

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
BRIDGEWATER GRANDE
FRANKLIN COUNTY, VIRGINIA**

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This Declaration of Covenants, Conditions and Restrictions made and entered into this, the 15th day of November, 2023, Willard Investment Properties, LLC, a Virginia limited liability company, (hereinafter referred to as the "Declarant"), does hereby of its own free will, impose for the protection of Lots 1 through 30, shown on that "Plat Showing Major Subdivision of Bridgewater Grande" prepared by Lumsden Associates, Engineers & Surveyors, dated September 18, 2023, and recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 1206 , Page 344, which was revised and superseded by that "Plat Showing Major Subdivision of Bridgewater Grande" dated November 14, 2023 recorded in Deed Book 1206 , Page 384 , and for the protection of the other lots and properties contained within the development known as Bridgewater Grande in order that the same be properly developed, does hereby impose certain restrictions, covenants and conditions that apply to all lots.

**ARTICLE I
Definitions**

Section 1. "Common Area" or "Common Areas" shall mean that portion(s) of the Bridgewater Grande Community over which the Declarant or the Association shall have obligations and duties, and specifically included in all "open space", "developed open space", the private roads, street lights, signage, community landscaping, development signs and irrigation, common areas that include pool/pavilion, pickleball courts and boat storage area, as shown on the recorded subdivision plat.

Section 2. "Declarant" shall mean and refer to the Party of the First Part.

Section 3. "Declaration" or "Restrictions" shall mean these Covenants, Conditions and Restrictions and all the provisions set forth in this document, as same may from time to time be amended.

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Section 4. "Bridgewater Grande" shall mean and refer to Lots 1 through 30, inclusive, of the subdivision known as Bridgewater Grande and all common areas, open space, developed open space, and the private roads, and all benefits and burdens appurtenant thereunto.

Section 5. "Lot" shall mean and refer to each individual Lot, Lot 1 through 30, inclusive. Lot 31 is a commercial lot and shall not be subject to this Declaration or a part of the Property Owners Association.

Section 6. "Owner" or "Owners" shall mean and refer to the record Owner of title of any Lot included within the subdivision. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of any obligation. Unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any person or parties holding any possessory interest granted by such Owner in any Lot.

Section 7. "Property" or "Properties" or "Subdivision" or "Community" shall mean and refer to that certain real property known as Bridgewater Grande, as herein defined.

Section 8. "Association" or "Property Owners Association" shall mean the Bridgewater Grande Property Owners Association, Inc. or such similarly named property owners association formed by the Declarant for the purpose of maintaining the common areas, and providing for architectural review.

ARTICLE II
STRUCTURES AND OTHER IMPROVEMENTS

Section 1. Architectural Review Committee.

There is hereby established an Architectural Review Committee (the "ARC"). The Declarant or its designee shall act as the sole member of the Architectural Review Committee until the earliest of the following:

(A) conveyance by the Declarant of more than Seventy-Five Percent (75%) of the Lots within the subdivision; or

(B) when the Declarant, in its sole discretion, decides to assign the architectural review duties to the Property Owners Association. At the time of the termination of architectural

review by the Declarant, the Declarant or the Board of Directors of the Property Owners Association, as the case may be, shall establish an Architectural Review Committee to perform all of the functions as set forth herein, until such time all architectural review and approval shall be solely by the Declarant (or its designee) acting as the ARC.

Section 2. Architectural Review and Approval.

(A) The Architectural Review Committee (the "ARC") shall have the exclusive authority to approve those licensed contractors that are permitted to perform construction services within Bridgewater Grande. The ARC may keep a list of pre-approved contractors from which a contractor may be selected. In the event that an Owner wishes to use a contractor not on list of pre-approved contractors, then the Owner may ask the ARC for permission to use the contractor. The Owner shall submit any and all information requested by the ARC for approval of the contractor and the approval of the contractor shall be in the sole discretion of the ARC.

(B) The ARC shall have the exclusive authority to review and approve the design and location of the residence and any other structures located on any Lot including features such as mailboxes and landscaping designs. All plans and specifications for the construction of dwellings, docks and any other improvement upon any Lot or within any common area shall be submitted to the ARC, which shall have the exclusive power and authority to approve or reject the said plans or require changes in said plans and specifications prior to approval. The ARC maintains a land plan showing the general location of docks and houses which shall be relied upon by the ARC to ascertain the proper placement of any home or boat dock.

(C) All plans and specifications for any structure, or any improvement whatsoever to be erected on or placed upon or to any Lot or any individual dock, and the proposed location of any dock on or adjacent to any Lot, the construction material, the roof and exterior color schemes, and subsequent changes, alterations or additions to the exterior of any dwelling or boat dock, after initial approval thereof and any remodeling, reconstructions and/or alterations to the exterior of any dwelling or additions thereto on any Lot or any boat dock shall be subject to and shall require the approval, in writing, of the ARC, before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the ARC.

(D) There shall be submitted to the ARC a complete printed set of 1/4" scale plans and specifications, along with a digital file of the same, for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications thereof have received written approval, as herein provided. The corners of all improvements must be staked on the Lot prior to submission of plans and specifications to the ARC for approval.

(E) The ARC shall approve or disapprove plans, specifications and details within forty-five (45) days from the receipt thereof. The printed set will not be retained by the ARC.

(F) The ARC shall have the right to disapprove any plans, specifications or details submitted to it (i) in the event the same are not in accordance with all of the provisions of these Covenants, Conditions and Restrictions; or (ii) if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent lot or other buildings or structures within the community; or (iii) if the plans and specifications submitted are incomplete, or (iv) in the event the ARC deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Community or any Lot Owner(s). The decision of the ARC shall be final.

(G) Neither the Declarant nor any agent of the ARC shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Nor shall the ARC or Declarant nor any agent of the ARC or the Declarant be responsible or liable to any Owner for any architectural approvals made by or refused or denied.

(H) Unless done at an earlier time, at such time as the Declarant has conveyed at least seventy-five percent (75%) of all of the Lots in Bridgewater Grande or any such earlier time the Declarant decides to transfer such authority to so act on its behalf, all decisions of architectural review and approval under these Restriction shall vest in the Architectural Review Committee to be established by the Board of Directors of the Association.

Section 3. Location of Buildings (House Location by ARC).

Except as hereinafter set out, no residence or other permanent structure shall be located on any Lot except as approved by the ARC and notwithstanding the above provision, fifteen (15) foot side yard shall be maintained on each Lot; provided, however, that the ARC shall have the right at any time, to reduce the side yard setback to twelve (12) feet, provided such set back is allowed by County ordinance. If any Lot line fronts on more than one street, the ARC shall determine which is the front Lot line and how improvements should be situated on such Lot. In the event the ARC fails to approve, modify or disapprove in writing an application within forty-five (45) days after the required documents have been submitted, in writing, to it in accordance with adopted procedures, approval will be deemed granted.

Section 4. Boat Docks.

All boat docks shall be located and constructed in accordance with the plans and specifications as approved by the ARC. In determining boat dock sites, the ARC and Lot Owner will ensure that the location and design meet the requirements of the Shoreline Management Plan enforced by Appalachian Power and shall attempt to minimize the impact of any dock on other Lot Owners views. The final approval of any boat dock design and location shall be at the sole discretion of the ARC. Lots 28 and 29 do not have the right to construct docks and Lot 27 shall be limited to a pier without boat slips.

Section 5. Use of Land. No portion of any Lot shall be improved or occupied for other than single-family residential purposes and no commercial activity of any nature shall be carried out on any Lot in the subdivision. Notwithstanding the foregoing sentence, a homeowner may conduct business from their home so long as no evidence thereof is visible on the exterior of the home or on the lot.

Section 6. Minimum Dwelling Size. All lots (being Lots 1-30) shall meet the following minimum size requirements: one-story homes shall have a minimum square footage of one thousand eight hundred (1,800) square feet; one and one-half story homes shall have a minimum square footage of two thousand five hundred (2,500) square feet, and two-story homes shall have a minimum square footage of two thousand eight hundred (2,800) square feet. Square footage shall include all finished and conditioned space but shall not include any garage or basement.

Lots 1, 2, 3, 12 and 30 shall be permitted to construct a

guest cottage in addition to the primary residence as sited on the land plan. A guest cottage shall be equal to at least one-fourth (1/4) the square footage of the primary residence to be constructed on the lot. The architecture of the guest cottage shall match the design of the primary residence. Guest cottages shall be built contemporaneously with or subsequent to the construction of the primary residence.

Section 7. Fencing. No fence shall be erected on any Lot except as otherwise set out herein and as approved by the ARC.

Section 8. Temporary Structures and Mobile Homes. No trailer, shack, tent, camping trailer or mobile home shall be erected on any Lot or used for living quarters either temporarily or permanently.

Section 9. Fees. An Owner making a request for approval by the ARC as required by this Article shall be required to pay an application fee. The application fee for approval of house plans shall be eight Hundred Dollars (\$800.00), the application fee for approval of boat dock plans shall be two Hundred Fifty Dollars (\$250.00), and the application fee for renovations, addition or changes to the exterior shall be five Hundred (\$500.00). The application fee for any other approval shall be One Hundred Dollars (\$100.00). The Association shall have the right to adjust the fees as necessary.

Section 10. Fires. No open-air fire shall be started or maintained on any lot including the abutting land below the 800-foot contour line, except in a grill, fireplace, firepit, or other suitable enclosure or container designed for the safe housing of man-made fires for cooking.

ARTICLE III **USES OF LOT WITHIN THE COMMUNITY**

The permitted uses, easements and restrictions for all lots within Bridgewater Grande, shall be as follows:

Section 1. Vehicles and Trash. No Lot shall be used or maintained as a dumping ground for trash or waste of any type and all trash shall be maintained in sanitary containers, hidden from view. No automobile or vehicle shall be kept on any Lot or on any street adjoining any Lot unless the same carries a current license plate and any necessary current state inspection certificate. All recreational vehicles, boats, boat trailers and accessories to same (other than those stored in approved boat docks) shall be stored in the area within the development

designated for boat storage.

Section 2. Nuisances. No animals other than household pets may be kept on any Lot without the prior written approval of the Declarant or the Association, as the case may be, and no noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No more than three (3) household pets shall be kept on any Lot for any period of time longer than eight (8) weeks. Household pets shall not be kept for any commercial purposes. All animals must be secured by a leash or lead, or under the control of a person and obedient to that person's command at any time any pet is permitted off the Owner's Lot.

Section 3. Utilities. Declarant will furnish underground utilities to each Lot line at the street and all Lot Owners will supply underground utilities from the streets to the respective residential or other approved structures.

Section 4. Water/Sewer. All Lots are served by central water provided by the Western Virginia Water Authority and each residence shall be served by the public water and shall pay such reasonable connection fee and usage charges as established by the Authority, or its assigns.

Each Lot is approved by the Franklin County Health Department for access to a central sewer system to serve each lot and to be maintained by a third-party provider or the Western Virginia Water Authority. There shall be a connection fee of \$3,000.00 payable to the Developer upon connection of each residence to the central sewer system. Each residence shall pay a fee of \$50.00 a month to the Association for sewer upon connection to the system. In the event that the system is sold to the Western Virginia Water Authority or some other municipal entity, this monthly fee shall cease and each Owner shall pay for sewer in accordance with the published rates of the new entity.

Section 5. Residential Use. Lots shall be used for residential use only. No more than one single family dwelling shall be erected on any one Lot other than listed in Section 6 of Article II referencing structures and other improvements.

Section 6. Rentals. Lots may not be rented for a period of less than one year.

Section 7. Signs. No commercial signs, real estate signs,

billboards or advertising of any nature shall be erected, placed or maintained on any residential Lot, nor upon any improvement erected on any Lot; provided, however, directional and informational signs erected by the Declarant shall be permitted; the Declarant and/or the Property Owners Association may place signs in the common areas for such purposes as deemed to benefit the Community and/or the use of such common areas.

Section 8. Removal of Trees/Landscaping Along the 800' Contour. Except in necessary construction areas no trees four (4) inches or larger in diameter, measured six (6) feet from the ground, shall be removed from the property without the approval of the ARC. There shall be no burning of trees, stumps, or debris on any Lot. The landscaping along the 800' contour shall prohibit any plant which grows in height which may impede the view of the lake by other Lot Owners.

Section 9. Storage Areas. Each Lot Owner shall be responsible for keeping all boats that are docked in the Owner's boat dock in a neat and orderly fashion. Storage of any boats or boat trailers shall not be permitted above the 800' contour line of any Lot except for a temporary period not to exceed 48 hours, per time period, as may be required for minor maintenance or cleaning of the boat or trailer or necessary temporary storage

ARTICLE IV
CONSTRUCTION STANDARDS

The following construction standards shall apply to all homes within Bridgewater Grande subject to the final approval of the ARC. Whether a particular design feature is in conformance with these constructions standards is in the sole discretion of the ARC and these constructions standards are provided as general specifications and architectural features that will be expected in the design and construction of a home in Bridgewater Grande:

1. All roof lines shall have a minimum pitch of 6:12 on the main body of the house excluding porches. Porches and wings may be attached lower upon approval by the ARC.

2. Exterior siding shall be constructed of brick, wood, dryvit, masonite, hardie plank, natural stone and approved man-made stone.

3. No statues or sculptures shall be located in the front yard (street side) of any Lot unless approved by the ARC.

4. All lawns shall be established within forty-five (45) days from issuance of certificate or occupancy or occupancy

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of the premises, whichever occurs first. All landscaping shall commence within ninety (90) days of the same date.

5. CMU retaining walls shall be faced with material approved by the ARC.

6. Driveways shall be located and constructed as approved by the ARC. Before construction begins on any Lot, a driveway and culvert shall be installed if required. Each driveway shall be installed from the edge of the subdivision street/road to the construction site and consist of six (6) inches of crushed stone. Every Lot Owner shall be responsible for keeping mud off of all the private roads within the community and, also, off the public highways during construction, and at all other times; failing such, the Declarant or the Property Owners Association, as the case may be, may remove such mud or other debris, and charge the Lot Owner for all expenses incurred in doing so. Corrugated metal culvert pipe shall be installed in accordance with the standards of the Virginia Department of Highways and Transportation to connect to the private road upon which the same fronts. Driveways shall be surfaced with asphalt black top or concrete, approved decorative stone, and be completed within ninety (90) days of completion of construction of the residence.

7. For the waterfront lots, all shoreline stabilization shall be the responsibility of individual Lot Owners. All shoreline stabilization shall use stone with the same color and size as the existing rip rap within Bridgewater Grande.

8. Landscaping shall be approved by the ARC.

9. Each residence shall provide off-street parking for four (4) or more vehicles in a driveway or other appropriate (paved) area.

10. ARC will deliver specific specs for individual grinder pumps for each residence. Each owner shall install and maintain the grinder pumps necessary for each home and shall install and maintain their sewer line from the house to the sewer main in accordance with designed system for the subdivision, as it may change from time to time.

11. All fuel storage tanks, trash and garbage receptacles shall be buried underground or set at such places as not to be visible from any viewpoint deemed by ARC to negatively impact any other Lot Owner. Air-conditioning compressors, heat pump equipment and all other mechanical equipment shall be screened by landscaping.

12. No satellite dish antenna or other transmission or receiving antennas shall be installed or placed on any Lot, provided, however, that the ARC in the exercise of its authority may permit Lot Owners to install individual satellite dish or other television antennae. The ARC may refuse to approve any

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antenna or satellite dish based upon purely aesthetic considerations such as the size or location of the antenna.

13. No home design that is substantially similar to an existing home previously constructed in the subdivision shall be approved

14. Docks and guest cottages shall use similar materials and color schemes to match the primary residence.

ARTICLE V
SPECIFIC RESTRICTIONS

Section 1. Enforcement. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation and/or recover damages. The Declarant, the ARC and/or Property Owners Association, as the case may be, reserves the right to perform any act set forth anywhere in this Declaration on behalf of a Lot Owner who has failed to abide by any affirmative obligation set forth herein or who has violated any prohibition herein. Such act shall include but not be limited to any act of maintenance, lawn care, construction or a required Lot improvement or removal or correction of a prohibited or faulty Lot improvement. All costs of such acts on behalf of the Lot Owner, including interest, attorney fees and recording taxes shall be charged to the subject Lot Owner, and a lien setting forth such costs may be recorded against the subject Lot Owner and Lot among the Franklin County land records. In addition, the Declarant, the ARC, the Association or any Owner may bring any appropriate legal action against a Lot Owner to enforce or to cure any breach of these Restrictions or amendments thereto. In such event, the Lot Owner shall pay for all of Plaintiff's court costs, expense of litigation and attorney's fees if Plaintiff is the prevailing party in such litigation.

Section 2. Future Roads. No street or road connecting the Property to adjoining lands may be constructed on any Lot unless such street or road is constructed by Declarant or Declarant gives its express written permission for such connection and construction.

Section 3. Restrictions on Further Subdivision. No Lot within the Property shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner except between Lot Owners to adjust boundary lines provided that no additional Lot is created. Any lots combined or

vacated shall require the resulting lot(s) to pay the same number of dues for the lots as originally platted.

Section 4. 800-Foot Contour Line. When the Declarant herein recites restrictions, covenants, conditions or rights as to such Lot, the same shall also apply to the land adjoining said Lot, situated below the 800-foot contour line. Furthermore, all boat docks shall be located and constructed in accordance with the plans and specifications approved by the ARC. In determining the appropriate location of any boat dock to be constructed within Bridgewater Grande, the ARC shall 1) ensure that the location complied with the Shoreline Management Plan enforced by Appalachian Power and 2) direct that the boat dock be located so as to minimize the degree to which the boat dock may obstruct the view of other lot owners and to ensure proper spacing between boat docks. All boat docks that have a roof must have enclosed ceilings. The final approval of a boat dock's design or location shall be at the sole discretion of the ARC.

It is intended that each waterfront lot shall be permitted to erect one boat dock unless otherwise approved by the ARC. In most instances, the boat dock appurtenant to a Lot shall be located within the extension of the side lot lines of the Lot served by the boat dock, however, in some instances, it may be necessary or desirable to locate the dock over and across the extension of the side lot lines. The ARC may approve the location of a boat dock appurtenant to a particular lot which is located over and across any extended lot line. To this end, the Declarant hereby reserves an easement over and across all of the land below the 800' contour line such that the ARC may exercise its rights to locate boat docks according to this Section. Furthermore, the Declarant hereby reserves the right to locate boat docks within any buffer zones required by any governmental entity or by the Shoreline Management Plan of Smith Mountain Lake and each Lot Owners specifically waives the right to object to the location of any other Lot Owner's boat dock.

Section 5. Road Maintenance.

A. The Declarant or Property Owners Association shall be solely responsible for maintaining and repairing the private roads within the community to the minimum standards to which the same were originally constructed. However, in the event any Lot Owner or Owner's agent or invitee causes damage to any said road, other than ordinary wear and tear, such Lot Owner shall be required to repair such damage and bear the costs thereof exclusively.

B. Maintenance, at minimum, shall include but not be limited to the following:

- (1) Removing snow and ice;
- (2) Maintaining the ditches and slopes along the private roadway in order to avoid erosion;
- (3) Maintaining the road surface.

C. The Property Owners Association formed by the Declarant and composed of the Lot Owners shall be responsible to collect annual assessments and contract for all road maintenance, repairs, snow removal, aforesaid.

Section 6. Amenity Usage: The developer will construct a pool, pickleball courts, and designated boat storage area. The pool and pickleball courts may be used only by Owners, family members, invitees, or guests. Only boats and trailers titled in the same name as the actual Owners of a Lot in Bridgewater Grande may be stored in the boat storage area and all boats or trailers must maintain current registrations.

ARTICLE VI
PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

Section 1. Agreement. Each Lot Owner shall by the acceptance of the Deed of Conveyance to the lot become a member of a Property Owners Association formed by the Declarant and, shall be subject to the dues and assessments as may be established by the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Lot Owners including the Developer and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

(b) Class B. The Class B Member shall be the Declarant, and shall be entitled to a total number of votes equal to the total number of votes of all Class A Members plus one, so that the Developer will have a number of votes equal to a majority of the total votes of all Members of the Association. The Class B membership shall cease and terminate at such time that the Developer has no rights or interest in the Property but shall, in any case, terminate on the tenth (10th) anniversary of the

date of this Declaration.

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Section 3. Assessments. Every Lot Owner and member of the Association is deemed to covenant and agree to pay to the Association: (i) annual assessments or, and (ii) special assessments for capital improvements. All assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien superior to any Deed of Trust or Mortgage on the Lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them, but shall be a lien on the land.

Each owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the association on the lot described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage paid in the United States mail, in an envelope addressed to such Owner at the address of the lot or to such other address as maintained on the current land records for Franklin County, Virginia. The amount of such charge shall become a lien upon said Owner's lot and shall continue to be such lien until fully paid.

At closing of the initial sale and upon the resale of each Lot, each Purchaser shall pay a transfer fee to the Declarant or the Property Owners Association, as the case maybe, to be held and used for the maintenance of the road and other common areas and improvements. The initial amount of the transfer fee shall be Nine Hundred Dollars (\$900.00) and may be adjusted from time to time by the Declarant or the Property Owners Association as necessary. The Declarant at such time as the duties are transferred to the Property Owners Association shall pay any monies held by it to the Property Owners Association to provide for its initial capital funds.

Until such time as the duties for maintenance of the common areas are assigned to the Property Owners Association, the annual and any special assessment shall be determined by the Declarant. At such time as maintenance duties are assigned to the Property Owners Association, the Board of Directors shall determine the annual assessment and any special assessment. Annual assessments may be charged and paid monthly, quarterly or annually as the Declarant or Board of Directors may determine. The initial annual assessment will be one thousand eight hundred (\$1,795) DOLLARS.

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In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. The Declarant or the Board of Directors for Association, as the case may be, shall determine the purpose for which the assessments will be made and allocated.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of that Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Declarant or the Board of Directors, as the case may be, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Declarant or the Board of Directors, as the case may be.

Unless, Declarant has previously done so, at such time as the Declarant has sold at least seventy-five percent (75%) of the Lots, the Declarant shall transfer the common area to the Property Owners Association to perform all duties and responsibilities herein provided.

Without limitation the specific duties and obligations of the Association shall be: (1) the upkeep and maintenance of all common areas and all improvements made to the same (including, without limitation, boat storage area, Pickleball courts, Pool and Pavilion, signage, the landscaping and irrigation, , and other structures located in the common area); (2) the upkeep and maintenance of all the street lights in common areas; (3) the upkeep and maintenance of the private roads, minimally, to the standards provided by the Declarant; (4) to provide architectural review as herein provided; (5) to perform any other lawful act approved by/for the community; and (6) to provide a Committee to establish rules and regulations for the operation and upkeep of Pickleball courts, Pool and Pavilion.

Section 4. Amenities to be Constructed. The Declarant has agreed to construct certain amenities within the subdivision at its costs. These amenities shall include but are not limited to, a pool and pickleball courts, street lights and signs, the planting of trees, and a front entrance with subdivision signage. Upon completion of these amenities, these shall be conveyed to the Property Owners Association to be maintained according to this Declaration.

ARTICLE VIII
EASEMENTS

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Section 1. Utility Easement. The Declarant reserves unto itself the right to grant to any public or private utility easements, such as telephone, electric, water or sewer, gas and cable television for utility service purposes on a strip of land, within each Lot, ten (10) feet wide running adjacent to and parallel with all side property lines of each Lot, provided such utility easements shall be for underground services lines only and shall not impact any proposed septic line or any other platted easement as shown on the subdivision plat.

Section 2. Community Water and Sewer System. The Declarant shall install central water and sewer systems. The Association, the Western Virginia Water Authority or any third-party provider, as the case may be, shall have the necessary easements to maintain, replace and or repair all appurtenances thereto, including any water and sewer line easements as may be required or requested by such assignee to operate both systems.

Section 3. Access Easement. The Declarant further reserves unto itself and the Property Owners Association, easements over, across the Lots within Bridgewater Grande for the purpose of fulfilling its obligations hereunder.

ARTICLE IX
TERM/AMENDMENT/ENFORCEMENT

Section 1. These covenants are binding upon and shall run with the land (i.e., Bridgewater Grande) and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time, said covenants shall be automatically extended for two (2) successive period of ten (10) years each, unless an instrument executed by a majority of the current Lot Owners has been recorded agreeing to change said covenants in whole or in part; provided, however, that as long as the Declarant owns any Lot in Bridgewater Grande, the Declarant reserves and shall have the right to amend this Declaration of Restrictions, Covenants and Conditions if needed or necessary to correct or to clarify any ambiguity or question in interpretation of this Declaration provided any amendment made by the Declarant, in its sole discretion, is determined by the Declarant to be beneficial to the overall scheme of development and not contrary to the general purposes of these Restrictions.

Section 2. If the owner of any lot shall violate any of the covenants and restrictions herein, it shall be lawful for

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the Declarant, the Property Owners Association or any lot owner to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restrictions, either to prevent the lot owner from so doing, or to recover damages for such violation, and to recover any costs required to bring such violation into compliance, including attorney fees.

Section 3. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. The Declarant reserves unto itself or the Property Owner's Association the right to publish and enforce rules and regulations concerning the use of property located in Bridgewater Grande including the area below the 800' contour line.

The Declarant does retain and shall have the right to appoint a representative, at its expense, to act in the Declarant's place and stead as to any and all matters, approvals and/or waivers as contained herein.

WITNESS the following signatures and seals.

Willard Investment Properties, LLC, a Virginia limited liability company

By: 

Its: Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF FRANKLIN, to-wit:

The foregoing document was signed and acknowledged before me this the 15th day of November, 2023, by Ronald L. Willard, II, manager on behalf of Willard Investment Properties, LLC, a Virginia limited liability company.


Notary Public

My Commission Expires: MARCH 31, 2024

ARLENE M. SKELLINGTON
NOTARY PUBLIC
Commonwealth of Virginia
Registration No. 7680477
My Commission Expires March 31, 2024

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INSTRUMENT 230006732
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY CIRCUIT ON
NOVEMBER 15, 2023 AT 10:33 AM
TERESA J. BROWN, CLERK
RECORDED BY: SMP