

## THE BRIDGEWATER CLUB MASTER ASSOCIATION, INC

### MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER CLUB COMPLIANCE GUIDELINES.

The Master Declaration is intended to provide for the preservation and enhancement of property values and amenities, contribute to the general health, safety, and welfare of Residents, and to provide for the maintenance of the Real Estate and Improvements thereon. The complete document is accessible on The Bridgewater Club – Community Website Page. The Association Manager is available to answer any questions or provide guidance.

The following Cost Recovery Policy and Appeal Process shall be followed for The Bridgewater Club Master Association, Inc. (the "Association"). Pursuant to Article II, Section 2.04 and Article VII, Sections 7.06 and 7.08 of the Declaration of the Covenants, Conditions and Restrictions for The Bridgewater Club Master, (the "Declaration"), the Association shall have the right to recover costs incurred for enforcing any provision of the Declaration. Terms used herein, that are not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.

#### **VIOLATION NOTIFICATION AND APPEAL PROCESS**

**Effective February 22, 2023**

**FIRST NOTICE:** An initial notice of the violation of the Declaration shall be mailed to the Owner requesting compliance within fifteen (15) days. Within fifteen (15) days from the date of the notice, an Owner may submit documentation to the Association Manager for presentation to the Board of Directors of the Association (the "Board of Directors") as evidence in defense of the alleged violation or request an opportunity to address the Association Manager to offer evidence in defense of the alleged violation.

**SECOND NOTICE:** If the violation still exists fifteen (15) days after the initial notice of violation, a second notice requesting compliance within fifteen (15) days shall be mailed to the Owner.

**THIRD NOTICE:** If the violation still exists fifteen (15) days after the second notice of violation, a third notice requesting compliance within fifteen (15) days shall be mailed to the Owner.

**CONTINUING NON-COMPLIANCE:** If the violation continues without resolution after the third notice of violation or another occurrence of the same violation occurs within three (3) months, the Association may pursue injunctive relief, any remedy available at law or in equity, and/or enact the self-help provisions of Article II, Section 2.04 and Article VII, Section 7.06 and 7.08 of the Declaration, the costs of which shall be invoiced to the Owner and collected in the same manner as Assessments. An Owner's failure to reimburse the Association for the costs and expenses of such actions shall result in the Owner being subjected to the same potential penalties and enforcement actions as failure to pay any Assessment under the Declaration.

As provided in Article II, Section 2.04 and Article VII, Section 7.06 and 7.08, In the event that the Owner of any lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provision of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the owner. The owner shall reimburse the Association within 30 days of the date on which the Owner is invoiced. The association shall have the right to collect any outstanding maintenance assessments in the manner described in Article XI, Section 11.11.

Notwithstanding the foregoing, the Board of Directors reserves the right to seek injunctive relief at any time regardless of the presence or absence of notices hereunder, for any violation that the Board of Directors determines in its sole and absolute discretion constitutes a material danger to persons or property or requires immediate action for any other substantial reason.

The Board of Directors reserves the right to take any action permitted by law or the Declaration, in addition to the above-mentioned recovery cost policy.

**THE BRIDGEWATER CLUB  
MASTER ASSOCIATION, INC  
APPEAL PROCESS**

- When a violation notice is sent to an Owner, such notice shall include a statement notifying the Owner that he/she has the "RIGHT OF APPEAL."
- When an Owner desires to appeal a violation, he/she must so notify the Management Company in writing within ten (10) days after the date of the violation notice.
- The Board of Directors shall give the Owner appealing the violation at least seven (7) days written notice of the date, time and location at which the Board of Directors shall review the appeal, in the event the Owner wishes to be present.
- Appeals shall demonstrate ***extenuating circumstances*** which require deviation from the Governing Documents.
- Appeals shall include all pertinent backup information to support the existence of the ***extenuating circumstance***.
- All decisions of the Board of Directors are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board of Directors and shall be considered ***DENIED***.
- If the appeal is denied, the Owner must bring the violation into compliance within ten (10) days. If the violation still exists ten (10) days after the appeal is denied, the Board of Directors may seek injunctive relief or any other remedy available at law or in equity or enact the self-help provisions of Article II, Section 2.04 and Article VII, Section 7.06 and 7.08 of the Declaration. All costs and expenses of such actions will be billed to the Owner and collected in the same manner as an Assessment. An Owner's failure to reimburse the Association for the costs and expenses of such actions shall result in the Owner being subjected to the same potential penalties and enforcement actions as failure to pay any Assessment under the Declaration may bring.