



# Covenants Handbook

Revised March 2, 2020

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Moneta, Virginia 24121  
(540) 721-2762 Telephone  
(540) 721-8383 Facsimile  
[www.blcpoa.org](http://www.blcpoa.org)



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## Covenants Committee Mission

It is the responsibility of the Covenants Committee to establish rules and regulations that promote the general welfare, safety and comfort of the community. The Committee is also responsible for maintaining the visual harmony of the community by establishing regulations for external design, appearance, use and maintenance of the Common Elements as provided by the Bylaws of the Comprehensive Property Owners Association.

The Powers and Authority of the Covenants Committee is established by the CPOA bylaws Article 3 Section 3.19, which is included in the appendix of this handbook.

All building additions or modifications affecting the external appearance or internal structural supports of any condo, patio home or townhome must be approved in advance by the committee.

Interior decorations or upgrades such as painting, wallpaper, floor treatment, appliance replacement, and kitchen/bathroom up-grades do not require Covenants Committee approval.

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# Table of Contents

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	<b>Page</b>
Covenant’s Committee Mission.....	2
Table of Contents.....	3
Rules & Regulations .....	4
Covenants Committee Procedures .....	7
Building Additions & Modifications .....	9
Modifications approval Process and Restrictions .....	9
Enlargement of Decks.....	10
Hot Tub .....	10
Roof Expansion.....	10
Relocation of Stairs.....	11
Ceilings Under Decks .....	11
Peninsula End-Unit Support Poles.....	11
HVAC Enclosures .....	11
Propane (LPG) Tank Regulations .....	12
Product Standards .....	14
Vendor Directory .....	16
Maintenance Responsibilities.....	19
Pest Control Responsibilities .....	21
Landscape Policies .....	22
Maintenance of Exterior Wood Surfaces .....	24
Boat Cover Standards.....	25
Convenience Dock Standards .....	27
Concrete Sidewalk Standards .....	28
<b>Appendix</b>	
Covenant's Powers & Authority.....	30
Covenants Application .....	31
Notice of Covenants Violation .....	32
Hold Harmless Agreement .....	33



In order to make certain that all who live at and visit Bernard's Landing can enjoy a safe and positive experience, we call your attention to these rules and regulations. This abbreviated list of Rules and Regulations is compiled from various documents and published by the CPOA Board of Directors for information and use by homeowners, their guests, and tenants of Bernard's Landing. Uniformed Security Officers routinely patrol the premises and are asked by the Board to monitor and correct or report to management any of these situations, as needed. Your compliance with these rules and regulations, reporting of violations that you observe to the Security Office (540) 721-8316 or the Security Cell Phone (540) 493-4884, and cooperation with efforts by the Officers and CPOA management to correct non-compliance will ensure enjoyment of the property by all who live at and visit Bernard's Landing.

1. Bernard's Landing facilities, including common areas, all clubhouse facilities, pickleball and tennis courts, the conference center, including the pool, and all docks are available for use only by owners and their families, owner house guests (overnight), renters, and outside guests who are accompanied by owners when using the facilities. Short – term renters (30 days or less) are not authorized to bring in outside guests to use the facilities. Members of the public visiting The Landing, Bernie's Store, and the commercial Main Marina facility are not included in this rule.
2. No signs of any nature are to be posted or displayed on the property without the authorization of management.
3. Trash removal from Units to the trash compactor adjacent to the boat compound is the responsibility of the Unit Owner, his/her guests, or tenants. No trash is to be left on the entry decks or breezeways at any time.
4. Flame grilling and cooking on charcoal or gas grills, on or within 6' of any deck or building, are prohibited by fire ordinance. UL approved electric grills may be used on decks.
5. Gasoline or other flammable fuels may not be kept in Units, in breezeways, or on decks/docks.
6. No scheduled and/or private outdoor parties or social gatherings, including the use of any tent or other temporary structure, are permitted on or in any of the common areas without prior permission.
7. No tents or other temporary structures may be erected on the property, except with prior permission. Authorized tents, including tent frames, and all personal items, including umbrellas, chairs, towels, blankets, coolers, and clothing must be removed from beaches and other common property upon leaving the area. Items left past 11:00 pm will be removed and may be retrieved from the Homeowner's Office during regular business hours. Excessively loud or boisterous gatherings are always prohibited. All excessive noise must be stopped by 11:00 PM.
8. Hanging towels, clothing, or other objects over deck railings is prohibited.
9. Maximum Occupancy Limits for Bernard's Landing rental units are set by Franklin County Ordinance and are based on septic capacity. An occupant is defined as a person over the age of 5 who sleeps overnight in the unit. Limits are as follows:
 

One bedroom	2 persons over age 2
Two bedroom	4 persons over age 2
Three bedroom (or more)	6 persons over age 2

No Bernard's Landing rental unit has more than 3 bedrooms for rental purposes.<sup>1</sup> Homeowners should report violations to the CPOA Management Office (weekdays) at (540) 721-2762, the Bernard's Landing Security Office at (540) 721-8316 or Security Cell Phone (540) 493-4884, or the Franklin County Sheriff's Department (nights and weekends) at (540) 483-3000.

<sup>1</sup>Franklin County Code Sec. 25-138. Short-term tourist rentals, provides at Paragraph (c) that: "There shall be no more than two (2) adults per bedroom occupying the dwelling at any one time. An adult, for the purpose of this regulation, is any person over the age of five (5). The number of bedrooms in dwellings relying upon septic tanks and drainfields for sewage disposal shall be determined by reference to health department permits specifying the number of bedrooms for which the supporting system was designed." No Bernard's Landing units have been permitted for more than three bedrooms.

## 10. Pet Policy

Pets are **permitted** for:

- Homeowners or their family members
- Non-paying guests of homeowners
- Long-term lessees (30-days or more)

Pets are **not permitted** for:

- Short-term (30-days or less) rental tenants
- Others

Pets must be inoculated as required by law. They must also be secured by leash, lead or other control device and obedient to the handler's commands at any time while outside the unit.

The owner/handler is required to pick up after pets under their control.

Pets that create a nuisance, disturb the peace and tranquility of the property, or endanger the health and safety of homeowners may be evicted from the property at the discretion of the CPOA Board or CPOA management. Homeowners should report violations to the CPOA Office (weekdays) at (540) 721-2762, the Bernard's Landing Security Office at (540) 721-8316 or Security Cell Phone (540) 493-4884, or the Franklin County Sheriff's Department (nights and weekends) at (540) 483-3000.

11. Fishing, swimming, and other non-boating activities are prohibited at all times on marinas, with the exception of the Peninsula marinas, which are a combination of marina and courtesy dock.

12. Cleaning of fish is prohibited at all times on marinas and floating convenience docks.

13. No unit, whether occupied by owner, guest, or tenant may use more than two parking spaces in the parking area located closest to unit clusters. Subject to this limit, individual parking spaces are available on a "first come, first served" basis, i.e., no individual parking spaces may be assigned or reserved. Overflow parking is available in several street parking areas, at the Welcome Center, and at the Clubhouse. Parking is prohibited on grassy areas, in handicapped spaces, and in front of building entrances unless authorized. Vehicles must have a current tag/registration and meet all State of Virginia requirements for use on public roads.

14. Large vehicles (campers, recreational vehicles, etc.) must be registered at the Homeowner's Office and parked in the lot behind the Clubhouse or the lot serving the Welcome Center (not to exceed seven days).

15. POD's – CPOA Office must be notified of the use and length of time required for Portable On Demand Storage containers (POD's) or other outside type storage units. These units may only be parked in residential areas while actively loading or unloading. The rest of the required time, up to two weeks, they must be parked in an area designated by the CPOA Office in the lot behind the Clubhouse. CPOA must approve any changes to the required time

16. Use of Go-carts, mini-bikes, mopeds, all terrain vehicles, golf carts, etc. is not permitted on the property, except for Bernard's Landing maintenance staff.

17. Vehicle repairs, including routine maintenance, are not permitted on the property. No junk or derelict vehicles are permitted on the property.

18. No boat, PWC, or trailer can be stored on the property or docked overnight at a convenience dock unless it is registered with the CPOA office and docked/stored in a designated area. Current Bernard's Landing decals must be on all boats, PWCs, and trailers if docked or otherwise on the property overnight. Improperly parked boats, PWCs, or trailers or boats or PWCs docked overnight without a registration decal are subject to being towed.

19. No boat or PWC may be docked overnight at any one (or any combination) of the floating convenience docks for more than 14 total nights in any one calendar month.

20. All boat, PWC, or trailer parking is prohibited anytime anywhere on the Property, including all automobile parking areas, except the boat storage compound or other designated area.

21. Swim pants are required in pools if a child is not fully bathroom trained.

22. Smoking in CPOA buildings and facilities, including pools and public decks, is prohibited except in designated areas.

23. Feeding of waterfowl (ducks and geese) is prohibited within 500' of Smith Mountain Lake by Tri-County ordinance enacted pursuant to Code of Virginia 29.1-527.1 2004, c.386.

24. Drones may not be launched or flown from Bernard's Landing except for licensed commercial applications and only with CPOA approval.

Sanctions: Violators of the above Rules and Regulations should be reported to the CPOA office for further action, as appropriate. Offenders who refuse to correct violations or chronic offenders will be referred to the Board of Directors for further action, including sanctions of withheld privileges and/or fines up to \$50.00 per occurrence, in addition to all costs for repairs and/or replacement of property resulting from violations by the offender. Guest and tenant offenders may also be asked to leave the property immediately and/or not permitted on the property in the future.

Adopted July 28, 2012  
Revised July 1, 2020



## Covenants Committee Procedures

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### Procedure for Processing Applications:

Application with a description of the project and appropriate drawings are submitted to the CPOA office by the applicant.

File electronically at <http://blcpoa.org/Forms/Work-Order.asp>

Download a printable application at [http://blcpoa.org/Covenants/Covenants\\_Application.pdf](http://blcpoa.org/Covenants/Covenants_Application.pdf)

1. A file is created and the application is forwarded to the Covenants Committee.
2. Initial site inspection is made by member(s) of the Covenants Committee.
3. Recommended change(s) may be offered to the applicant.
4. If the modification is deemed to be significant by the Committee, the applicant must provide additional drawings prepared by a licensed engineer or architect. Significant alterations may also require additional approval by the CPOA Board unless an identical plan has been approved and built by another unit owner within the same Sub-Association. Condominium owners may need additional approval by their Association Board and/or the other unit owners in the Association.
5. Covenants approval must be granted in writing before construction can begin. Any changes that need to be made during the construction period must be submitted and approved by the Committee.
6. When work is completed, the homeowner is responsible for notifying the CPOA Office that the project is ready for inspection.
7. Final inspection is performed. If the Committee approves the work, the date is recorded on the approved application, which is filed in unit's permanent file.

If the Covenants Committee finds that the construction was not completed as described in the approved application, or that the workmanship / materials are not in keeping with Covenants Handbook standards, the Committee will request that the unit owner make timely modifications.

If the homeowner fails to make the required modification within the specified time-frame the owner will be required to return the structure to its original state. Should a unit owner refuse to do so, the CPOA will return the unit to its original state and assess the owner for the cost.

For more detailed information, please see the sections headed "Building Modifications" beginning on page 9

## **Applicant Responsibilities**

1. Advise Bernard's Landing CPOA office of requests by workman for keys to unit.
2. Arrange for site inspection before work begins.
3. Make certain contractor has all necessary licenses, permits and insurance required.
4. Contractors without a license or insurance coverage are not approved to perform work on the property.
5. Make certain that ALL materials, stain and paint meet current *Covenants Standards*.

## **Contractor Responsibilities**

**(Applicant is responsible for facilitating and overseeing contractor compliance)**

1. Secure all necessary permits & inspections as required by all governmental agencies.
2. Coordinate all work through the Bernard's Landing CPOA office, obtain a current copy of the *Covenants Standards List* and make certain that ALL materials, stain and paint meet current standards in order to ensure conformity.
3. Arrange for final inspection
4. Clean work area daily.
5. Dispose of demolition and/or construction debris off property.
6. All contractor vehicles must be removed from all residential areas every evening. There are no exceptions allowed. The preference is that contractor vehicles be taken off property. With approval from the CPOA office, contractor vehicles may be allowed to park overnight in the Welcome Center Parking Lot. Trailers with demolition debris are not allowed to park overnight in any location on property.

### **All Additions or Modifications Must be Approved by the Covenants Committee**

All building additions or modifications affecting the external appearance or internal structural supports of any condo, patio home or townhome must be approved in advance. Interior decorations or upgrades such as painting, wallpaper, floor treatment, appliance replacement, and kitchen/bathroom up-grades do not require Covenants Committee approval.

### **How to Submit a Request**

Requests for additions or modifications affecting the external appearance or internal structural supports must be submitted on the approved Covenants request application form with "as to be built or modified" drawings and appropriate text clearly describing all details.

### **Approval Process**

Modifications, additions and structural changes to condominiums, townhomes and patio homes must be approved by the CPOA Covenants Committee. Major alterations may also require additional approval by the CPOA Board unless an identical plan has been approved and built by another unit owner within the same Sub-Association.

Condominium owners may need additional approval by their Association Board and/or the other unit owners in the Association. The additional approval process will be conducted in the manner specified by the individual Sub-Association's Declarations, bylaws or policies.

The applicant will be responsible for all legal fees and other expenses incurred by the CPOA and the Sub-Association related to processing the application.

### **Certified Drawings**

Should the Covenants Committee determine the additions or modifications to be significant, drawings prepared by a registered architect or professional engineer may be required to certify that the additions or modifications are structurally sound, and are in keeping with the original architectural design and appearance of the unit. It is the responsibility of the owner to ensure that all additions and modifications conform with the approved drawings and meet Franklin County building permit requirements.

### **Covenants Committee approval Does Not Convey the Legal Right to Make Additions or Modifications**

Approval by the Covenants Committee and/or the Sub-Association only acknowledges that the project's scope and design are compatible with the community and in keeping with the standards set by the CPOA Covenants Handbook. The applicant is responsible to ensure he/she has the legal right to build the project and that it is built to the standards set forth in Franklin County Code

### **Final Inspection Required**

All exterior additions and modifications are subject to Covenants Committee inspection near or at the end of construction/modification and must conform to drawings and text submitted and approved. It is the responsibility of the applicant to notify the Covenants Committee that the project is ready for inspection. If the Covenants Committee finds that the construction was not completed as described in the approved application, or that the workmanship / materials are not in keeping with Covenants

Handbook standards, the Committee will request that the unit owner make timely modifications. If the homeowner fails to make the required modification within the specified time-frame the owner will be required to return the structure to its original state. Should a unit owner refuse to do so, the CPOA will return the unit to its original state and

### **Infringement on Other Unit Owners**

The proposed addition or modification must not unduly infringe on, or interfere with the privacy, view, or access of other Unit Owners.

### **Use of Approved Products and Materials is Required**

All paints, building materials, windows, skylights, doors, etc., must comply with the products standards list. If an item is not specifically listed in the Covenants Handbook, it must be the same as existing material and manufacturer. Any variance must be approved by the Covenants Committee. Example: Windows and doors must be the same style and color as existing windows and doors unless a variance is approved by the Covenants Committee.

### **Infringement on Common Property**

If the proposed addition or modification will extend onto common property, approval by the Covenants Committee and the CPOA Board is required. A waiver must be signed by the applicant to allow for access and/or maintenance, as required, by employees, contractors, and other representatives of CPOA or the sub-association.

### **Enlargement of Decks**

Enlargement of upper level decks that project out from any building beyond the existing ground level decks is not permitted. This includes all decks except ground level decks. Enlargements to fill in voids and/or offset corners may be allowed if other restrictions are followed.

### **Hot Tubs**

Hot tubs are prohibited on the decks or grounds surrounding residential units. Existing hot tubs are grandfathered, must have a lock, and can neither be moved (except for disposal) or replaced in the future.

### **Roof Expansion**

Expansions to create new interior space by roofing over existing open areas are permitted only if the area under consideration is within the perimeter of the existing roofed area. (i.e. dormers, open decks in roofed area, and adding plexi-glass cover on existing rafters are acceptable) For dormer additions, the slope of the new roof must be the same as the existing roofline.

### **Relocation of Stairs**

Stairs may be moved if they do not extend closer to the water, extend beyond the property line or impact any view.

### **Ceilings Under Decks**

Subject to Covenants Committee approval and inspection, plastic/vinyl or metal ceilings under decks are permitted. Standard gray metal or white plastic/vinyl material must be used. Additionally, "J" Channel must be used on all edges. Gray rain gutters piped to the ground level are required. To avoid "puddling" of water, these drains must be piped away from the building to a proper run-off area.

### **Peninsula End-Unit Support Poles**

Replacement of support poles for the Peninsula Townhouse end units will be done by excavating 2'X2'X18" concrete footings and cross-stack 8"X16" cinderblocks to create a 16"X16" column. Footings will require inspection by Franklin County. Stucco will be applied to the above-grade blocks and blocks will be painted the appropriate beige or gray standard color.

### **HVAC Enclosures**

All HVACs are to be screened at the time of installation. Existing unscreened installations must be screened within 30 of receiving a notice of Covenants violation. All HVAC enclosures must be properly maintained and in good repair. Preferred method is a wooden enclosure, (See figure1) high and wide enough to conceal the entire unit from view while still allowing proper airflow. Gate is optional. Existing enclosures must meet the standard if replaced or rebuilt. Shrubbery can be used in place of the wooden enclosure but must be mature enough, at the time of installation, to conceal the appliance completely from view and kept trimmed to allow proper airflow and maximum concealment. All tubing exposed on the exterior of the building will be covered with a chase to match the exterior stain.



Figure 1



Figure 2

This is intended to clarify the safety regulations and to provide guidelines concerning the installation and use of propane tanks. All tank locations are to be determined based on County Code and National Fire Protection Association regulations.

### **Townhomes & Patio Homes - Tank Size and Location**

#### **Buried Tanks**

Individual Townhome and Patio Home owners **MAY** install propane tanks to serve their individual units. Propane tanks **must be buried** if there is space to accommodate the tank on the homeowner's deeded property, while maintaining required distance from buildings and ignition sources as prescribed by county code and as outlined below. Buried tanks may be of any size, up to the maximum allowed by Franklin County. Tanks may not be buried on CPOA common property.

#### **Above Ground Tanks**

If there is not sufficient space on the owner's property to bury a tank, the owner may install up to two (2) 120 gallon propane tanks per unit above ground on his/her own property. Above ground tanks may not be installed on CPOA common property.

#### **Screening for Above Ground Tanks**

Tanks must be visually screened at the time of installation. Screening should be identical to photos referenced in the HVAC section of this document. Existing unscreened installations must be screened within 30 days of receiving a notice of Covenants violation.

All enclosures must be properly maintained and in good repair. The preferred method is a wooden enclosure, high and wide enough to conceal the entire unit from view while still allowing proper airflow. Gate is optional. Existing enclosures must meet the standard if replaced or rebuilt. Shrubbery can be used in place of the wooden enclosure but must be mature enough, at the time of installation, to conceal the tank(s) completely from view and kept trimmed to allow proper airflow and maximum concealment. All tubing exposed on the exterior of the building will be covered with a chase to match the exterior stain.

### **Condo (stacked) Units - Tank Size and Location**

Individual condo units **MAY NOT** maintain individual propane tanks on decks or common property but may share a common tank as outlined in these regulations.

1. All appropriate codes are met and approved by Franklin County officials.
2. The tanks must be installed by professionals.
3. The sub-association would be solely responsible for all costs, refilling and internal billing for the propane.
4. There is adequate delivery truck access to the tank without damaging any of the grounds.

Tanks for condos **MAY NOT** be installed above ground. The CPOA will permit a Condo Association to bury a tank on common property if all the above conditions are met and a suitable location can be

found. The location is subject to approval by the Covenants Committee and The CPOA Board of Directors.

### **Safety Specifications for ALL Units - Townhomes, Patio Homes & Condos**

#### **Professional Installation Required**

All work should be coordinated with Bernard's Landing Maintenance Supervisor. Installation should be handled by a trained and licensed professional.

#### **Location Specifications**

The National Fire Protection Association issues regulations concerning storage and handling of LPG (ANSI 58). These regulations govern the location for both buried and above-ground tanks that are filled on site from a bulk truck.

1. The filling connection and vent valve must be at least *10 feet from any exterior source of ignition*, opening into direct vent appliances or mechanical ventilation air intakes.
2. The filling connection and vent valve must be five (5) *feet or more from any opening into a building* that is below the level of the filling connection or pressure relief valve.
3. The heat pump and AC compressors are considered sources of ignition.

Failure to comply with these regulations is in violation of the CPOA insurance policy and may result in the unit owner being held liable for any damages.

#### **Exterior Gas Line Specifications**

Gas lines from the tank to the back of the building should be  $\frac{1}{2}$ " to  $\frac{3}{4}$ " plastic schedule 40 type and buried at a depth of eighteen (18"). Multiple lines, up to eight (8), may be required depending on building style and total unit numbers.

#### **Interior Gas Line Specifications**

Gas lines must conform to all applicable state and local codes. Where possible, all lines should be concealed and not visible. Lines placed on exterior building walls must be boxed in to create an accessible chase and painted to match the existing wall color. The use of inside wall corners should be used whenever possible. A separate shut-off valve, regulator (if needed) and meter should be installed for each homeowner unit at the point of building entry and a second shut-off valve should be installed inside each homeowner units at, or near, the appliance's location.



**Concrete pool deck**

#10.000154 H&C stain –Terra Cott .....GPPC (Glidden)

**Concrete entryways**

Ultra-hide Floor/Porch enamel .....GPPC (Glidden)

**Roof Shingles**

Certainteed Landmark Pro Max Def Weathered Wood.....ABC Supply Co

**Deck Ceilings**

Plexiglas 1/4" x 4' X 8' - #2064 Grey.....Atlantic Plastics

Standard Grey Metal Roofing .....Contact CPOA Office

White Vinyl / Plastic Roofing.....Contact CPOA Office

**Storm Doors**

F490 Falcon Phoenix (Bronze)..... Rusco

One Lite - 64" w/kick plate .....Larson

Standard - Life-Core 274-FL -Brown ..... Capps

Better - Maga-Core 234-FL Brown ..... Capps

**Garage Doors**

9100 Wayne Dalton Door System

Flush panel - white (must be painted Architectural Brown)..... C&R Door

**Street lights (heads)**

State Electric W/PEC1TL Gen. Electric T10C17M1A2ASS5BL ..... C&R Door

**Street light poles**

Whatley E3015-12-60S - Fiberglass - black tapered ..... State Electric

**Outdoor Grills (Common Property)**

RJT-K20 - 10" X 15" x 20" ..... Upbeat, Inc

**Marina lift switches**

ZA2BG2/ZA2BZ101 key lock sw - Schneider/Square D

ZA2BD5/ZA2BZ103 up/down sq - Schneider/Square D ..... Graybar Electric

<b><u>ANIMAL CONTROL</u></b>				
Franklin County		Rocky Mount, VA 24151		540-483-7440
<b><u>APPLIANCE REPAIR</u></b>				
Palmer's Electronics	Route 40 East	Redwood, VA 24146		540-483-8580
<b><u>BUILDING INSPECTOR</u></b>				
Franklin Co. Building Inspection		Rocky Mount, VA 24151		540-483-3047
<b><u>BUILDING MATERIALS</u></b>				
Capp's Building Supply	Route 122	Moneta, VA 24121		540-721-2276
Brownie's Auto Parts & Hardware, Inc.	2837 Scruggs Road	Moneta, VA 24121		540-721-2415
Smith Mt. Building Supply	West Lake Corner	Hardy, VA 24101		540-721-3453
Moneta Farm Supply	11739 Moneta Road	Moneta, VA 24121		540-297-5558
<b><u>CARPET &amp; VINYL</u></b>				
B&B Flooring	441 Lakewood Forest Rd.	Moneta, VA 24121	Kelly	540-719-0260
Fashion Flooring	4393 Electric Road	Roanoke, VA 24018	Rick	540-774-2990
The Carpet Shops	1502 Williamson Rd.	Roanoke, VA 24012	Ruthie Costello	540-345-1075
Martinsville Flooring	730 E. Church Street	Martinsville, VA 24112	Carolyn	276-632-6419
Christian Flooring	825 Terell Drive	Wirtz, VA 24184	David	616-889-7912
<b><u>CHIMNEY SWEEP</u></b>				
Black Goose Chimney Sweep	1290 Thaxton School Rd.	Thaxton, VA 24174		540-767-5809
Stanley Steamer	120 Bayne Road	Salem, VA 24153	Jason Fender	540-380-3662
Kidd's Cleaning & Restoration Services	2329 Hollins Road, NE	Roanoke, VA 24012	Michael Gilbert	434-847-1281
<b><u>CLEANING SERVICES – FLOOD &amp; FIRE</u></b>				
Consolidated Construction Services	103 8 <sup>th</sup> Street, SE	Roanoke, VA 24013	Jake Flournoy	540-725-3900
ServPro	1331 Southside Drive	Salem, VA 24153		540-389-5818
Kidd's Cleaning & Restoration Services	2329 Hollins Road, NE	Roanoke, VA 24012	Michael Gilbert	434-847-1281
<b><u>DOCK BUILDERS/BOAT LIFTS</u></b>				
Turner's Building, Inc.		Union Hall, VA	P. D. Hamrick	540-576-2678
Inland Shores Dock Construction		Moneta, VA 24121	Lynn Swain	540-721-5501
Dock Solutions			Brad Enslow	540-721-5501
<b><u>ELECTRICIANS</u></b>				
Safehouse Electric	1920 Progress Dr.	Roanoke, VA 24013		540-427-0954
Shively Electrical Co., Inc.	Route 40	Rocky Mount, VA 24151		540-483-7131

<b><u>EXCAVATING</u></b>				
Crawford Excavating	185 Parford Lane	Moneta, VA 24121		540-721-2153
<b><u>GARAGE DOORS</u></b>				
C&R Doors	3895 Old Franklin Turnpike	Glade Hill, VA 24092	Gary	540-420-0075
<b><u>GENERAL CONTRACTORS</u></b>				
J Spence Carpentry			Jeremy Spence	540-484-3692
R Contracting		Union Hall, VA	Vickie Rosenthal	540-420-9246
Oakenshield	232 Foxfire Rd.	Wirtz, VA 24184	Frank	540-537-5591
Helping Hands Construction			Colin Bernard	540-493-1106
Trinity Business, Inc.	PO Box 998	Rocky Mount, VA 24151	Jamie Tuck	540-537-2857
D'Alessandro Construction	965 Vista Parkway	Hardy, VA 24101	Frank	540-525-1038
Monty Atkins	PO Box 1135	Rocky Mount, VA 24151	Monty	540-420-0260
Skinner Construction (specialty stucco)	1261 Wards Rd	Rustburg, VA 24588	Mark Skinner	434-821-1623
<b><u>GUTTERING</u></b>				
Vinton Continuous Guttering	2745 Shenandoah Ave.NW	Roanoke, VA 24017		540-342-0452
Moyer's Seamless Guttering	470 Glenwood Drive	Rocky Mount, VA 24151		540-483-9130
<b><u>HEATING &amp; AIR CONDITIONING</u></b>				
Cundiff Heating & Air	3075 B. T. Washington Hwy.	Moneta, VA 24121		540-721-5093
Hodgesville Heating & Air Cond.	875 Old Franklin Turnpike	Rocky Mount, VA 24151		540-483-2921
Air-Pro	5227 Pleasant Hill Rd.	Rocky Mount, VA 24151	Sammy	540-483-8958
Westlake Heating & Air Cond.	695 Lakewood Forest Rd.	Moneta, VA 24121		540-721-9117
<b><u>INTERIOR DECORATORS</u></b>				
PAC Interiors	50 Firstwatch Drive	Moneta, VA 24121		540-719-0001
<b><u>LOCK SMITH</u></b>				
Virginia Shoe & Lock Service	138 Franklin Street	Rocky Mount, VA 24151		540-483-5435
Bill's Lock & Key	2532 Radford Church Rd	Moneta, VA 24121		540-297-2946
<b><u>MULCH AND GROUND COVERING</u></b>				
Crawford Excavating	185 Parford Lane	Moneta, VA 24121	Slim Crawford	540-721-2153
Hilltop Mulch, Inc.	430 Wirtz Road	Wirtz, VA 24184		540-334-5321
<b><u>PAINTING</u></b>				
R Contracting (Painting/carpentry)		Union Hall, VA	Vickie Rosenthal	540-420-9246
Hales Painting		Rocky Mount, VA	Nathan Hale	540-263-0116
A Silva Painting			Amador Silva	540-915-3702
<b><u>PLUMBING</u></b>				
Steve Musgrove	126 Club House Drive	Moneta, VA 24121		540-420-7837
Wisler Plumbing	130 Brookfield Lane	Wirtz, VA 24184		540-483-9382
Smith Mt. Lake Plumbing	450 Hollyfield Lane	Moneta, VA 24121		540-721-2300

<b>PAVING</b>				
McNeil Asphalt	P. O. Box 20268	Roanoke, VA 24018		540-774-0015
Virginia Paving Co., Inc.		Glade Hill, VA 24092	Barry Hale	540-483-9279
Law's Paving			Ricky Law	540-420-0077
<b>PRESSURE WASHING</b>				
Affordable Home Services	73 Crescent Lane	Wirtz, VA 24184		540-721-3909
Smith Mt. Lake Pressure Cleaning	170 Poplar Point Drive	Hardy, VA 24101		540-721-1834
<b>PROPANE COMPANIES</b>				
Davenport Energy	40 Diamond Ave., NW	Rocky Mount, VA 24151		540-483-5146
Redwood Propane	Rt. 40 East, Redwood	Rocky Mount, VA 24151		540-483-7726
Suburban Propane	5306 Peters Creek Rd.	Roanoke, VA 24019		540-777-7928
<b>ROOFING</b>				
Smith Mt. Lake Roofing (24/7 service)	1219 Buff Creek Dr.	Hardy, VA 24101	Tracy Tyree	540-819-3264
Melvin Morgan Roofing	119 Crowell Lane	Lynchburg, VA 24502	800-249-0358	804-237-3800
Miller Roofing	2745 Shenandoah Avenue	Roanoke, VA 24017		540-483-9270
Bob Riddick Roofing	330 Lakewood Forest Rd.	Moneta, VA 24121	Bob	540-309-6069
Trinity Business, Inc.		Rocky Mount, VA	Jamie Tuck	540-537-2902
<b>SEPTIC SYSTEMS</b>				
AAA Septic (Cleaning)			Seth	540-483-1457
Wisler Plumbing (Electric / Pumps)	130 Brookfield Lane	Wirtz, VA 24184		540-483-9382
<b>TOUCHLESS BOAT COVER</b>				
Automatic Boat Covers	535 Cedar Ridge Rd.	Union Hall, VA 24176	Jay Shoffner	540-488-8030
<b>WINDOWS</b>				
Franklin Auto Glass - replacement	179 Franklin St.	Rocky Mount, VA 24151		540-483-0087
Guardian Auto Glass - replacement		Hardy, VA 24101		540-721-5900
AFB, Inc.- Cleaning	9475 Airport Road	Bent Mt., VA 24059	Eric Lettrill	540-769-9719
Blinds & Beyond (window treatments and repairs)	13860 BT Washington Hwy.	Moneta, VA 24121	Audrey Tuck	540-721-1880
Crystal Clean Windows			Marcus Bauman	540-263-3212



# Maintenance Responsibilities

Revised 9-15-18

CP = Common Property, PH = Patio Homes, TH = Town Homes	CPOA	S&R	SUB	Home Owner	Tenant
A/C Heat Pump (for CPOA Common Elements)	X				
A/C Heat Pump (unit)				X	
Beaches					
Main Beach		X			
Beaches requested or installed by Individual Subs			X		
Breezeways including drains					
Condos			X		
TH/PH (Cost shared by adjacent unit owners)				X	
Conference Center			X		
Bottom floor exterior			X		
Bottom floor interior		X			
Convenience Docks		X			
Decks					
Condos/PH/TH				X	
Common Property	X				
Doors - Condos/PH/TH				X	
Foundation Walls					
Foundation Walls (Condos)			X		
Foundation Walls (PH/TH)				X	
French Drains					
Condos			X		
Condos PH/TH				X	
Common Property	X				
Guttering – including drain lines to the collection box or the point of termination away from the building					
Condos			X		
PH/TH				X	
Landscaping (on common grounds)	X				
Marinas		X			
Parking lots					
Condos/PH/TH			X		
Common Property (Clubhouse, Welcome Center, Beach)	X				
Pools	X				
Rip-rap	X				
Plumbing					
CP – Outside to middle of foundation	X				
ALL – Exact middle of foundation – shared cost	X			X	
Condos middle of foundation inward			X		
PH/TH middle of foundation inward				X	

CP = Common Property, PH = Patio Homes, TH = Town Homes	CPOA	S&R	SUB	Home Owner	Tennant
Roads, streets	X				
Roofs					
Condos			X		
TH - Sub Re-shingle, Homeowner maintains the roof structure			X	X	
PH – Homeowner totally responsible				X	
Septic tanks/drain fields	X				
Staining Siding					
CP	X				
Condos/ PT/TH			X		
Windows / Skylights					
Inside units (PH/TH/CONDOS)				X	
In Breezeways (Condos)			X		
in Breezeways (PH/TH) Cost shared by adjacent unit owners				X	
Tennis Courts	X				
Welcome Center					
Exterior		X			
Upper Level - Interior		X			
Lower Level - interior					X
Clubhouse	X				
Unit Interior Maintenance				X	

### Unit Interior Maintenance Responsibilities

1. Unit interior maintenance has always and will continue to be the responsibility of the property owner who should make arrangements with CPOA for service, or directly with contractors/vendors recommended by CPOA. All work, terms and warranties should be negotiated by the property owner with all outside service providers.
2. Arrangements should be made with the CPOA office to allow for outside service providers to enter homeowner's property as needed.
3. Where emergency interior repair is necessary to protect the investment of the homeowner, CPOA management will make temporary repairs, where feasible, and/or arrange for permanent repairs as appropriate under the circumstances with the prior consent of the homeowner. All costs will be billed to the homeowner.

CPOA contracts with Dodson Brothers Exterminating (Dodson) for an annual termite inspection program in and around all of the buildings on the property. That includes buildings owned by CPOA, S&R, condo associations, as well as individually-owned town homes and patio homes. As long as the annual inspection program is maintained, Dodson will exterminate any termite infestations found in those buildings and reapply a preventive treatment in the vicinity of the infestation (not the entire structure) at no additional charge. The Dodson contract does not cover repair or replacement of damaged components. That is the sole responsibility of the building owner.

Some Sub-Associations contract directly with Dodson for periodic re-treatment around their buildings. The re-treatment is an attempt to ward off future termite damage. Re-treatment does not offer any guarantees and does not enhance benefits of the CPOA contract with Dodson.

### **Rodent Control**

CPOA contracts with Dodson to maintain bait boxes located around the property to control the population of mice, rats and other rodents. These boxes may be redistributed around the property periodically to assist in areas experiencing high levels of rodent activity. Because of bio-safety concerns, homeowners should not take it upon themselves to relocate the boxes. That should be left to the professionals.

### **Wild Animal Control**

Removal of birds and mammals that have taken up residence in or under a building, as well as any damage repair, is the responsibility of each individual building owner.

### **Insect Control**

CPOA maintains a contract with Dodson Brothers Exterminating to conduct preventive treatments for insects (other than termites) inside CPOA owned buildings. Individual homeowners are encouraged to join this contract and benefit from a group rate on monthly insect treatment inside their units. Participation is not mandatory, except in rental units where it is required regardless of which person or company acts as agent for the rentals.

## Removal/Trimming of Trees and Shrubs at Bernard's

### **Trees or Shrubs that block views**

Over time some trees or shrubs have grown to partially block some homeowner(s) views and, accordingly, the CPOA Board of Directors created a tree removal policy in November 1997 (amended in July 2008). The policy is being revised and restated as follows:

If a tree or shrub blocks a substantial amount of the Lake or Mountain View, it will be considered for removal, if requested by a sub-association or homeowner(s). All removal requests must be submitted to the Covenants Committee. The Covenants Committee determination may be appealed directly to the CPOA Board of Directors. The cost of removal will be paid by the requesting party(s).

In some cases, the Covenants Committee may require the tree or shrub be replaced. The cost of replacement will be paid by the requesting party(s).

Only ornamental or dwarf trees may be planted on the property. No tree(s) will be planted where their roots could reach any septic drain fields or unit foundations.

Requests for trimming of trees or shrubs that block a homeowner's view must be made to the CPOA office and will be accomplished by the CPOA landscape department or a certified arborist contractor at CPOA expense.

### **Trees or Shrubs that may cause damage to property**

Occasionally, it may be determined that a tree or shrub needs to be removed to protect property (structure or foundation).

If the tree or shrub resides on a homeowner's deeded private property, the homeowner will be responsible for the cost of removal.

If the tree or shrub resides on CPOA common property, CPOA will be responsible for the cost of removal. CPOA will, in its discretion, notify the affected sub-association or homeowner(s). If a sub-association or homeowner objects to the removal of a tree or shrub on CPOA common property that has been determined to be endangering property, the homeowner may appeal the decision to the CPOA Board of Directors. The appeal must be accompanied by the written opinion of a certified arborist and/or Virginia licensed Class A contractor in order to dispute the removal of the tree or shrub. The expert opinion must clearly state why the expert believes the CPOA erred in the original decision to remove the tree or shrub. The cost of the expert opinion will be borne by the objecting homeowner(s).

If the CPOA Board of Directors ultimately agrees to allow a tree or shrub in question to remain in place, the Board will require the objecting homeowner(s) to sign an agreement accepting full responsibility for any and all damage(s) incurred should that tree or shrub create future damage(s). If the potential damage(s) could affect more than one unit, all potentially affected homeowners would have to agree in writing to jointly and severally accept full responsibility for any future damage(s). If all

affected homeowners do not agree, then the tree or shrub will be removed.

All homeowner agreements to accept responsibility will become a condition of the resale of their property.

All exterior wood surfaces, as defined below must be treated with the approved products within six (6) months of installation or can be left to weather naturally with the approval of the covenants committee. This mandate applies to both new construction and old wood.

The purpose of this policy is to insure uniform treatment of all exterior wood surfaces. This policy applies to all exterior decks and walkways including steps, railings, pickets, screens, and enclosures for storage or screening of propane tanks, heat pumps, etc. that are attached to, or are an integral part of a building cluster.

Exterior wood surfaces, as defined above, may be sealed and stained only with the approved products listed below. **Clear sealers or stains of any other color are not permitted.**

All high rise building decks and common areas in a given building must be treated uniformly, i.e. the option of either solid or opaque stain for the walking surfaces must be the same for the entire sub-association (Individual unit owners in a multiple storied building cannot elect the solid or opaque stain unless the entire building is consistent. This also applies to common areas in the Peninsula townhouse and Meadows patio home building clusters. (Common areas are entrance walkways, breezeways, and any other area that is shared between two or more units.) Entrance walkways may be treated differently from the decks as long as the entire sub-association common areas are uniform.

## Notes

New pressure treated wood can be allowed to weather for a period not to exceed 6 months before treatment. "Trex", when used for walking surfaces, does not need to be stained. Any other "Trex" that does not match wood must be stained to match wood.

## Exterior Paints

### Vertical Surfaces:

For use on siding, railings and all other vertical surfaces except decks and walkways.

Please consult with your paint supplier or painting contractor to determine which of the two approved products listed below is best for your application.

Driftwood Stain (Gray) - #2600-0200 .....GPPC (Glidden)

Woodscapes Exterior Solid Color Stain – #A15W53..... Sherwin Williams

Requires adding A-100 Exterior Gloss Latex for color # A8W151

### Horizontal Surfaces:

For use on bare untreated horizontal wood surfaces, decks and walkways

Use over semi-transparent stained surfaces.

Walkways should have slip resistant grit added to stain

Please consult with your paint supplier or painting contractor to determine which of the two approved products listed below is best for your application.

Cabot Decking Stain (BL Gray) #1808..... Capps

Gulf Synthetics DeckRevive (BL Gray) #918-0977 ..... Sherwin Williams

### Standard Boat Cover Policy Adopted 06/2005

The purpose of a boat cover is to protect the interior surface of the boat from dust and debris. A boat cover that protects the upper body and interior of the boat and does not extend beyond the bow, stern (not including the swim platform) or sides of the boat is allowed for that purpose. All such boat covers are to be attached solely to the boat they protect. No covers are permitted that have any attachment to the marina structure, including rafters, piers, pylons, walkways or other support structures. Exceptions to this policy may be granted for persons with disabilities or other such reasons as deemed valid by the S&R, Inc. Board of Directors. Any request for an exception to this policy must be made in writing to the General Manager of S&R, Inc. and must include the grounds for seeking an exception, and a description (including dimensions and color) of the proposed cover.

### Standard Boat Cover Policy Adopted 04/12/12 (revised 9-15-2018)

- Only Touchless Boat Covers by Automatic Boat Covers of VA & NC, LLC, (Jay Shoffner, 540-488-8030) may be installed on Bernard's Landing boat slips and must meet these Covenants Handbook specifications, including "Sea Gull Gray" color, and size (length as measured for rear edge of perpendicular walkway) as required for each Bernard's Landing marina, as follows:

Main Marina A -- 22'	Peninsula Marina – 26'
Main Marina B – 23'	Peninsula Cove Marinas – 27'
Main Marina C – 24'	Meadows Marina – 27'
Main Marina D – 24'	Sailor's Cove Marina – 27'
	Beach Marina – 27'

Drop Down boat covers existing prior to 4-12-2012 are grand-fathered until removed or replaced. If replaced, they will have to meet current specifications.

All drop down boat cover owners shall provide, within 30 days of the effective date of this policy or within 30 days of installation of an approved boat lift cover, the CPOA Office either a "boat lift FOB" that will operate the cover or a key or combination to any lock on the control box for the cover so that the control box may be accessed and the cover operated by CPOA and S&R personnel should that be required in the owner's absence. **By accepting a "FOB" or key, CPOA and S&R accept no responsibility to raise boats or covers in anticipation of possible flooding or other emergencies. However, in a boat cover owner's absence from the Bernard's Landing property, CPOA and S&R will do what they can to assist if such situations arise which require lifting of boats or covers.** Should a boat cover owner need to have a boat cover lifted in order to provide access to the boat (for maintenance or other purposes) the boat cover owner shall authorize CPOA to release the "FOB" or key in its possession for that purpose. CPOA shall have no responsibility to ensure the return of the "FOB" or key to the CPOA Office.

Drop down boat cover owners will be responsible for removing the cover and associated hardware (and return of the slip to its original pre-cover condition) at the end of their lease or within 10 days of lease by S&R to another lessee unless the new lessee has reached an agreement with the original lessee to

purchase the cover, but in no event may the cover remain in place (unless sold to a new lessee) after 90 days from the date of termination of the cover owner's lease. If not removed in a timely manner, S&R will remove the cover and associated hardware and bill the cover owner for the removal expense.

- Any variance to the Drop Down Boat Cover policy will require approval by the Covenants Committee and the S&R Board of Directors.

### New Docks

1. New or replacement floating docks and fixed walkways to docks to be pressure treated wood or approved wood substitute.
2. Docks to be equipped with mooring cleats, swim ladders & rub rails of approved design.
3. Pilings:
  - a. Must be equal height when used together.
  - b. Height not to exceed minimum needed for highest lake level. (2 feet above)
  - c. Stub pilings to be avoided whenever possible.
  - d. All pilings to be topped with protective cones.\*
  - e. Excessive wear points to be protected with steel plates.\*
4. Fixed walkways to be extended out into lake so that a minimum depth of 2 feet is maintained on land side of dock during low water levels. (5 feet below full pond)
5. Stairs from the fixed walkway to floating docks must be of a standard design and provide safe access for all lake levels.
6. Standard design for piling slides or rings to minimize wear and maintenance.

### Existing Docks

1. All hardware to be solidly attached with screws to secure baseboard.
2. No protruding nails, screws, wood splinters, or other hazardous conditions.
3. Rub rails to be securely attached and with stainless steel ring shank roofing nails.
4. All wood surfaces to be pressure washed periodically.
5. \*Notes 5 D&E above apply to existing docks where applicable.
6. Flotation to be inspected annually and repaired when required.
7. Repair of existing floating docks to include:
  8. 2x12 banding on all sides
9. Docks to be inspected monthly (May through September) to insure compliance.

Concrete sidewalks may be installed in certain areas as determined by the Covenants Committee. The sidewalks must conform to the standards as listed below:

1. The sidewalks will be poured with Portland cement concrete having a minimum 28-day compressive strength of 3000 psi and a non-vibrated slump between 2.5 and 4 inches.
2. Sidewalks will be 4 feet wide for secondary walks and 5 feet wide for primary walks.
3. The minimum thickness shall be 4 inches.
4. The surface of sidewalks shall be finished to grade, trowelled smooth and finished with a broom.
5. Sidewalks shall have a slope not to exceed 1/4 inch per foot. Where the sidewalk is near a building it shall slope away from the building. Finished grade shall be compatible with existing topography where possible.
6. Sub grade shall be excavated to the required depth, and shaped to the proper cross-section. Where roots are encountered, they shall be removed to a depth of 1 foot for the full width of the excavation. The sub grade shall be stable and thoroughly compacted.
7. Forms shall be set and maintained true to the required lines, grades, and dimensions. Forms shall be constructed with material of such strength and rigidity to prevent any appreciable deflection between supports. Forms shall be thoroughly cleaned of all dirt, mortar, and foreign material before being used. All inside form surfaces shall be thoroughly coated with commercial quality form oil.
8. Grooved contraction joints shall be cut to a depth equal to at least 1/3 of the total slab thickness. The joint shall be no less than 1/8 inch in width and cut at intervals equal to the width of the sidewalk.

Expansion joints shall be a 1/2 inch joint filled with a non-extracted joint material, conforming to ASTM C1751, placed between all rigid objects and placed no further than 50 feet apart. Joint material shall extend the full depth of the concrete with the top of the filler 1/2inch below the finished surface.

# Appendix

Covenant's Powers & Authority.....	27
Covenants Application .....	28
Notice of Covenants Violation .....	29
Hold Harmless Agreement .....	30

The Powers and Authority of the Covenants Committee is established by the CPOA bylaws:

### Article 3 Section 3.19 Covenants Committee

(a) **Purpose.** The Board of Directors shall establish a Covenants Committee, consisting of three or five members appointed by the Board of Directors, each to serve for a term of one year, in order to assure that The Development shall always be maintained in a manner: (1)

(b) **Powers.** The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to impose reasonable fines upon and issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of law, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Declaration of Rights, Covenants, Restrictions, Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling or decision.

(c) **Authority.** The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.



# Covenant's Application

**Permits:** The Requestor is responsible for all permits.

**Important Insurance Requirements:** Please be sure that your personal homeowner insurance includes additions and improvements coverage as required in Section 6.5 of the CPOA bylaws. Without the proper insurance, in the event of a loss, your unit would only be restored to its original "as-built" condition.

**Important Contractor Requirements:** All contractor vehicles must be removed from all residential areas every evening. There are no exceptions allowed. The preference is that contractor vehicles be taken off property. With approval from the CPOA office, contractor vehicles may be allowed to park overnight in the Welcome Center Parking Lot. Trailers with demolition debris are not allowed to park overnight in any location on property. By signing this application, Homeowner agrees to make contractor(s) aware of this requirement, as well as all other contractor requirements as enumerated on Page 8 of the CPOA Covenants Handbook.

**Requestor** must keep surrounding neighbors notified of all scheduled work (and schedule changes) that will be loud or in any other way disturbing to their peaceful and quiet enjoyment of their unit.

**All un-started applications expire 6 months after approval**

Request Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

On Behalf Of:  UNIT OWNER  CPOA  SUB-ASSOCIATION

Applications submitted for the CPOA or a Sub-Association must be signed by an officer or Board Member

BL Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Description of Improvement:

Dimensions: \_\_\_\_\_

Does This Add Additional Square Feet?  YES  NO If Yes, How Many Square Feet? \_\_\_\_\_

Does Your Improvement Involve? (Check all that apply)

- ELECTRICAL                       PLUMBING                       HVAC                       ALARM
- DECK                       DOORS/WINDOWS                       ROOFING                       LANDSCAPING

Will the requested action result in diminishing another homeowner's view from their unit?  YES  NO

Construction Materials to be used

Contractors Name: \_\_\_\_\_ License Class: \_\_\_\_\_ Phone : \_\_\_\_\_ Insurance \_\_\_\_\_

BY MAIL TO: Covenants Committee, Bernard's Landing CPOA, 775 Ashmeade Road, Moneta, Va. 24121

BY FAX TO: 540-721-8383  E-MAIL TO: (JPG or PDF format only) jeanthomas@blcpoa.org  DELIVERY - To CPOA Office

By signing this application I certify that my contractor has received a copy of the latest Covenants Policies and Standards (also known as "The Covenants Handbook"). The most recent version may be downloaded [www.blcpoa.org/CovenantsHandbook.pdf](http://www.blcpoa.org/CovenantsHandbook.pdf)

Signature: \_\_\_\_\_



## Notice of Covenants Violation

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Article 3, Section 3.19 of the CPOA Bylaws defines the purpose, powers and authority of the Covenants Committee. Simply stated, the purpose is to assure that the Bernard's Landing property shall always be maintained in a manner which:

- Provides for visual harmony and soundness of repair.
- Avoids activities deleterious to the aesthetic or property values of the property.
- Furthers the comfort of the Unit Owners, their guests and tenants.
- Promotes the general welfare and safety of the community.

Accordingly, the Covenants Committee has the authority to impose reasonable fines and issue a "cease and desist request" to a Unit Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of law, the Rules and Regulations of Bernard's Landing or resolutions of the CPOA Board of Directors.

Unit # \_\_\_\_\_ has the following item(s) which is/are not in compliance:

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We call this to your attention and ask that immediate action be taken to correct this violation. If you have any questions, please call the CPOA office at 540-721-2762.

Violations not brought into compliance within 60 days of receiving this notice will be remediated by the CPOA and all costs for labor and materials will be charged to the homeowner.

We appreciate your attention and cooperation in this matter.

Bernard's Landing Resort & Conference Center  
Covenants Committee



# Hold Harmless Agreement

THIS AGREEMENT is intended to "place on notice" to all parties, that the undersigned is the current Owner of the unit in the Bernard's Landing development as of the date shown.

FURTHER, I, the Owner, declare and agree to hold harmless the Bernard's Landing Comprehensive Property Owners' Association (CPOA), or its Board of Directors, or its managing agent(s) for any damage or costs associated with the removal or repairs that may result from the servicing of any septic tank system equipment located under the deck extension or, for any other CPOA approved work on the common property covered by the deck extension.

FURTHER, I understand that this agreement passes with the unit to any future Owner and shall be binding upon such new Owner and therefore shall be made a part of any disclosure information provided to such prospective new Owner.

_____	_____
Owner	Unit Number
_____	_____
Date	Unit Address

**Certificate of Acknowledgment:**

City/County of \_\_\_\_\_, Commonwealth of Virginia

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_  
Owner

\_\_\_\_\_ My commission expires \_\_\_\_\_  
Notary Public

**Certificate of Acknowledgment:**

City/County of \_\_\_\_\_, Commonwealth of Virginia

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_  
General Manager

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Notary Public