

Mallard Bay Rules

January 5, 2022

Contents

A.	Introduction	2
B.	Membership in MBPOA	3
C.	Use of Amenities and Common Areas	4
D.	Pool Rules.....	6
E.	Clubhouse Rules.....	7
F.	Pier and Marina Rules	8
G.	Rules Pertaining to Dogs and Other Pets	11
H.	Motor Vehicles	12
J.	Complaints.....	13

A. Introduction

This compendium of Mallard Bay Rules is a compilation of some of the rules contained in Protective Covenants, Mallard Bay By-Laws, certain legal permits, or provisions that have been enacted in various forms by the Mallard Bay Board of Directors and summarized here for convenience. In the event of any conflict between this document and a source document, the source document shall take precedence.

Suggestions for changes or additions to these rules may be made to any member of the Board of Directors.

B. Membership in MBPOA

1. In accordance with the Mallard Bay Declarations and Protective Covenants, all Mallard Bay property owners are Regular Members of the Mallard Bay Property Owners Association (MBPOA).

2. Associate Members of MBPOA are tenants residing in Mallard Bay under a lease or rental agreement in compliance with the Protective Covenants, who have been granted privileges to use the Amenities and Common Areas, as set out below, but may not vote or hold office in MBPOA. Tenants may become Associate Members of MBPOA in either of two ways:

a. By assignment from the property owner of the owner's privileges to use the Amenities and Common Areas. Such assignment must be in writing, with a copy to MBPOA, and may be for any duration not longer than the term of the lease or rental agreement. Privileges must be assigned *in toto* (except for boat slip eligibility – see Section E, paragraph 3) or not at all. Assignment of partial privileges (e.g., pool only) is not permitted. So long as the owner's privileges are assigned to the tenant, the owner may not use them, but an owner of more than one assessable property in Mallard Bay may assign the privileges deriving from one property to a tenant on that property, and retain the privileges deriving from the other property.

b. By payment of annual Associate Membership dues in an amount set annually by the MBPOA Board of Directors. Associate Membership dues may not be prorated.

3. Tenants residing in Mallard Bay on May 1, 2009, are “grandfathered” for up to five years and will be considered Associate Members as long as they continuously reside as tenants on the same property, or until April 30, 2014, whichever comes first.

C. Use of Amenities and Common Areas

1. The Amenities and Common Areas in the Mallard Bay community consist of the Clubhouse, Swimming Pool, Piers, Tennis Courts, Lakes and Ponds, all areas designated “Commons” on the recorded plat of Mallard Bay, and any other areas or facilities now or in the future designated as such by the MBPOA Board of Directors.

2. Use of the Amenities and Common Areas is strictly limited to the following persons:

- a. Regular Members of MBPOA and members of their immediate families.
- b. Associate Members of MBPOA, subject to the limitation in Section E.10, below, and members of their immediate families.
- c. Guests accompanied by or visiting in the home of a Regular or Associate Member.

3. Any other persons using any of the Amenities and Common Areas will be considered trespassers. They will be asked to leave and may, in the discretion of the Board of Directors, be prosecuted for trespass.

4. MBPOA will issue two passes to each Regular Member and Associate Member. Passes are of indefinite duration but expire when the passholder ceases to be a Member, and may be revoked for cause by the Board of Directors. A Regular Member who has assigned his/her privileges to a tenant must provide his/her passes to the tenant. The purpose of the passes is to identify persons entitled to use the Amenities and Common areas. Members and guests are asked to carry their passes when using the Amenities and Common Areas.

5. The Property Manager may issue an additional temporary guest pass (valid for not more than one week) to a Regular or Associate Member who has multiple short term guests.

6. Passes are for use only by Regular and Associate Members, their immediate families, and guests accompanied by or visiting in the home of the Member to whom the pass is issued. Passes found to be used by anyone else will be revoked and may be reissued only with the approval of the Board of Directors.

7. Any damage or obstruction (e.g., trees down across trails) should be reported to the Property Manager immediately.

8. The Amenities and Common Areas are maintained for the use and enjoyment of MBPOA Members, their immediate families, and their guests, and should be enjoyed with due respect for other users, neighbors, wildlife and the environment. No privately owned vehicles, boats or other private property may be parked, kept or stored on any of the Amenities or Common Areas except in locations designated for that purpose by the

Association. Excessive noise and/or profanity that offends others must be avoided. No trash or refuse may be discarded in the Amenities and Common Areas except in the trash containers provided. Violation may result in loss of privileges. The Board of Directors may limit or revoke access to any or all of the Amenities or Common Areas, in individual cases for violation of the Mallard Bay Declarations, Protective Covenants, or any of these Rules, or generally when required for safety or for protection, repair or maintenance of an Amenity or Common Area.

D. Pool Rules

1. No diving is allowed. The maximum pool depth is five feet. Diving in this depth is dangerous. MBPOA will not be responsible for injuries resulting from violation of this rule.

2. Children under age 14 must be accompanied by an adult in the pool area.

3. Diaper clad infants are not permitted in the pools (including the baby pool) unless wearing special swim diapers and under the immediate supervision of an adult. Adults responsible for violation of this rule may be responsible for the cost of draining and cleaning the pool, if that is necessary.

4. No dogs or other pets (except service animals assisting the blind or disabled) are permitted in the pool area or on the deck.

5. No glass is permitted in the pool area. Food and drink must be in unbreakable containers and kept away from the pool edge, and all refuse must be placed in the trash containers provided. No smoking is permitted in the pool area (concrete deck).

6. No furniture, rocks, coins, metal or sharp objects are permitted in the pool. No running or horseplay is permitted in the pool area.

7. The Property Manager must be notified immediately of any accident or incident resulting in injury, damage to MBPOA property, or soiling of the pool.

E. Clubhouse Rules

1. All Regular and Associate Members of MBPOA may reserve the Clubhouse for private social functions. Reservations may be made with the Property Manager and are on a first come, first served basis. There is no charge for use of the Clubhouse.

2. Maximum occupancy of the Clubhouse is 100 persons. No overnight occupancy is permitted.

3. No wet bathing suits may be worn in the Clubhouse.

4. Smoking is not permitted in the clubhouse. Smoking is allowed on the outdoor deck but ashes, butts and other smoking waste must be deposited in the receptacles provided.

5. Persons using the Clubhouse are responsible for furnishing their own supplies, including paper and plastic products, decorating materials, cleaning materials and trash bags, and for leaving it in the condition in which they found it:

- a. All trash and garbage must be removed. There is no trash pickup at the Clubhouse; users are responsible for hauling it away.
- b. Kitchen equipment, tableware and furniture must be left clean and in usable condition, and returned to its original location.
- c. Lights, fans and sound system must be turned off. In warm weather, air conditioning must be turned off. In cold weather, heat must be set at 50 degrees.
- d. Doors and windows must be secured, including interior restroom doors.

6. Any damage or breakage must be reported to the Property Manager immediately.

7. Reservation of the Clubhouse does not provide exclusive use of the deck and pool area, which remain available for use by all persons entitled to use of the Amenities and Common Areas.

8. Should you wish to cancel a previously made reservation of the Clubhouse, please contact the Property Manager at the earliest date so it may be available for others.

F. Pier and Marina Rules

1. All persons entitled to use of the Amenities and Common Areas may use the piers and boat ramp for launching, boarding and retrieval of boats, fishing, crabbing, and any other purpose not inconsistent with these rules. However, boat slips and kayak/canoe storage at the marina pier may be used only as assigned by the Dockmaster in accordance with paragraphs 4 through 21 of this Section.

2. The new crabbing pier (to the right of the marina pier at the Clubhouse) and the old crabbing pier (at the foot of the Spring Valley Commons trail) are for fishing, crabbing and socializing, and for launching and retrieving canoes, kayaks, and similar unpowered light craft only. Powerboats, including PWCs, may not use these piers.

3. Kayaks, canoes, and other small unpowered watercraft may be stored in assigned space on one of the two boat racks located near the boat docks, subject to payment of the charges prescribed in accordance with paragraph 9. Depending on demand for storage space, the Dockmaster may elect to limit the number of storage spaces any individual MBPOA member may rent.

4. In accordance with the Mallard Bay Protective Covenants, only MBPOA Regular Members are eligible for assignment of a boat slip at the marina pier, upon payment of the charges prescribed in accordance with paragraph 9. A Regular Member who owns property occupied by a tenant who is an Associate Member may delegate to the Associate Member the use of a slip assigned to the Regular Member. Such delegation shall be in writing and shall accompany any application for a assignment of a slip of the use of the Associate Member. No Member may be assigned more than one slip, whether or not use of that slip is delegated to an Associate Member, but when there are unassigned slips available after March 1 and there is no waiting list for slips, the Dockmaster may permit a slipholder the temporary use of a second slip, subject to payment of the charges prescribed in accordance with paragraph 9, and to such other conditions as the Dockmaster may prescribe.

5. Only a boat belonging to the slipholder or the Associate Member to whom use of the slip has been delegated, or his/her immediate family, may be kept in the assigned slip, and no more than one boat at a time may be placed in the slip.

6. Slip assignments do not convey with the slipholder's Mallard Bay property. If a slipholder ceases to be a Mallard Bay property owner, his/her slip assignment is terminated.

7. Slip assignments are for a period of one year, beginning on March 1 and terminating on the last day of February.

8. If an assigned slip sits vacant for a continuous period of 30 days or more between April 1 and November 1 without good reason and prior arrangement with the Dockmaster,

the slip assignment may be terminated and the slip reassigned.

9. Charges for slip assignments and rack space are determined annually by the MBPOA Board of Directors. No refund will be given if a slip assignment is terminated, or a slip is vacated, before the end of the slip assignment period (but the Board of Directors, in its discretion, may authorize a refund if a slip is vacated due to death, illness, or other reason beyond the slipholder's control).

10. Slip assignments will be made by the Dockmaster to best accommodate boat size, type and draft, and to the extent practicable, the preferences of the slipholders.

11. Slips and rack space will be assigned in the following order of priority:

Priority 1: Current slip/rack space holders who request and pay for a slip or rack space not later than November 1 of the preceding year. Slips/rack space occupied by Associate Members are not eligible for Priority 1.

Priority 2: Members who request and pay for a slip or rack space not later than January 2. If more Priority 2 requests are received than there are slips or rack space available after filling Priority 1 requests, a lottery for the available slips and/or rack space will be held in time for assignments to be announced by February 1. In such lottery, applications for slips/rack space to be occupied by Regular Members will be given priority over applications to be occupied by Associate Members.

Priority 3: Members who request and pay for a slip/rack space after January 2. If any slips and/or rack space remain after Priority 1 and 2 requests are filled, they will be assigned on a first come, first served basis.

12. The date of requests submitted by mail is determined by the postmark. Payments will be refunded to those who are not assigned slips or rack space as requested.

13. Once all available slips and/or rack space are assigned, additional requests will be placed on a waiting list in the following order: first, Priority 2 requests that did not receive assignments, in the order they were drawn in the lottery, and second, Priority 3 requests, in the order they were received. Separate waiting lists will be maintained for slip and rack space requests. Slips and rack spaces that become vacant during the year, and new slips and rack spaces that are completed and become available during the year, will be assigned to requesters in the order they appear on the applicable waiting list. The waiting lists are good for one year only; they do not carry over to the next year.

14. The Dockmaster may designate any slip or rack space not otherwise assigned as transient space. Transient space may be used by MBPOA Members and their guests on a temporary basis for not more than three days, without charge and on a first come, first served basis. Members desiring to use transient space must contact the Dockmaster to determine availability.

15. By accepting a slip or rack assignment or use of temporary or transient space, the Member agrees:

a. to exercise due care in the use and occupation of the space and to vacate it in the condition it was in when assigned, acts of God and normal wear and tear excepted.

b. to release and indemnify MBPOA and its officers and employees from any liability for theft, loss or damage to the Member's boat, or arising in any way from the use of the assigned slip or rack space by the slipholder and/or his/her family and guests. In the case of a slip or rack space the use of which is delegated to an Associate Member, this provision shall apply jointly and severally to the property owner and the Associate Member.

c. (applicable to slips only) to maintain appropriate insurance on any boat occupying the assigned slip, including general liability insurance in the amount of not less than \$500,000.00 per occurrence.

d. to abide by these and all other applicable rules and regulations, as prescribed by MBPOA and all cognizant governmental entities.

16. Boats must be secured in the slips so as not to damage the dock or other boats. In the event of predicted tidal or weather conditions that could endanger the dock or boats in their slips, the Dockmaster may notify slipholders to remove their boats from the slips. If a slipholder is unable to, or otherwise fails to move his boat, the Dockmaster may move it. The Dockmaster may charge a reasonable fee for this service.

17. Water at the dock is for temporary use only. No permanent connections are permitted.

18. No overnight occupancy of boats at the dock is permitted. This is a condition of the permit to operate the community dock issued to MBPOA by the Virginia Department of Health.

19. No boats or trailers may be parked in the parking areas adjacent to the dock and clubhouse. Trailers and boats must be removed from the ramp area immediately after launching. Ample trailer parking is available in the RV lot. No vehicles may be parked, or boats tied up at the dock, in such a way as to block the launching ramp. The Dockmaster may remove trailers or boats parked or docked in violation of this rule.

20. When a slip is vacated, all lines, gear and personal items must be removed.

21. Failure to comply with any of these rules might, at the discretion of the Board of Directors, result in termination of slip assignment and denial of slip assignment in the future.

G. Rules Pertaining to Dogs and Other Pets

1. Dog owners must keep their dogs on their property or under their immediate control at all times. A dog is under its owner's immediate control only if its behavior is restrained to the same extent as it would be on a leash. A dog that approaches other persons uninvited, even in a friendly manner, is not under its owner's immediate control. A dog owner who cannot or will not comply with this Rule will be required to leash the dog at all times when it is off the owner's property and, in the event of repeat violations, may, in the discretion of the Board of Directors, be required to remove the dog from Mallard Bay.

2. Dogs must be leashed at all times while on any of the piers or in the immediate area of the Clubhouse or the Marina, including the adjoining parking lots.

3. Cat owners are encouraged to keep their cats indoors or on their property for the safety of the animal. If a cat's behavior off its owner's property results in valid complaints (e.g., killing wildlife, attacking other pets, unreasonable noise) the owner, may, in the discretion of the Board of Directors, be required to confine the cat or remove it from Mallard Bay.

4. Animals other than dogs or cats that may lawfully be kept as pets must be kept on the owner's property at all times.

H. Motor Vehicles

1. The speed limit on all roadways in Mallard Bay is 25 mph. Drivers must be alert at all times for pedestrians, bicycles, golf carts and wildlife.

2. Golf carts and similar unlicensed passenger carrying vehicles may be operated within the boundaries of Mallard Bay on the paved roads, the clubhouse, marina and storage lot access drives and parking lots, the Spring Valley Commons tennis court parking area, and the graveled roadways across the lower dam between Mallard Bay Drive and Canvasback Lane and the upper dam (Flyway Commons) between Mallard Bay Drive and the northwest end of the dam. Such vehicles may not be operated on any common land in Mallard Bay other than the roadways and parking areas designated above. The operation of all terrain vehicles or other unlicensed vehicles designed for off road use, any unlicensed vehicle capable of speeds in excess of 25 mph, or any vehicle which makes excessive or offensive noise, is not permitted anywhere in Mallard Bay.

J. PROCEDURES FOR RECEIVING AND PROCESSING COMPLAINTS

J.1 BACKGROUND

a. The Mallard Bay Property Owners Association Board of Directors (MBPOA BOD) receives and considers complaints in accordance with the provisions of this written process. Virginia law requires property owners associations to have a written procedure for processing complaints. This procedure is based on the requirements of the Common Interest Community Ombudsman Regulations effective July 1, 2012.

b. The regulation requires that associations set rules for receiving and considering complaints from members and other citizens. Specifically, the regulation (i) requires associations to establish written complaint procedures; (ii) requires the maintenance of association complaint records; (iii) sets time frames in which associations must complete certain actions; (iv) indicates the consequences for failure of an association to establish and utilize a complaint procedure; and (v) establishes procedures and forms for filing a notice of final adverse decision. The law that authorizes the Board to establish these regulations is found in Chapter 29 (§ 55-530) of Title 55 of the Code of Virginia. The regulations are available at <www.dpor.virginia.gov>. This paragraph and significant portions of this rule for the processing of complaints by the MBPOA BOD are taken directly (or with some modifications) from the regulation.

c. Complaints may be submitted by Mallard Bay property owners or by citizens who are not property owners.

J.2 ORGANIZATION

a. The MBPOA BOD, in order to efficiently and effectively process complaints, has established the position of Complaints Coordinator. The Complaints Coordinator shall receive, acknowledge, coordinate the analysis, involve the appropriate people, report to the MBPOA BOD, provide notice to the complaint of the decisions of the MBPOA BOD, and serve as the coordinator in all matters involving a complaint about the MBPOA BOD. The Complaints Coordinator shall be appointed by, and shall report to, the MBPOA BOD.

b. The Complaint Coordinator for the MBPOA shall be the individual who is currently in the office of Vice President, or acting Vice President of the Board of Directors.

J.3 RECEIPT OF A COMPLAINT

a. Informal Complaints, either verbal or delivered by e-mail, shall be addressed in a timely manner and brought to the attention of the MBPOA BOD at the first opportunity after submittal. Each complaint shall receive due consideration and the complainant shall be notified of the decision of the MBPOA BOD. Hopefully, all complaints can be resolved as Informal Complaints. The procedures detailed in the rest of this written procedure are intended for formal - not informal - complaints.

b. Formal Complaints - those that allege inconsistency with law or regulations and not resolvable as informal complaints - shall be submitted in writing on the Complaint Submittal Form (FORM MBPOA-COMPLAINT) or in a format consistent with that form. This formal complaint process is for members and citizens who are not property owners to submit complaints related to violations of common interest community law or regulations. Common interest community laws include the Property Owners Association Act and Virginia Real Estate Laws.

b.1 Formal Complaints shall be accompanied by a fee of \$22.00. The fee is charged to cover the cost of certified or registered mail as required by the regulation. This fee may be partially or wholly waived at the sole discretion of the Complaints Coordinator for complainants who are willing to accept hand delivery of documents at a Mallard Bay address and so state in the Complaint.

b.2 Copies of any documentation that is claimed to be pertinent to the complaint must be provided with the complaint. In addition, to the extent the complainant has knowledge of the law or regulation applicable to the complaint, the complainant shall provide that reference, as well as the requested action or resolution

b.3 Delivery: A formal complaint shall be delivered by mail to the address of record for the MBPOA or by hand to the MBPOA BOD Complaints Coordinator.

c. Written acknowledgment of receipt of the complaint shall be delivered or mailed to the complainant within seven days of receipt. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or if consistent with established association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. If the written complaint includes a request for total or partial waiver of the processing fee the decision of the Complaint Coordinator shall be communicated to the complaint at that time. Failure to pay a required fee will result in return of the complaint to the complainant with no action.

J.4 PROCESSING OF COMPLAINT

a. The Complaint Coordinator shall review the complaint at the earliest opportunity to determine that all material is legible and complete. The Complaint Coordinator shall, within five working days notify the President of the MBPOA BOD or his surrogate of the nature of the complaint and the people in the association organization who should be involved in the analysis of the complaint. Working with the President and other members of the organization as may be deemed appropriate, a plan for the analysis and review of the complaint shall be developed.

b. Should additional information, explanations, or clarifications be required, the same shall be requested of the complainant. A reasonable deadline for submittal, depending on the nature of the additional material requested, shall be established. To the extent feasible, processing of the complaint will continue within the association during this time. Should the requested material not be submitted by the deadline, within thirty days a determination shall be reached based on the available information and the complainant informed of the result. Form MBPOA-REQUEST FOR INFORMATION is provided for a request for additional information.

c. Within sixty days of receipt of the complaint a special meeting of the MBPOA BOD shall be held to consider and approve action or other determination of the complaint. Notice of the date, time, and location that the matter will be considered shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided or, if consistent with established association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, at least seven days prior to the meeting. In the event the sixty days of deliberation and analysis is deemed excessive by the complainant, the original complaint shall request expedited processing.

J.5 FINAL DETERMINATION

a. After due consideration and deliberation, the MBPOA BOD shall render a decision. No appeal process within MBPOA is available and the rendered decision is final.

b. After the final determination is made, the written notice of final decision or determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided or, if consistent with established association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, within seven days. Form MBPOA-REQUEST FOR INFORMATION is provided for written notice of final determination.

c. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws, or regulations that led to the final determination, as well as the registration number of the MBPOA.

d. The notice of final determination shall include information about the complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information. (See FORM MBPOA-NOTICE OF FINAL DETERMINATION)

e. A record of each association complaint filed with the association shall be maintained in accordance with § 55-530 E 1 of the Code of Virginia. The record shall include all documentation including personal notes, written summaries of phone calls, and references to laws and regulations. The record shall be maintained for a minimum of one year.

f. Upon receipt of the notice of final adverse decision from the complainant, the CIC Board may, In accordance with § 55-530 G of the Code of Virginia, request additional information from the association that made the final adverse decision. Upon request, the Mallard Bay Property Owners Association shall provide such information to the Office of the Common Interest Community Ombudsman within a reasonable time.

J.6 REVIEW OF CIC BOARD DIRECTOR DETERMINATION

a. On receipt of a Determination issued on a Complaint about Mallard Bay by the Director of the Office of the Ombudsman of the Common Interest Community the Complaint Coordinator shall bring the matter before the MBPOA BOD at the next regular board meeting where the implications of the new information shall be explored.

FORMS

FORM MBPOA-COMPLAINT

FORM MBPOA-REQUEST FOR INFORMATION

FORM MBPOA-NOTICE OF FINAL DETERMINATION

Form MBPOA-COMPLAINT

Mallard Bay Property Owners Association
P. O. Box 87, Heathsville, Virginia 22473

ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (Board) of the Mallard Bay Property Owners Association has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the Board of Directors inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Complaint Titled _____ Dated _____

Description of Complaint:

State the requested action or resolution of the issues described in the complaint.

Sign, date and print your name and address below and submit this completed form to the Mallard Bay Property Owners Association at the address listed above.

Printed Name: _____ Signature: _____

Date: _____

Mailing Address:

Lot Number: _____ Contact Preference: Phone E-Mail Other

E-mail Address: _____ Phone Number: _____

FORM MBPOA-REQUEST FOR INFORMATION

MALLARD BAY PROPERTY OWNERS ASSOCIATION
P. O. Box 87, Heathsville, Virginia 22473

REQUEST FOR ADDITIONAL INFORMATION

To: _____

In reference to:

Complaint Titled _____ Dated _____

A preliminary review of your Complaint referenced above has surfaced questions which require additional information. Accordingly, you are requested to provide the following information:

The requested information shall be submitted to the MBPOA Complaint Coordinator, Mr/Ms _____

no later than _____ days from the date of this request.

Failure to provide the requested information by the deadline established above may result in return of your complaint without action on the part of the MBPOA BOD.

Questions about this request may be submitted to the MBPOA Complaint Coordinator.

Signed _____ Date: _____

FORM MBPOA-NOTICE OF FINAL DETERMINATION

MALLARD BAY PROPERTY OWNERS ASSOCIATION
NOTICE OF FINAL DETERMINATION

Date of Issue _____

Complaint Titled _____ Dated _____

TO:

The Mallard Bay Property Owners Association (MBPOA) has, after due deliberation and debate, determined that

This determination is FINAL. There is no appeal process available within the MBPOA and the rendered decision is final.

The Mallard Bay Property Owners Association Registration Number is **0550002844**.

If, after the MBPOA Board’s consideration and review of the complaint, the MBPOA Board has issued a final decision adverse to the complaint that does not provide for, either wholly or in part, the cure or corrective action sought by the complainant, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. A copy of the notice of final adverse decision shall be sent to the Mallard Bay Property Owners Association Complaint Coordinator. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Maryland Drive, Suite 400
Richmond, VA 23233
804/367-2941

CICOmbudsman@dpor.virginia.gov