7 days advance notice to Board members with the exception of emergencies.
 - c. The President shall, with the approval of the Board, have power to appoint such committees as may be necessary.
 - d. The President or his/her designee shall appoint all committee chairs.
 - e. The President or his/her designee shall attend all zoning meetings and other meetings that could affect the Rio Vista Community.
 - f. Shall be an elected member of the Board.
 - g. Shall see that the decisions of the Board are carried out.
- 2. Vice President**
- a. In the absence of the President shall preside at meetings of The Association and The Board and do such acts as the President could do if present.
 - b. Shall be an elected member of The Board.
- 3. Treasurer**
- a. Shall collect and keep all the funds of the Association in an FDIC approved institution.
 - b. Shall pay out funds as approved by the Board.
 - c. Shall be a member of the Finance Committee.
 - d. Shall provide a financial report to include copies of the bank statements at meetings of the Board at least quarterly.

- e. Shall prepare an annual budget and income statement for presentation to the General Membership at the Annual Meeting.
- f. May be bonded with corporate surety in such amounts as may be determined by the Board with premiums paid by the Board.
- g. Shall make the books of the Association available for review or audit any time the Board deems necessary.
- h. Shall prepare a draft budget for the consideration of the Board at least 90 days prior to the end of the current budget cycle. Budget shall contain a line item for a Reserve Fund.
- i. Shall be an elected member of the Board.
- j. Shall oversee and manage use of the Association's credit card.
- k. Shall purchase duck blind permit each year to cover community owned lands.

4. Secretary

- a. Shall keep records of the Annual Meeting, General Membership meetings and meetings of the Board.
- b. Shall keep safe and organized the archival records of the Association.
- c. Shall be an elected member of the Board.
- d. Shall record all meeting votes.
- e. Shall give notice of all member meetings.
- f. Shall maintain the database containing pertinent information on all parcels.
- g. Shall prepare and send invoices for Annual Fee and Boat Slip Fee.
- h. Shall collect mail from postal box and distribute as appropriate.

Article VII Committees

1. Business of the Committees

- a. The president or his/her designee shall appoint all committee chairs.
- b. Committee chairs shall report committee activities to the Board when requested.
- c. All committees shall provide Secretary with copies of all correspondence.

2. Architectural Committee

- a. With the approval of the Board, shall develop and maintain Architectural Guidelines for the purpose of enforcing the Deed & Restrictions.
- b. Shall enforce the Covenants and Restriction and these By-Laws with regard to setbacks, structural design, and other guidelines as deemed necessary.
- c. Shall provide forms and guidelines to members as requested and as required.
- d. Shall review all Construction Approval Request Forms, approve or deny the request and communicate the results to the applicant in a timely manner.
- e. Shall maintain a log of all requests and copies of all plans and request forms.
- f. Shall provide Secretary with copies of all correspondence.

3. Communications Committee

- a. Shall have the mission of maintaining a two-way communication between The Board and the Membership.
- b. Shall maintain a web site or other electronic media as appropriate to disseminate information about Rio Vista to the general membership.
- c. Shall manage a welcome program for new residents to the community.
- d. Shall produce the Community Newsletter at least four times a year.

4. Curb Appeal Committee

- a. Shall routinely inspect all parcels within the Association for the purpose of identifying those properties that are not in compliance with these By-Laws, the Deed & Agreement, and/or the Architectural Guidelines.
- b. Shall contact the owners of non-compliant parcels to bring the parcels into compliance.
- c. Shall keep a log of contacts concerning compliance issues.
- d. Shall report to the Board on a regular basis.

- e. Shall provide Secretary with copies of all correspondence.
5. **Dock Committee**
 - a. Shall as necessary, maintain and repair the dock and boat slips.
 - b. Shall, with the approval of the Board, determine the rules and regulations as necessary to protect the Association from liability, protect the dock from damage, and protect boats from damage.
 - c. Annually, shall submit a Boat Slip Lease for Board Approval.
 - d. Shall offer Boat Slip Leases to Facilities Members for a period of thirty days prior to allowing slip lessees to lease additional slips.
 - e. Shall offer Boat Slip Leases to Facilities Members for a period of thirty days prior to leasing slips to non-community members.
 - f. Shall keep a listing by slip number of all lessee names, boat description and contact information and provide a copy to the Secretary.
 - g. Shall provide the Treasurer with estimates for future dock repairs and maintenance.
 6. **Erosion Committee**
 - a. Shall routinely inspect the Association owned lands and report to the Board.
 - b. Shall put out for bids any repairs approved by the Board.
 - c. Shall formalize contracts for repairs for approval by the Board.
 - d. Shall provide Treasurer with estimates for future repairs and maintenance.
 7. **Finance Committee**
 - a. Shall consist of the Treasurer, one or more members of the Board, and one non-Board member.
 - b. Shall review the finances of the Association and report to the membership annually or anytime deemed necessary.
 8. **Landlord/ Tenant Committee**
 - a. Shall be comprised of a member of the Board and volunteers who are landlords (owners of parcels in Rio Vista) and tenants (renters of landlord owned parcels in Rio Vista).
 - b. Shall maintain an open communication with the Board relative to issues of landlords and tenants.
 - c. Shall maintain an open dialog with all landlords and tenants.
 9. **Neighborhood Watch**
 - a. Shall be comprised of a member of the Board and volunteer Block Captains responsible for promoting the concept of neighbors watching out for neighbors.
 - b. Chairperson shall be responsible for training Block Captains and providing them address assignments or block areas to contact regarding Neighborhood Watch goals and procedures.
 - c. Chairperson shall monitor progress of Neighborhood Watch and report results, questions, and issues to the Board.
 - d. Chairperson shall maintain regular communication with the Sheriff's Department.
 - e. Board shall listen to safety inputs from Block Captains and take steps to implement suggestions if approved by the Board.
 10. **Other Committees**

The President, with the approval of the Board, may appoint and/or organize additional Committees and may disband existing committees as deemed necessary.

Article VIII Finances of the Association

1. **Annual Fee** The Board shall set the Annual Fee at least forty-five days prior to the beginning of the fiscal year and promptly notify members if the fee has been changed.
 - a. Fee shall be based on a Budget submitted by the Finance Committee and approved by the Board.
 - b. Fee shall cover the operating costs of the corporation, provide for the management and improvement of community owned lands and cover the cost of the Annual Meeting.
 - c. Fee shall provide for savings for special economic circumstances.
 - d. Fee shall provide funds for donations to community causes that The Board determines to be in the best interest of The Association.

- e. Payment of Annual Fee is mandatory.
 - f. Invoices for the Annual Fee shall be sent to the owner/owners of every residential parcel thirty days prior to the beginning of the fiscal year and shall be payable 30 days thereafter.
 - g. The Board shall make every effort to collect the Annual Fee from the owner/owners of every residential parcel.
 - h. Current Annual Fee amount is attached to this document.
- 2. Security of Funds**
- a. The Finance Committee and the Treasurer shall oversee and maintain such accounts as deemed necessary in an insured financial institution.
 - b. The Finance Committee shall make the books available for audit as deemed necessary.
- 3. Reimbursement For Expenses**
- a. Purchase Orders shall be submitted to the Treasurer and must be approved prior to making any expenditure.
 - b. Members of the Board and members of the Association can be reimbursed for expenses incurred in the furtherance of the Association business with the approval of the Finance Committee or Treasurer.
- 4. Boat Slip Fee** The Board shall set the Boat Slip Fee at least 30 days prior to start of the season each year.
- a. Boat Slip lease period is specified in the Boat Slip Rental Agreement (Attachment # 7).
 - b. Members who have paid Association fees in full are eligible to lease boat slips.
 - c. Boat Slip lessees are required to complete a Boat Slip Rental Agreement and pay the Boat Slip fee prior to receiving a slip assignment.
 - d. Invoices and contracts for boat slips shall be sent to prior year slip holders and to those requesting slips.

Article IX Meetings

- 1. Annual Meeting**
- a. Shall be held each June at a place designated by the Board.
 - b. Shall have an agenda including the election of Board Members.
 - c. Shall foster a sense of community.
 - d. Shall be called at least thirty days prior to the date.
- 2. Meetings of the Board**
- a. Shall take place at least quarterly with one meeting within thirty days of the Annual Meeting.
 - b. Shall be called by the President as necessary to conduct the business of The Association.
 - c. Members shall have at least seven days notice of the meeting with the exception of emergencies.
 - d. Shall be conducted in accordance with modified "Robert's Rules of Order".
 - e. Shall follow an agenda provided by the President.
- 3. General Membership Meetings**
- a. Shall be called as necessary.
 - b. Members shall be given at least thirty days notice with the exception of emergencies.
 - c. Only matters described in the agenda of the call shall be acted upon.
 - d. Shall be conducted in accordance with modified "Robert's Rules Of Order".
- 4. Notice of Meetings**
- a. Shall be posted in public spaces at the entrances to the community.
 - b. Shall be posted electronically.
 - c. Shall be mailed or hand delivered as necessary.
 - d. Shall be posted thirty days prior to the Annual Meeting and Ten days prior to General Membership meeting with the exception of emergency meetings.

Article X Use of the Association Facilities by Non-Members

- 1. Outside Organizations**
- a. The Board may approve the use of The Association's facilities by an outside organization provided the facility is not closed to Association members.

- b. Outside organizations using The Associations facilities must sign a waver of liability prior to the Board granting permission for use.
- c. Outside organizations must abide by all the rules and regulations of The Association including posted signs at the Picnic Area and the Boat Landing.
- d. Outside organizations shall agree to repair or compensate the Association for repairs of any damage to community property for which they are responsible.

2. Guests

- a. Facilities Members must accompany their guests on Association owned lands.
- b. Guests shall adhere to all rules and regulations of The Association including posted signs at the Picnic Area and the Boat Landing.
- c. Guests not adhering to the rules and regulations of The Association will be asked to leave.

Article XI General Restrictions and Regulations

1. No hotel, boarding house, cabin, camp, factory or any other commercial enterprise of any kind shall be carried on in this development except for those lots specifically designated as commercial lots.
2. Home offices are permitted provided there are no employees at the home site and the business does not rely on customers visiting the home office.
3. Rentals for terms of less than one year are not permitted.
4. Properties must be kept in a neat, safe and sanitary condition.
5. The Association policy is to consider vehicles 'out of service' if they do not display valid license plates and tags. The property owner has thirty days after notification of violation to do one of the following: tag the vehicle; cover the vehicle with a professional car cover and park in a normal parking place; place the vehicle in a closed garage; or remove the vehicle from the community. The Association retains the right to have the vehicle impounded, removed and to bill the owner for costs and fees.
6. Cars shall be parked in the owner's driveway or finished parking area (not the lawn) and not on the roadway or right of way with the exception of special temporary events.
7. Open bed trucks and trailers with construction materials or debris or other objects shall be parked or backed in (with the front of the vehicle facing the street) so that the materials cannot be seen from the street.
8. All dogs must be kept on a leash when not on the owner's property. All dog waste must be collected and disposed of.
9. Any changes or additions (to include fences, sheds, or other structures) or new construction requires an approved Construction Approval Request Form before construction can begin. This approval should be obtained prior to obtaining Talbot County permits as Rio Vista set back rules are more restrictive than the County's. Decisions are made by the Architectural Committee. Appeals may be made in writing to the Board. A copy of the current construction and architectural policies and the Construction Approval Request Form are attached to this document.
10. Burning of leaves, twigs, yard debris and trash is a nuisance and therefore is prohibited. Violators will be reported to the Talbot County Office of Environmental Health 410-770-6880.
11. Dumping of trash, dog waste, yard debris or other materials on Community Lands, drainage ditches or in the Miles River bordering Rio Vista and the pond and the portion of Spencer Creek within Rio Vista is prohibited.
12. Boat slips are assigned on a first come first served basis with prior year slip holders given first right of refusal as long as they have submitted a completed agreement and paid their fees. Slips are not assigned until the completed contract and the fees are received. Current fee amounts and rental agreement are attached.
13. Posted Picnic Area Regulations are attached.
14. Posted Boat Dock Regulations are as attached.
15. Boat slip lessees are bound to adhere to all provisions of the Boat Slip Agreement (attached to this document).
16. The Board shall annually maintain a \$1,000,000 Errors and Omissions insurance policy without deductible to protect Association Board members and officers from litigation.

Attachments:

1. Fee Schedule
 - Annual Fee
 - Boat Slip Fee
 - Non-Resident Boat Slip Fee
2. Construction and Architectural Policies
3. Construction Approval Request Form
4. Picnic Area Regulations
5. Boat Dock Regulations
6. Boat Dock Area Regulations
7. Boat Slip Rental Agreement