

**BRIDGEWATER
BAY**

**UNIT
OWNERS
REFERENCE
GUIDE**

TABLE OF CONTENTS

DEFINITIONS.....PAGES 1 – 4

PEOPLE WHO SUPPORT THE.....PAGES 4 – 5
OPERATION OF BRIDGEWATER BAY

THE RULES AND REGULATIONS.....PAGE 6
WE LIVE BY

YOUR UNIT – YOUR HOME

EXTERIOR MAINTENANCE.....PAGES 7 - 8

SETTING THE INTERIOR TEMPERATURE.....PAGE 8
WHEN NOT IN RESIDENCE

YOUR DRYER AND VENT SYSTEM.....PAGES 8 - 9

ACCESS TO YOUR UNIT.....PAGES 9 - 10

AN EMERGENCY OCCURS AT YOUR.....PAGES 10 – 11
UNIT – YOUR RESPONSIBILITIES AND
THE STEPS TO TAKE

IF YOU RENT YOUR UNIT.....PAGE 11

IMPROVEMENTS TO YOUR UNIT.....PAGE 11

INSURANCE

INSURANCE ON YOUR UNIT.....PAGE 12

THE MASTER INSURANCE POLICY AND YOU.....PAGE 12

ADDITIONAL TOPICS RELATING TO THE UNITS

DECKS, PATIOS AND COMMON ELEMENTS.....PAGE 13
ADJACENT TO THE UNIT

USE OF UNITS FOR COMMERCIAL PURPOSES.....PAGE 13

OUTSIDE GRILLS.....PAGE 13

TRASH.....PAGE 14

EXTERIOR DECORATIONS.....PAGE 14

EXTERIOR HOLIDAY DECORATIONS.....PAGE 14

OTHER DECORATIONS.....PAGE 14

SIGNS.....PAGE 14

FLAGS.....PAGE 14

YARD SALES.....PAGE 15

PETS IN BRIDGEWATER BAY..... PAGE 15

GUESTS VISITING YOU IN BRIDGEWATER BAY..... PAGE 15

PARKING AND VEHICLES..... PAGE 16

OUTSIDE ACTIVITIES AND NOISE

FROM THE BRIDGEWATER BAY HOUSE RULES.....PAGE 17

VIRGINIA STATE AND BEDFORD COUNTY.....PAGE 17
NOISE CODES

BEDFORD COUNTY SHERIFF DEPARTMENT.....PAGE 18
RECOMMENDATIONS

ANIMAL CONTROL.....PAGE 18

VEHICLES IN BRIDGEWATER BAY

REQUIREMENTS TO OPERATE A VEHICLE.....PAGE 19
IN BRIDGEWATER BAY

VEHICLES PROHIBITED FROM OPERATING.....PAGE 19
IN BRIDGEWATER BAY

GOLF CARTS.....PAGE 19

DRIVING IN BRIDGEWATER BAY.....PAGE 20

COVERED DOCKS/BOAT SLIPS/FLOATING DOCKS

COVERED DOCKS.....PAGE 20

BOAT SLIPS.....PAGE 20

MAINTENANCE OF THE COVERED.....PAGE 21
BOAT DOCKS

ADDING DECKING/DOCK BOXES.....PAGE 21
TO YOUR ASSIGNED SLIP

FLOATING DOCK AKA COURTESY DOCK..... PAGE 21

**ARCHITECTURAL SPECIFICATION STANDARDS
AND REQUEST FORMS**

ARCHITECTURAL SPECIFICATION STANDARDS.....PAGE 22

REQUEST FORMS.....PAGE 22

ARCHITECTURAL REQUEST FORM.....PAGES 22 – 23

LANDSCAPE REQUEST FORM.....PAGE 23

IF WE KNOW ABOUT IT WE CAN GET IT FIXED.....PAGE 23

CLUBHOUSE USE.....PAGES 24 – 26

DEFINITIONS

In a Condominium Development such as Bridgewater Bay there are some words or terms that are frequently heard and need to be defined or explained.

CONDOMINIUM: This means real property. When used as “the condominium”, in our case, it means the entire area we generally call Bridgewater Bay including everything within the boundaries of our development. Keep in mind that within Bridgewater Bay there is **developed** land and **undeveloped** land. The **developed** land is that land which has units (or homes), clubhouse, pool, tennis courts, golf cart paths, boat docks and the grass that is associated with these areas. The **developed** land has been **annexed to** or transferred to the Association by the **Declarant** (also known as the **Developer**). The Association owns the **developed land** (excluding the roads) and is responsible for maintaining this property.

Within what is referred to as Bridgewater Bay is also **undeveloped** land which, as the name implies, has not yet been developed or built on. This land is owned by and is the responsibility of the **Declarant** (or the **Developer**). This land has not been **annexed to** or transferred to the Association.

UNIT: Means “a portion of the condominium designed and intended for individual ownership and use.” **In plain language – your home.** With some exceptions, all exterior maintenance of the **unit** is the responsibility of the Association. Those exceptions will be discussed later.

- COMMON ELEMENTS:** Means “all portions of the condominium except for the units”. The **Common Elements** of Bridgewater Bay are all the developed land and includes things such as the grass areas, clubhouse, swimming pool, tennis courts, golf cart paths, covered boat docks and the floating dock which is also known as the courtesy dock. The Common Elements are for the use and enjoyment of **all** unit owners, their families and guests. The Common Elements are maintained by the Association.
- LIMITED COMMON ELEMENTS:** Means “portions of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all of the units.” Simply stated, the owner(s) of a unit or units have **exclusive use** of the driveway, patio, balcony, sidewalk, entry porch and the boat slip assigned to each of their unit or units. The **Limited Common Elements** are maintained by the Association.
- CONDOMINIUM INSTRUMENTS:** This is a collective term referring to the Declaration Of Condominium, Bylaws, House Rules, plats or plans or Amendments. These are all recorded at the Bedford County Courthouse and shall be considered an integral part of the **Condominium Instruments**.
- EXECUTIVE ORGAN:** Means an “executive and administrative entity, by whatever name denominated, designated in the condominium instruments as the **governing body** of the unit owners’ association”. In Bridgewater Bay the governing body is referred to as the **Bridgewater Bay Board of Directors**.
- CAPITAL COMPONENTS:** Means “those items, whether or not part of the Common elements, for which the unit owners’ Association has the obligation for repair, replacement or restoration and for which the executive organ determines funding is necessary.”

THE BUDGET:

The annual budget is made up of two distinct parts which are the **Operating Fund** and the **Reserve Fund**.

The **Operating Fund** is the primary part of the budget since it is the portion which is used to pay for the cost of maintaining Bridgewater Bay. It is used for those things that are predictable, expected and are in need of attention on a regular (annual) basis. These items would include grass cutting, swimming pool maintenance, electric bills for the street lights, shrub and tree maintenance, regular servicing of the septic system and associated equipment. While this list is not all inclusive, you get the idea.

The **Reserve Fund** is used to pay for those unexpected things that do not occur on a regular (annual) basis such as replacing a heat pump at the clubhouse, repairing streetlights, replacing an appliance at the clubhouse, repairing sidewalks, driveways and porches. Again this list is not all inclusive but the uses for the **Reserve Fund** are obvious. The BWB Bylaws state quite well how this works: "Extraordinary expenditures not originally included in the Budget, which may become necessary during the year **shall be charged first** against reserves." It is required by the Virginia Statutes that a condominium development such as ours shall establish and maintain a **Reserve Fund**. Although the amount in either dollars or percentage of the total budget is not specified, contributions shall be made on a regular basis.

**SHORT TERM
TENANT:**

A short term tenant is one whose rental agreement specifies a period of **less than 30 days**.

**LONG TERM
TENANT:**

A long term tenant is one whose rental agreement specifies a period of **30 days or more**.

PEOPLE WHO SUPPORT THE OPERATION OF BRIDGEWATER BAY

**BOARD OF
DIRECTORS:**

The Bridgewater Bay Bylaws state that the Board of Directors may consist of as few as three or as many as seven Directors who are voted to the Board by the Owners. There are four Officers: President, Vice President, Secretary, Treasurer and the remainder serve as voting Director(s) but do not hold an "Officer" position.

The Board of Director members serve for a period of one year from the end of the Annual Owners' Meeting until the end of the next Annual Owners' Meeting. This meeting is normally held in January. The Board of Director members are not limited to a maximum number of terms that they may serve, however the Owners decide who will serve on the Board for the next year by voting from a list of nominees which could include incumbents.

The Board of Directors are responsible for the daily operation of BWB which includes, but is not limited to administration, maintenance and repair of all capital components, choosing and overseeing all vendors that provide services in BWB, and administrating the Bylaws and House Rules.

**ASSOCIATION
MANAGEMENT
COMPANY:**

The current Management Company for BWB is Townside Property Management. The Company receives, posts and deposits all homeowner dues, establishes and maintains bank accounts, provides bookkeeping services, prepares and files all appropriate tax forms. The Company attends all meetings and advises the Board as to changes in governmental statutes and regulations and maintains all official records of the Association. This is only a small part of their responsibilities. Townside can be reached at:
Kathy York: kathy@townside.com

COMMITTEES:

There are currently five committees in Bridgewater Bay. They are the Architectural Review Board, Landscape Oversight Committee, Financial Oversight Committee, Social Committee and the Nominating Committee. These Committees are made up exclusively of owners who volunteer to give of their time and talents for the benefit and betterment of Bridgewater Bay. If an owner is interested in volunteering for one or more of these committees, they may contact any Board Member for more information. Additional committees may be created at the discretion of the Board of Directors

THE RULES AND REGULATIONS WE LIVE BY

A frequently asked question is “where do the rules and regulations we live by In Bridgewater Bay come from?”

The absolute top of the “food chain” with reference to rules/regulations and laws governing Condominium Developments and their Associations is a document entitled **VIRGINIA STATUTES**. This document, which is specific to Virginia Condominium Developments includes the **CONDOMINIUM ACT** and the **PROPERTY OWNERS’ ASSOCIATION ACT**.

The next step down in priority is the Bridgewater Bay **DECLARATION OF CONDOMINIUM** which was written in 2005 when development began.

The next document down in priority is the Bridgewater Bay **BY-LAWS** which are created directly from the Virginia Statutes and are, in most cases, verbatim. There are some sections or portions of a section that are written specifically to complement our specific development or situation. From time to time the Bridgewater Bay By-Laws will have changes made to them which are called **ADDENDUMS, RESOLUTIONS OR AMMENDMENTS**.

Moving down the rules/regulations pyramid, the next category would be the **BWB HOUSE RULES** (also referred to as **RULES AND REGULATIONS**). First a quote from the **VIRGINIA STATUTES** on the subject of House Rules/Rules and Regulations. “The Board Of Directors shall have the power to establish, adopt and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the Association by the Declaration.” These Rules and Regulations are normally not covered in any of the other documents because they are most often specific to the needs of the development for which they were written. In our Documents these are known as the Bridgewater Bay Condominium Unit Owners’ Association House Rules.

When all else fails and none of the above documents cover a subject that needs to be addressed, into the arena steps good judgement, common sense and a determination of what would be best for the community. The BWB Board Of Directors use all of these tools to make their decisions.

EXTERIOR MAINTENANCE

With some exceptions, the exterior of your unit is maintained by the Association. The exceptions listed below are either the responsibility of the unit owner or the service provider:

1. Any portion of the HVAC system which is outside of the unit including all electrical and coolant lines are the responsibility of the unit owner.
2. Repair and replacement of all exterior lights attached to the unit are the responsibility of the unit owner. Exterior light replacement requires the submission of an Architectural Request Form. Approval from the Board of Directors must be received before any work can be done.
3. The cleaning, repair and replacement of all exterior windows, exterior hinged doors, exterior sliding doors and screens are the responsibility of the unit owner.
4. Cleaning of the lower patio area and upper porch area including removal of spider webs, mud dauber nests, etc. are the responsibility of the unit owner.
5. Telephone lines from the service pedestal outside of the unit to and including the box mounted on the exterior of the unit are the responsibility of the service provider. The telephone lines from the exterior box into the unit are the responsibility of the unit owner.
6. The water supply line from the Bedford Regional Water Authority meter to the unit including the water pressure regulator is the responsibility of the unit owner.
7. The electric power line to and including the meter which is mounted on the exterior of the unit is the responsibility of Appalachian Power. The box in which the meter is mounted and the wiring from the meter into the unit is the responsibility of the unit owner.
8. The satellite dish(s), the pedestal(s) they are mounted on and the cables to and including the junction box just before entering the unit are the responsibility of the provider. The cables from the junction box into the unit are the responsibility of the unit owner. Installation of a satellite pedestal/dish, removal of the same or a change in provider requires the submission of an Architectural Request Form. If satellite dish(s) and or pedestal(s) are no longer used, the unit owner must have them removed. Approval from the Board of Directors must be received before any work can be performed.
9. Television/internet cables to and including the junction box just before entering the unit are the responsibility of the provider. The cables from the junction box into the unit are the responsibility of the unit owner.
10. The sewer line from the unit to where it joins the main sewer line is the responsibility of the unit owner.
11. The HVAC condensate line from the floor drain to where it terminates outside the unit is the responsibility of the unit owner. If the interior part of the HVAC system and condensate line are in the attic, that line from the interior HVAC system to where it terminates outside the unit is the responsibility of the unit owner.

12. The clothes dryer vent to and including the vent cover/screen on the exterior of the unit is the responsibility of the unit owner.
13. The propane gas tank and the gas line to the connection point on the outside of the unit is the responsibility of the unit owner. If a unit owner intends to install a propane tank for the first time or changes from one propane provider to another, and it requires changing the propane tank and gas line, an Architectural Request Form must be submitted. Approval from the Board of Directors must be received before any work can be done.

SETTING THE INTERIOR TEMPERATURE WHEN NOT IN RESIDENCE

Many unit owners have a primary residence elsewhere and may be away from their Bridgewater Bay unit for extended periods of time. During the Winter owners are responsible for maintaining the interior temperature of their unit sufficiently high enough that water pipes are not in danger of freezing.

Regardless of the time of the year, when owners are not in residence, they may want to consider turning off the main water valve and perhaps opening the lowest faucet in their unit long enough to relieve the pressure on the lines. The reason for this is that should the failure of a water line or fitting occur in your absence, even the relatively small amount of water in the lines could cause a significant amount of damage. Another reason is if the water migrates to an adjacent unit or to the unit below you (assuming there is one) the responsibility for any damage that could occur rests with the owner of the unit where the leak originated.

The unit owner should also consider turning off the hot water heater by using the circuit breaker located near the hot water heater. When the owner returns to their unit, it is suggested that the main water valve be turned on first and then the hot water heater circuit breaker. This will ensure that the upper heating element in the tank is covered with water avoiding any possible damage.

YOUR DRYER AND THE VENT SYSTEM

Cleaning the lint filter in your dryer each time before using it will improve the dryers' efficiency, help your dryer last longer and reduce the chance of a fire. Another important, but often forgotten step to take, is cleaning out the dryer vent which runs from the rear of your dryer to the vent cap on the outside of your unit. There have been several reports of restrictions or blockages in the pipe caused by lint building up which is a potential fire hazard.

The Board of Directors asks that unit owners clean out their dryer vent and pipe on a regular basis. If this has not been done for a long time, or if to your knowledge it has never been done, a pro-active approach may be warranted to keep your home safe. The owner may clean the vent pipe themselves or the owner may hire someone to clean it for them or a third option would be to contact Townside and make arrangements to have the Association clean the vent screen and pipe. The owner will then be billed for the work.

ACCESS TO YOUR UNIT

The **Declaration Of Condominium** requires that “The Association or it’s Managing agent maintain a key to each unit.” The **BWB By-Laws** specify that “The President or any person authorized by the Board of Directors shall have the right to enter a unit in case of any emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.”

All copies of unit keys (provided by the owner) are kept at the Property Managers’ residence. The keys are kept in a lock box in the unit and are not referenced by the units’ address. The key is assigned a number at random.

From a practical standpoint, consider this situation: When an emergency occurs and no one is in residence, and a spare key is not available, there is only one way to enter the unit to deal with the emergency. That is by breaking in through a door or window. In a situation such as this, the unit owner would be responsible for repairs that result from the emergency entry.

Here is an example of an actual situation. A water pipe in the finished basement of a condo unit became disconnected. Workmen that happened to be working outside the unit noticed water coming out of the basement sliding door and notified the Property Manager. The Property Manager had a key to the unit, used the key to enter the unit and turned the main water valve off. Was there damage because of the water leak – yes. Could it have been much worse – absolutely. And because the unit key was available, further damage was avoided and the unit owner did not have the additional cost of repairing or replacing a door or window.

To carry the thought of a spare key in a different direction, perhaps you are at your permanent residence which happens to be some distance from BWB. Needed repair work on your upper porch stucco had been previously reported by you and it is time to schedule the work which will be done at Association expense. With your permission and the availability of a spare key, the work can be accomplished without you having to travel to your unit to let the workers in.

AN EMERGENCY OCCURS AT YOUR UNIT – YOUR RESPONSIBILITIES AND THE STEPS TO TAKE

If an emergency occurs at your unit such as a water leak, and you are in residence, there are certain responsibilities placed on the owner and a suggested sequence of steps to take. The primary responsibility of the owner is to mitigate the damage.

1. For a water leak the first step is to turn off the main water valve.
2. If the water appears to be coming from an adjacent unit or the unit above you, contact that owner to turn their water off. If the unit owner is not in residence or doesn't answer, notify the Property Manager, a member of the Board of Directors or the Management Company (Townside) . If a spare unit key is available for the unit that is causing the water intrusion, an authorized representative can enter the unit and turn it off. Some residents have chosen to not provide a key. Keep in mind that as a last resort the BWB By-Laws give several people such as the Property Manager and the Board of Directors the authority to enter the unit in an emergency by whatever means is necessary and that the unit owner is responsible for the repairs that result from the entry.
3. The owner of the unit that caused the water intrusion is responsible for contacting a company that provides remediation services.
4. The owner of the unit that caused the water intrusion is responsible for any damage to adjacent unit(s) or unit(s) below.
5. The owner of the unit that caused the water intrusion is responsible for notifying their insurance carrier of the incident.
6. The owner of the unit that caused the water intrusion is responsible for notifying a member of the Board of Directors or the Management Company (Townside) if it is not already known to them.
7. The official who receives the notification from the owner will ensure that the insurance agent for the Association is informed of the incident and the agent will, in turn, notify the insurance company that issued the Associations' Master Policy.

8. Once these notifications have been made, the Board of Directors and the Management Company (Townside) have no further involvement in the process with the possible exception of responding to any question asked by the Association's insurance agent or the company which issued the Master Policy.
9. Liability and/or responsibility is not determined by the Board of Directors or the Management Company (Townside). That decision is made by the two insurance companies.
10. After an incident has occurred and the unit owner has any questions, they should be directed to the unit owners' insurance company. If necessary, that company will contact the Associations' Master Policy Carrier with the inquiry. The reverse is also true. If the Association or the Management Company (Townside) have questions, they will ask the Associations' Master Policy Carrier and if necessary the Master Policy Carrier will contact the owners' insurance company.

IF YOU RENT OR LEASE YOUR UNIT

Owners who rent or lease their units have a few responsibilities to fulfill.

1. They **are to make certain** that their tenants are made aware of all property rules and regulations.
2. These owners must secure all necessary governmental permits.
3. All units available for rent or lease must be made known to the Association by completing an annual Declaration of Unit Rental Status Form. The Management Company (Townside) can be a valuable resource in assisting unit owners to work through this process.

IMPROVEMENTS TO YOUR UNIT

It is likely that many owners have made improvements to their units. Some have been minor and others major with quite a bit in between. Each unit owner is required to notify the Board of Directors of all improvements made to their unit when the value exceeds \$1,000.

INSURANCE ON YOUR UNIT

Any unit owner who obtains an individual insurance policy or policies covering any portion of the unit is required to file a copy of the individual policy or policies with the Board of Directors within 30 days after the purchase of such policy. The unit owner is also required to promptly notify the Board of Directors if the policy is canceled. Submission of the entire policy is not necessary, and only the Declarations Page will be needed. In some cases the Declarations Page may show the fees charged to the unit owner(s). These may be blacked out if you choose.

THE MASTER INSURANCE POLICY AND YOU

The Association is required to maintain a Master Insurance Policy on the Property. This policy is through Erie Insurance and it has a deductible clause in the amount of \$50,000. What this means to an owner is that if a unit suffers damage and it is determined that the Association is responsible for the repairs, the following will apply:

If the damage exceeds \$50,000, the Master Policy will not begin to pay until the \$50,000 deductible is reached. This puts the responsibility for the first \$50,000 on the unit owner(s) either through "out of pocket" or the owners' HO-6 Policy. The Board Of Directors suggests that owners contact their insurance agent and inform them of the Master Policy Deductible. Some insurance companies may refer to the coverage as "buildings, alterations and betterments." The unit owners' insurance agent may or may not recommend a change to the HO-6 Policy. This information is to provide owners with a reminder of the current Master Policy Deductible. The decision whether to act on this or not is entirely up to the owner. If you have any questions on this subject, the Management Company (Townside) or any Board Member are able to answer them.

As a side issue, keep in mind that should a unit suffer a major loss, and it is found to be the fault of the Association, Erie Insurance will only restore the unit to an "as originally built" status. If the current owner or a previous owner made upgrades to the unit such as appliances, flooring, counter tops, cabinets, etc. they would not be returned to the up-graded status, only to the "as originally built" status. If the unit was originally sold without the basement being finished and the current or a previous owner finished the basement, the same concept would apply – the unit would only be returned to the "as originally built" status.

DECKS, PATIOS AND COMMON ELEMENTS ADJACENT TO THE UNIT

1. Unit owners are asked not to hang garments, towels, wash, rugs or other items from windows, deck, railings or patios. No outside facilities or structures for hanging wash or other items may be erected. Patio furniture, picnic tables, children's toys, activity sets, etc. may not be left on the lawns or other common elements for more than 24 hours.
2. Personal property such as bikes, water toys, trash, gasoline containers, etc. may not be left on the lawn areas.
3. The storage of any personal belongings or materials or the placement of storage structures on decks or anywhere around the exterior of residential buildings or on Common Elements is prohibited.
4. Only patio-style furniture, exterior decorations, cooking grills and potted plants may be placed on decks and porches.
5. Potted plants are allowed in and next to entryway porches, walkways and driveways as long as ingress and egress is not obstructed
6. The size, style and location of all exterior propane gas tanks and satellite dishes located on Common Elements must have prior approval of the Association. If an owner changes propane providers necessitating a change in tanks or changes television service providers necessitating a change in satellite dishes including removal, the owner(s) must have prior approval of the Association. Any unused satellite dishes and/or the pedestals on which they are mounted shall be removed by the unit owner.

USE OF UNITS FOR COMMERCIAL PURPOSES

Except for model units, units may be used for residential units only.

OUTSIDE GRILLS

Outside grills may be used only in compliance with the following rules:

1. All propane and electric grills shall be UL Approved.
2. All grills shall be portable and may not be permanently mounted.
3. Only propane and electric grills are allowed and, when in use, must be at least 24" above the floor (this precludes hibachi's) and at least 36" from walls, windows, deck and patio doors. Propane cylinders, when used, must comply with the same distance requirements as grills.
4. The use of wood/coal stoves and/or kerosene in the units, in the Limited Common Elements or Common Elements is prohibited.

TRASH

1. Owners and guests are responsible for removing all trash from Units and shall not leave trash on Common Elements or Limited Common Elements.
2. Trash receptacles must remain within the confines of the individual units, however, commercial receptacles may be placed curbside for not more than 12 hours during the designated day of collection.

EXTERIOR DECORATIONS

Any exterior decorations must be approved by the Association. The owner must make their request in writing (using the Architectural Request Form). Complete descriptions and specific locations would be helpful.

EXTERIOR HOLIDAY DECORATIONS

Exterior holiday decorations may be exhibited no sooner than 30 days prior to and not later than 15 days after the holiday.

OTHER DECORATIONS

No decorations or ornamentations of any kind that are visible from the exterior of building are to be displayed in or around exterior windows with the exception of window treatments (blinds, shades, curtains, etc). Exception: Temporary holiday decorations are allowed as stipulated in **EXTERIOR HOLIDAY DECORATIONS**.

SIGNS

Owners selling their units may post a "For Sale" notice (8 1/2" X 5 1/2") on the community bulletin board at the Clubhouse subject to guidelines established by the Board Of Directors. A temporary "Open House" sign may be displayed in front of units only during such time the unit is open for inspection. "For Sale", "For Lease" or "For Rent" signs are prohibited from unit windows, Common Elements and Limited Common Elements.

FLAGS

The only flag allowed to be displayed on BWB property is the American Flag. A single flag no larger than 3 feet by 5 feet may be hung from a pole mounted to the center railing stanchion of the rear decks.

Yard sales are not allowed anywhere within Bridgewater Bay.

PETS IN BRIDGEWATER BAY

1. No livestock, fowl or other animals may be kept in any unit except for domestic cats, dogs and pet birds. Only 2 of any species are allowed without written consent of the Association.
2. No animals of any kind may be kept for commercial use or purpose.
3. Dog houses, pens or animal shelters are not permitted on Limited Common Elements or Common Elements.
4. No animal shall be allowed to run loose outside of any Condominium Unit or on Common Elements but shall be on a secure leash and under the control of a responsible person.
5. Pet owners shall immediately remove all solid waste left by their pets upon Common Elements or Limited Common Elements.
6. All pets shall have received all necessary vaccinations, inoculations and licenses as required by law.
7. Pets shall not be tethered, tied up or left unattended on decks, patios or any exterior area. Pets shall not be allowed to continually bark or disturb other owners and/or guests.
8. Pets owned by or in possession of tenants who are renting short term (less than 30 days) are not permitted on Bridgewater Bay property. Tenants who are renting long-term (30 days or more) may keep pets with written approval of the unit owner.

GUESTS VISITING IN BRIDGEWATER BAY

1. Non-resident guests (which are those not staying overnight) who are using the swimming pool and/or tennis courts **must** be accompanied by an owner or a long-term tenant.
1. Resident guests (those staying on property overnight) do **not** need to be accompanied by an owner when using the tennis courts or swimming pool.
2. Owners may not give friends or other non-resident guests permission to use BWB facilities without the owner's being present at those facilities.

PARKING AND VEHICLES

1. Vehicle parking is allowed only on streets, driveways and designated parking areas such as the clubhouse. Parking of vehicles with tires outside street curbing (i.e. on the grass) is prohibited.
2. No inoperable or unlicensed vehicles may be stored on streets, driveways or parking areas nor may repairs to vehicles be performed in these areas. Vehicles parked in violation of this rule are subject to removal by a bonded towing service at the owners' expense and any damages that occur as a result of the vehicles' removal are the owners' responsibility.
3. The posted speed limit in Bridgewater Bay is 20 mph. Owners are asked to exercise extreme caution when driving in BWB. Residents and guests walk frequently and there are slow moving golf carts being driven here.
4. No campers, recreational vehicles (RV's), buses or trailers (unpowered vehicles towed by another vehicle) of any kind may be stored within Bridgewater Bay. However, owners may bring said vehicles on to Bridgewater Bay streets and driveways for the purpose of immediate loading or unloading of contents. Under no circumstances shall these vehicles be parked on Bridgewater Bay streets or driveways overnight or when active loading or unloading is not taking place.
5. Vehicles mentioned in #4 above may be temporarily parked in the designated parking areas behind the clubhouse. Owners please take note that there are four (4) spaces with signs where parking of these vehicles is allowed and three (3) spaces with signs where parking of these vehicles is prohibited. Parking in this area shall be on a space available basis for no longer than 7 continuous days and further limited to no more than 7 days in any 30 day period. In addition, owners of said vehicles must notify the Bridgewater Bay Management Company (Townside) of their intent to temporarily park vehicles in the designated area and stipulate how many days the vehicle will remain.

Bridgewater Bay shall not be responsible for these vehicles or their contents while they are on Bridgewater Bay Property and shall reserve the right to have said vehicles removed at the owners' expense by a bonded towing service if they are in violation of the limits stipulated above and any damages that occur as a result of the vehicles removal is the owners' responsibility.

OUTSIDE ACTIVITIES AND NOISE

FROM THE BRIDGEWATER BAY HOUSE RULES

“Noxious or offensive activity or noise is prohibited, in or upon any part of Bridgewater Bay property, nor shall anything be done thereon which may be or become an annoyance or nuisance, public or private, to the Condominium occupants, or which shall in any way interfere with the quiet enjoyment of each of the owners of his or her unit. There shall be no loud or offensive noises in the hallways or other interior Common Elements.”

VIRGINIA STATE AND BEDFORD COUNTY NOISE CODES

The topic of noise is covered in great detail in the Virginia Code and repeated in the Bedford County Code. Even though BWB is a private community and located on private roads, the residents, renters (long and short term) and guests of both shall comply with all parts of the above mentioned Codes.

Although the County Codes are quite lengthy and detailed, let’s try to simplify it. Excessive noise is defined in the State and County Codes as “any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.” Excessive noise is prohibited between the hours of 11:00 PM and 6:00 AM in Bedford County and any person violating this could be found guilty of a Class 3 Misdemeanor. Each day the violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Excessive noise, as an example, could be sound permitted to be heard across a residential real property boundary or through partitions common to two (2) dwelling units within a building.

BEDFORD COUNTY SHERIFF DEPARTMENT RECOMMENDATIONS

Now that we have made it through the legal jargon, let's cover how a resident would be expected to deal with a noise situation as recommended by the Bedford County Sheriff Department.

If you believe you are being subjected to excessive noise or noxious/offensive activity, you first have a decision to make. If you would prefer to **not** speak to the person(s) causing it, you should use the non-emergency number (540/586-7827) to report it to the Bedford County Sheriff Department. This number goes directly to the Dispatcher and they operate 24/7. If, however, you choose to bring it to the attention of the person(s) causing the situation and the noise continues, use the non-emergency number to report it. If you bring it to the attention of the person(s) causing the noise, and that person or persons become verbally or physically aggressive and their action causes you to feel uncomfortable or threatened, skip the non-emergency number and dial 911.

There are some things to remember when you dial 911 from BWB. If you use a landline, you will reach the Bedford County Dispatcher. If you use a cell phone and the nearest cell phone tower is in Franklin County (which is a very real possibility given our location) you may reach the Franklin County Dispatcher. Here is a hint – listen to how the Dispatcher answers – they will mention the County they serve. If you get the Franklin County Dispatcher, tell them you are in Bedford County and ask them to transfer you to that dispatcher.

ANIMAL CONTROL

If you need to reach the Bedford County Animal Control, call the non-emergency number for the Bedford County Sheriff Department (540/586-7827) and they will handle the dispatching of the Animal Control Deputy Sheriff. Animal Control only operates Monday through Friday during normal business hours. However, if it is outside of their operating hours, they will be given the content of your call and act on it when they return to work.

VEHICLES IN BRIDGEWATER BAY

REQUIREMENTS TO OPERATE A VEHICLE IN BRIDGEWATER BAY

No person shall operate a motor vehicle, moped, motorcycle or other motorized vehicle within the Common Elements of Bridgewater Bay without first securing all licenses and registrations required by the State of Virginia for the operation of such machines on public roads in the State of Virginia.

VEHICLES PROHIBITED FROM OPERATING IN BRIDGEWATER BAY

All unlicensed motorized (either gasoline or electric) vehicles, scooters and mini-motorcycles, except golf carts owned and registered by Unit Owners with the Association, shall be prohibited from Bridgewater Bay Property.

GOLF CARTS

All golf carts used within Bridgewater Bay property shall be registered with the Association, display a Bridgewater Bay decal and shall be stored in driveways, garages, lower patios or other areas expressly approved by the Association. The Association may require that the owners' unit number be prominently marked on such cart. Any damage caused by the operation of such cart shall be the responsibility of the owner of such unit. Golf carts are not allowed on the docks but may be parked in designated parking areas at each dock or in the clubhouse parking lot while the owner(s) are using the facilities. Only golf carts are allowed on the golf cart paths. Golf cart registration forms are available from the Management Company (Townside) or you may download it from the community website: www.bridgewaterbayhoa.com

DRIVING IN BRIDGEWATER BAY

The Association would like to remind all unit owners, guests and renters that the posted speed limit within the boundaries of Bridgewater Bay is 20 MPH. Keep in mind this is a golf cart community and although many of the golf cart operators are licensed drivers, some owners choose to allow their unlicensed, young and inexperienced children to drive their golf carts. Please be cautious and do not expect these young cart drivers to be as observant, cautious and proficient as the older licensed drivers. It is quite possible that the young, inexperienced drivers may not operate the cart in the safe and predictable manner you have come to expect from licensed drivers so be prepared.

COVERED DOCKS/BOAT SLIPS/FLOATING DOCKS

COVERED DOCKS

All parts of the covered docks including the structure itself, the main walkways and the “fingers” or walkways between each of the boat slips are Common Elements. The boat slip itself is designated a Limited Common Element.

BOAT SLIPS

There is a misconception that a boat slip which is assigned to a unit is deeded to that unit. This is not completely accurate. As mentioned above, the boat slip is a Limited Common Element and the unit owners are deeded/guaranteed an **EXCLUSIVE EASEMENT** to and unrestricted use of their assigned boat slip. In order for the Association to provide the required easement and use to each owner, personal items, boating accessories and equipment shall not be stored or left in the Common Elements around the boat slips. Personal items may only be stored on boats, watercraft or in dock boxes located within the confines of the Limited Common Elements of the docks (i.e. the unit owners’ individual slip.)

On the subject of boat slip assignments, keep in mind that a specific slip was originally assigned to a specific unit and this information was recorded at the Bedford County Court House. If two owners decide to exchange slips, this new information should be recorded at the Bedford County Court House. It is the owner(s) responsibility to make the change, pay any fees required and provide the Association with a copy of the Court Records which show the new slip/unit assignments.

MAINTENANCE OF THE COVERED BOAT DOCKS

Although the Association is responsible for the maintenance of the Common Elements and Limited Common Elements, the unit owner is responsible for the installation and maintenance of the hoist components, controls, cradles, etc.

ADDING DECKING/DOCK BOXES TO YOUR SLIP

If a unit owner wishes to add additional decking to walk on near the front of their slip, the submission of an Architectural Request Form is required. If a unit owner wants to install a dock box, it may **not** be installed on the main walkway. The owner may install additional decking near the front of the slip upon which the dock box may be mounted. This would also require the submission of an Architectural Request Form and the work may not begin until approval is received from the Board of Directors. The reason for this is that the BWB By-Laws require the submission of this form when **any** change to a Common Element or Limited Common Element is planned. If an owner wants to install a PWC lift or PWC drive-on (floater) , in addition to the Architectural Request Form a "Jetski Agreement" form must also be filled out and submitted with the Architectural Request Form. A copy of the two forms are available from the Management Company (Townside) or you may download it from the community website:

www.bridgewaterbayhoa.com

FLOATING DOCK (COURTESY DOCK)

The free-standing floating dock (courtesy dock) is to be used for temporary boat docking by residents and guests. Residents with an assigned slip may dock their boat there for a maximum of 48 hours continuously. Residents with house guests staying on property or short-term renters who wish to dock their boat there overnight are requested to notify the Association in advance. In any case, non-residents are prohibited from docking their boat overnight for longer than 5 consecutive nights without prior permission from the Association.

ARCHITECTURAL SPECIFICATION STANDARDS AND REQUEST FORMS

ARCHITECTURAL SPECIFICATION STANDARDS

As a reminder, the lower concrete patio and the upper porch on your unit are Limited Common Elements. If you want to install tile on your lower patio or stain the lower patio this would be allowed but requires the submission of an Architectural Request Form. If an owner would like to install a new storm door at their main entrance or install sun shades on the upper porch or lower patio, there are requirements to comply with and they can be found on the Architectural Specifications Standards Form. A copy of this form is available from the Management Company (Townside) or it may be downloaded from the community website which is www.bridgewaterbayhoa.com

REQUEST FORMS

There are three different forms for an owner to use when requesting **any** changes to Common Elements or Limited Common Elements. They are the Architectural Request Form, the Jetski Agreement Form and the Landscape Request Form.

ARCHITECTURAL REQUEST FORM

This is the appropriate form to use when requesting approval to make **any** changes to Common Elements or Limited Common Elements such as:

1. Installation of a main entrance storm door.
2. Installation of sun shades on the upper deck or lower patio.
3. Installing tile or concrete stain on the lower patio.
4. Having support posts for satellite dishes installed or removed as well as the dishes themselves.
5. Changing satellite dish providers which may require changing the support posts and/or the dishes themselves.
6. Changing internet and/or television providers whose services do not require a satellite dish (the unit owner is required to remove the now unused dish and support post).
7. Installing a propane tank or changing providers requiring the changing of tanks.
8. Installing extra decking in the assigned boat slip or installing a dock box in the boat slip.
9. Placing lawn ornaments/decorations in Common Elements or Limited Common Elements.

If an owner wants to have a PWC Lift or Drive-on (Floater) installed it will require the submission of both an Architectural Request Form and a Jetski Agreement. If an owner desires to remove a PWC Lift or Drive-on (Floater) this will require the submission of an Architectural Request Form.

LANDSCAPE REQUEST FORM

This is the appropriate form to use when requesting approval to plant shrubs or trees on Common Elements (this would be done at owners' expense) . This is a normal occurrence that owners have frequently requested. A copy of the Architectural Request Form, the Jetski Agreement Form and the Landscape Request Form are available from the Management Company (Townside) or it may be downloaded from the community website which is: www.bridgewaterbayhoa.com

IF WE KNOW ABOUT IT WE CAN GET IT FIXED

It has been said that the most effective eyes and ears of any development are in fact the residents. Although the majority of the work done here is known and planned, there are instances where something comes up that needs attention and this is where the residents come in. If anyone sees something that may possibly need attention, even if you are not sure if it has been reported or not, please contact the Management Company (Townside) or any Board Member (see page 5) . It is suggested that rather than by word of mouth, the best way is via E-Mail. When something is forwarded verbally from one person to a second and possibly to a third, some key points may be lost or distorted. When using E-mail, first and most importantly, the person receiving it has a hard copy which is written in the exact words of the reporting person and if the report needs to be forwarded to someone else it is sent in the exact same words the reporting person used. Please be specific by indicating in the E-mail when and where the problem was observed and any additional information you feel is important. Photographs could be quite helpful.

With everyone helping in this area, we can continue to maintain and improve Bridgewater Bay. Thank you for your help.

CLUBHOUSE USE

Bridgewater Bay owners/tenants will have access to the Clubhouse under the following rules:

1. Owners/tenants may reserve the Clubhouse on a first-come first-served basis for private functions hosted by themselves and/or their immediate family members. Immediate family is defined as members of the owners/tenants household. The owner/tenant or immediate family member serving as host must be a responsible adult and present at the function.
2. The sponsoring homeowner/renter must be present at all private functions. In addition, a homeowner/renter must be present while their guests who are not currently staying with them on the property use any of the facilities.
3. The pool will always remain open for other owners and guests and cannot be reserved for private personal use which excludes other owners or guests.
4. Owners/tenants may bring their own prepared food and beverages, prepare food in the kitchen or cater food as desired.
5. The following policies also apply to all private functions:
 - A. The reservation is for a maximum of 8 continuous hours.
 - B. Additional furniture/supplies/equipment/decorations, etc. may be brought into the Clubhouse and set up a maximum of 12 hours prior to the onset of the event. However, no part of the entry system will be deactivated until the day of the event, and all risk is assumed by those who are conducting the event. In any case, no liquor or beer is to be stored in the Clubhouse until immediately prior to the event.
 - C. The Clubhouse must be cleaned, all trash removed and returned to its previous condition and furniture configuration no later than noon of the day following the event. Any damages, additional cleaning charges, etc. will be billed to the sponsoring party. Any charges not paid will be added to the homeowner's quarterly dues.

D. Individuals attending a private function are welcome to use the pool and tennis courts, but these amenities are to remain available to homeowners, renters and their guests.

6. Outside music shall be played at a moderate level and end at 10:00 P.M.

7. The fees will be as follows:

Small Groups: (20 people or fewer) may reserve the upper level of the Clubhouse for a fee of \$50.00. The downstairs will remain open to residents as usual and the prox card entry system and alarms will not be turned off or altered. This fee is for functions where the sponsor desires the exclusive use of the upstairs floor. Please keep in mind that homeowners/renters are welcome to invite small groups of 20 or fewer to join them at the Clubhouse for card games, cookouts, etc. with no fee. These people using the Clubhouse are responsible for cleaning up afterwards and removing all trash they created. They, of course, will be expected to share the Clubhouse with others who wish to use the facility.

Medium Groups: (21 – 40 people) may reserve the Clubhouse for a fee of \$100. It is requested that, if practicable, these functions be held on the upper floor, but the entire Clubhouse may be reserved if necessary.

Large Groups: (41 or more people) or any function that is sponsored by or exclusively for any organization (community clubs, organizations, Churches, etc.) will be charged a fee of \$250.00. It is requested that if practicable, these functions be held on the upper floor but the entire Clubhouse may be reserved if necessary.

If the entire Clubhouse is reserved, homeowners/tenants/guests using the pool or tennis courts must still be allowed access to the downstairs bathrooms at all times.

8. The owner/tenant is responsible for any cleanup necessary to restore the Clubhouse to the same condition as it was found. The owner/tenant agrees to allow the Association to bill for all costs for any additional cleanup, repairs or replacements necessary.

Call Sherrie Downey at 540-489-6665 for information or to receive a Request For Clubhouse Use form. The Request For Clubhouse Form can also be downloaded from the community website which is: www.bridgewaterbayhoa.com

Request forms should be returned to:

Sherrie Downey
1055 San Marcos Court
Moneta, Virginia 24121
or
sherriearthur@aol.com

