

ADMINISTRATIVE RULES AND REGULATIONS

These rules rescind, replace, and supersede all rules passed before by order of the Board of Directors. These rules will take effect on November 1, 2019.

A. Introduction

1. These administrative rules and regulations are promulgated under the authority of the Declaration of the Bridges Resort and the Bylaws of The Bridges Owners' Association, Inc. (hereafter known as the "Bridges Resort") and the Vermont Common Interest Ownership Act (27A V.S.A. §§ 1-101 *et seq.*).
2. These Administrative Rules are designed to assist the Bridges Resort in serving the best interests of the greatest number of owners and occupants while protecting, as much as possible, the rights of the rest of the owners and occupants. These Administrative Rules are established to preserve the common area and its recreational facilities of the Bridges Resort for the wellbeing, convenience and enjoyment of the owners, occupants and their guests.
3. It must be recognized and understood by all owners and occupants that it is necessary for representatives of the Association to apply and enforce these Rules and Regulations against all owners and occupants equally. Owners and occupants have the right to enjoy the Bridges Resort while respecting the rights of others. Courtesy and common sense must prevail in the proper utilization of the facilities.
4. All of the Administrative Rules and Regulations adopted pursuant to the Declaration and the Bylaws shall be deemed to complement or implement the provisions of the Declaration and Bylaws. As to any conflicts between the documents then hierarchy shall be binding statutes, the Declaration, the Bylaws, and then these Rules.

B. Board of Directors

A high functioning Board of Directors is critical for the ongoing health of Bridges Resort.

1. Section 3.4 of the Bylaws sets out how our 7-person Board of Directors is elected. Section 4.2 details how this Board of Directors, once in place, then elects four officers at its first meeting: President, Vice-President, Treasurer and Secretary. The officers' basic duties are then described in Section 4.4 (President), Section 4.5 (Vice-President), Section 4.6 (Secretary) and Section 4.7 (Treasurer). Section 4.4 is clear that the President appoints any committees.
2. Additional rules and best practices for the Board and any committees are set out in Appendix 1 of these Administrative Rules. These can be altered at any time by the Board after providing for a 30-day consultation period with Unit owners.

C. Property Use

1. No owner may use or permit his or her unit to be used for commercial or dormitory use. No unlawful use shall be made of any unit or common area and all valid laws and regulations of all government bodies having jurisdiction thereof shall be observed. No nuisance or use or practice shall be allowed, or anything done or placed on any private or common area which may be deemed a source of unreasonable annoyance, embarrassment, or disturbance to other occupants or which interferes with the peaceful possession or proper use of other units but their owners or their lessees. This rule does not preclude corporate ownership.
2. The unit owner will keep clean and free from unsightly objects the balcony and patio areas of his or her unit.
3. Garbage disposals are not permitted and shall not be installed in any unit. Homeowners shall not put into drains or toilets items (such as rags) that might harm the septic systems. Any resulting damage shall be repaired by the expense of the person causing the damage.
4. The Board of Directors is responsible for preserving and maintaining the quality, integrity and aesthetic of common areas. Accordingly the following activities are prohibited:
 - a. using any common area for camping;
 - b. altering the exterior of one's unit;
 - c. installing or displaying any reasonably observable items on or outside one's unit; and
 - d. maintaining or storing any furniture, fixtures or other personal property in any common area for more than 8 hours. All such items should be removed following usage.
5. No owner may engage in any activity in common areas that, in the judgment of the Board or its designee, is or would be reasonably likely to:
 - a. be objectionable to other owners, renters, members or guests
 - b. interfere with the normal enjoyment by such parties of any common area;
 - c. damage any common area including vegetation or landscaping; or
 - d. increase the general maintenance requirements or expenses of such areas.
6. The Board or its designee may designate certain common areas for exclusive or non-exclusive use, including any of the aforementioned activities.
7. Any owner may request permission from the Board or its designee to engage in any activity prohibited by this Rule by submitting such request in writing. The Board will consider any request in good faith. However it reserves the right to decline such request for any reason.
8. Any owner may request that the Board or its designee enforce these rules with respect to the conduct or action by another owner involving common area property

- by submitting such objection in writing. The Board or its designee will consider any request in good faith and operate as expeditiously as practicable.
9. Any items whose ownership is not clear that are left in common areas will be removed and put into temporary storage. The item will be disposed of after seven days.
 10. The Board will utilize the following process when enforcing these rules regarding the use of common area:
 - a. First, the Board President will issue to a letter to the applicable owner(s) that identifies the improper conduct and requests compliance with this Rule.
 - b. The applicable owner(s) may elect to submit a written response to the Board. Such response must be received within 14 days of the Board's initial correspondence otherwise it will not be considered.
 - c. If the owner(s) fail to submit a written response, or the Board receives such response but nonetheless concludes that corrective action is required, then the Board will issue a written demand that the owner(s) take all necessary or appropriate actions to come into compliance with this Rule, and that they be afforded a period of no less than 14 days.
 - d. If the owner(s) fail to take such corrective actions to the Board's reasonable satisfaction, then the Board or its designee may remove the applicable personal property and store them for a period of not less than 7 days during which time the owner(s) may reclaim such property, or if not reclaimed then the Board may direct management to dispose of or donate such property. In such an event, the Board shall have the right to require the applicable owner(s) to reimburse the Bridges Resort for any and all out-of-pocket expenses incurred in connection with enforcing this Rule.

D. Insurance and safety

1. It is required that all unit owners have a minimum of \$250,000 of general liability coverage. The Board of Directors or its designee reserves the right to require owners to produce certificates of insurance evidencing adequate coverage and the Bridges Resort to be named as a third party beneficiary under all the policies. It is important for all homeowners to understand that without any personal homeowners and liability insurance they in fact are self-insured and therefore become personal liable for any negligence for which they are responsible.
2. Each Owner shall maintain a currently certified fire extinguisher, plus smoke and carbon monoxide detectors installed in accordance with the manufacturer's specifications and Vermont law in his or her unit.
3. No owner may burn trash or refuse in the common area. All trash or refuse shall put in the dumpsters provided and the recycling bins must not overflow. No external fires will be permitted except in the barbeques and fire pits provided. No owner shall engage in or permit any conduct or use, or maintain any device in or adjacent to any unit which will increase the risk of fire or the cost of fire insurance.
4. No propane grills or wood or charcoal burning barbecues are allowed on decks or within 10 feet of any structures.

E. Association Access to Units

VT statutes and our Bylaws provide that the Association is responsible for maintenance, repair and replacement of Common Elements and that unitowners are responsible for maintenance, repair and replacement of units. Unitowners must give reasonable access to the Association for the protection of the Association and other unitowners. When unitowners do not allow access, they violate the law and our Bylaws and put the Association and other unitowners at risk.

This rule governs non-emergency access as well as emergency access.

1. Keys and electronic codes to enable unit access

- A. Unitowners must supply the Association with keys and/or electronic codes to their units for non-emergency and emergency access and with keys and/or electronic codes to all interior spaces of their units, including lock-offs, for emergency access.
- B. If a unitowner prevents non-emergency access to their unit after reasonable notice or prevents emergency access to their unit and/or interior locked sections of their unit (for example, the unitowner refuses access or installs an additional lock or changes the lock or codes such that access is not possible), the unitowner will be liable for additional costs (due to damages, repairs or liability, among other causes) incurred by the Association and other unitowners that might have been prevented had access been obtained in a timely fashion. In addition, should representatives of the Association require sudden access and the unitowner has not supplied the current keys and/or access codes, then the unitowner is responsible for repairing any damages caused in gaining access.

2. Routine non-emergency access

In cases of non-emergency access:

- A. The Association will give reasonable notice (at least seven days, if possible under the circumstances, but in any case not less than 24 hours) of the need for access to a unit, except in emergency situations (as described below).
- B. If notified by the Association (in a notice either to an individual unitowner or to all or a group of unitowners), the unitowner must provide access at a time mutually convenient for the unitowner and the party(ies) requiring access. Unitowners should be as flexible as possible in providing access, because availability of sub-contractors and other service providers in the Mad River Valley can be quite restricted.
- C. A unitowner may identify a local person as a representative or (at the unitowner's expense) retain a local third party security company or security person to be present during the period of access. The unitowner is responsible for assuring their representative, security company or security person is available at the access time agreed with the Association. The Association has

the right to obtain access at the agreed time whether or not the representative, company or person is present.

- D. If unitowner cannot grant access within the time period notified by the Association or such later time as may be acceptable to the Association, then the Association can go in at a time of its choice, subject to the following precaution for the protection of the unitowner: maintaining a log of Association entry to units, including sign-out and sign-in of keys to assure knowledge who has gone into a unit.

3. Emergency Access

In cases of emergency access:

- A. In case of an emergency, the Association can gain access to a unit (including interior locked sections of the unit) without notice to the unitowner. The Association should try to give the unitowner prior notice of emergency access, if possible, and otherwise should notify the unitowner afterwards.
- B. An emergency is defined as a situation or circumstance that has caused or has a high probability of causing harm to Common Elements or one or more other units of a significant nature, such that waiting for a unitowner to grant access to their unit may or would put the Association or another/other unitowner(s) at risk with respect to (i) health or the use and enjoyment of Common Elements or unit(s) or (ii) significant costs for repairs or remedies. Examples of emergencies include (but are not limited to) water in walls, flooding, fire hazard, electrical hazard, fire, smoke, pest infestation, structural damage or weakness, gas leak, sewage backup, frozen pipes, and extreme weather.

F. Exterior Appearance and Alterations

1. Owners may not post signs on their property for any purpose, including signs advertising the sale or rent of property.
2. Modification of any kind, to the exterior of any building or the appearance thereof, including but not limited to, awnings, sun shades, patio covers, patio enclosures, fences, external radio or television antennas, air conditioning devices, fans, window guards, flags, security cameras or bunting may not be made without approval of the Board of Directors or its designee.
3. Outside clothesline or other clothes drying or airing facilities are not permitted. No clothes or other material can be hung or shaken from a balcony, railing, or fence, or otherwise left or placed in such a way as to be exposed to public view.
4. Tools, sporting goods, cooking equipment, bicycles, or other personal articles and equipment must be stored within the unit or in an area designated by the Board of Directors or its designee.
5. All landscaping, maintenance, and improvement of common area shall be done by or at the request of the Board of Directors. Unit owners will be permitted to plant flowers in the immediate vicinity of their units provided that approval of the Board

- of Directors or its designee is first obtained and the type of planting will not detract from the appearance of the area and will blend in with the overall landscaping of the condominium.
6. No owner may do or cause to be done any construction, repair, or alteration work whatsoever, except inside the boundaries of his unit as defined in the Declaration. No work of any kind is to be done upon exterior building walls or upon interior weight bearing walls without first obtaining the approval of the Board of Directors.

G. Notification of Unit Alterations

1. Unit owners must receive notification of any proposed unit alterations by fellow owners that would affect Common Elements or Limited Common Elements. The notification will be included as part of the communications for an upcoming Board meeting sent at least 10 days prior to the date of the meeting. The notification must be in the following form:
 - A short paragraph (200 words maximum) will be sent in the body of the email that calls for the meeting.
 - The paragraph must describe the proposed renovation, including any similar alterations that have been made on property of which either the owner or the General Manager are aware. It must have a hyperlink to a PDF document that fully describes the proposed renovations.
 - The PDF document, which may include drawings and pictures, must completely specify the alteration such that other owners can fully understand the proposed alteration.

2. Unit owners considering alternations should be aware that alterations entirely within a Unit may affect Common Elements or Limited Common Elements and may therefore require notification to fellow owners and Board approval. The Board and/or the General Manager may require an owner to halt or delay alterations that affect Common Elements or Limited Common Elements for which notification to fellow owners has not been provided and for which Board approval has not been granted. BY WAY OF EXAMPLE ONLY (and not intended as a complete list), the following alterations may affect Common Elements or Limited Common Elements:
 - Hot tub in a Unit: installation or operation of the hot tub in a Unit will use water and/or sewer lines that are Limited Common Elements or Common Elements.
 - Kitchen or bathroom alterations: plumbing, electric and appliance modifications will require tapping into water and sewer lines that are Limited Common Elements or Common Elements and may require relocation of pipes or wiring behind the walls and within Limited Common Elements.
 - Conversion from an electric water heater to a propane water heater servicing a single Unit: holes will be drilled through foundations and/or through walls that are Limited Common Elements for pipes into the Unit and for exhaust pipes.

H. Maintaining Units to Code

1. Section 11.2 of the Declaration/Bylaws requires each unitowner to maintain his/her unit in compliance with applicable laws, ordinances, codes and regulations (“Code”). In order to assure compliance with this requirement and minimize damage to other units and common areas and costs to other unitowners and the Association, the Board is authorized to take one or more of the following actions from time to time and without unitowner review or consent:
 - (i) require unitowners to obtain inspections, make necessary repairs, bring into compliance with Code, and/or provide certificates of compliance for specific items or categories of items within a unit;
 - (ii) arrange for any one or more of the actions in clause (i) to be done, with the cost of such action being charged to relevant unitowners;
 - (iii) require each unitowner to hire appropriate persons to do a full inspection of his/her unit to assure compliance with all aspects of Code, then to make necessary repairs and to provide a certificate of compliance to the Association; the Board may specify items to be covered by the inspection at a minimum;
 - (iv) require that each unit be fully compliant with Code and provide evidence of compliance before the unit may be sold.
2. Deadlines for compliance with any requirement specified by the Board under this rule must be reasonable.
3. For each requirement under this rule, the Board may specify fines to be assessed against non-compliant unitowners.
4. If the circumstances warrant, the Board may extend the deadline for unitowners as a whole or for specified unitowners and may waive fines, provided that granting of extensions or waiving of fines for a specified unitowner should be made only if the unitowner has made a good faith effort to meet the requirement.

I. Air Conditioners and Heat Pumps

1. Air conditioners and heat pumps (“HVAC Elements”) must be installed so that they minimize any impact on surrounding Unit owners. Surrounding owners must not be subject to any noise or vibrations (other than minimal noise and vibrations that normally accompany a properly functioning individual window or wall HVAC Element for a single room), odors, leakage, soot or emissions from any HVAC Element.
2. Outside HVAC Elements must be installed to have minimal visual impact. No HVAC Element should be visible to surrounding owners during the normal use (interior or exterior) of their units. Prior to installing an HVAC Element, the owner

- must confirm with surrounding owners that the HVAC Element is not visible. No HVAC Element may be installed through any front facing wall, window or roof.
3. All HVAC Elements must also be maintained so that they continue to operate within their original operating specifications with respect to noise and vibration. The original operating specifications of all HVAC Elements must be provided to the General Manager, and the General Manager is authorised to arrange for inspection of HVAC Elements at owner expense. If, after a 30-day notice, the owner does not bring a non-compliant HVAC Element into conformance, then the General Manager is authorised to hire an electrician to disconnect the HVAC Element at the owner's expense.
 4. Any damage to Common Elements, Limited Common Elements or another owner's unit resulting from installation or operation of any HVAC Element must be repaired by the installing owner at such owner's expense.
 5. This Administrative Rule Regarding Air Conditioners and Heat Pumps does not override, supersede or replace any provision of the Declaration, Bylaws or any other Administrative Rule related to use or alteration of owner units, Common Elements or Limited Common Elements. Any provision of the Declaration, Bylaws or any other Administrative Rule requiring notice, review or consent of the Board, other owners, or otherwise remains applicable.

J. Maintenance of Certain Limited Common Elements

1. Bridges and stairs used to access units are limited common elements that are the responsibility of the Association, which will maintain them in good repair.
2. Chimneys and Fireplaces contain the following elements:
 - a. Inserts are optional devices for burning wood, but are a necessary device for burning gas. Inserts are individually owned, and homeowners are responsible for their maintenance, repair and replacement at their cost and expense.
 - b. Fireboxes house the inserts but can also host a wood-burning fire. Fireboxes are individually owned, and homeowners are responsible for their upkeep and maintenance, repair and replacement at their cost and expense.
 - c. Flues connect the fireboxes to the outside, venting the combustion gases. Flues are limited common elements allocated to the unit that they serve. The current policy at Bridges Resort is that the responsibility for and the cost of their ongoing maintenance, repair and replacement are the responsibility of the homeowner, but that the Association will arrange for their periodic inspection to determine compliance with applicable codes and regulations, and will arrange for any work necessary to bring them into compliance with applicable codes and regulations following inspection, all at the homeowner's cost and expense.
 - d. Chimneys may contain one or multiple flues. Chimneys are limited common elements. The current policy at Bridges Resort is that the responsibility for and the cost of their ongoing maintenance, repair and replacement are the shared responsibility of the owners of the units that they serve, but that the Association will arrange for their periodic cleaning and inspection to determine compliance with applicable codes and regulations, and will arrange for any work necessary

to bring them into compliance with applicable codes and regulations following inspection, all at the homeowners' cost and expense.

- e. Bridges Resort management will be scheduling regular chimney, flue and fireplace inspections to determine compliance with applicable codes and regulations which will be an individual homeowner expense, as the costs for these inspections are not the same for gas and for wood burning fireplaces.
3. Bridges Resort will supply firewood for fire safety code compliant wood stoves, fireplaces and community fire pits.

K. Motor Vehicles / Parking

1. All vehicles shall be restricted to designated roads and parking areas and shall be driven in a safe and reasonable manner. Vehicles must not park on the grass. No vehicle shall be left standing in such a manner as to prevent ready access to the units or so as to impede the access of firefighting equipment. Motorcycles or motor scooters, bicycles, and the like are restricted to roads and parking areas and may not be used on pedestrian paths or walkways. The Board of Directors reserves the right to discontinue and relocate roads and parking areas. Operators of any vehicle must have a valid operator's license.
2. All boats, trailers, and campers are forbidden to park within the confines of the condominium or on any condominium road or parking lot. The Board of Directors or its designee may, at its discretion and at the owner's risk, provide space on a leased or rental basis elsewhere for parking two wheel trailers, boats, and campers.

L. Renting units

1. As stated in the Declaration, any short-term rentals (fewer than 30 consecutive nights) shall only be advertised through one of the agencies approved by the Board of Directors or its designee shown in Appendix 2, which can be amended from time to time.

M. Pets

1. Owner Rules: Bridges Resort unit owners are permitted to have and keep household pets (as defined by Vermont Statutes) in their units and common areas pursuant to the following regulations:
 - a. All pets must be registered with the Bridges Resort for the duration of their stay on property. This consists of the owner supplying a clear digital photo of the pet to the front desk personnel (email sufficient), and also the date(s) that the pet will be on property.
 - b. All pets (including cats) must be kept on a hand-held leash at all times when in common areas. Pets may not be left unattended while tied to trees, fences, stakes or exterior building structures within the common area. Animals that make noises that may be heard by neighbors may not be left alone in the unit or be kept on balconies for extended periods of time.
 - c. Owners are solely responsible for promptly cleaning up after their pets and repairing any damage to common areas caused by their pets. Please refrain from allowing pets to utilize the same spot to minimize damage to landscaping.

- d. By having and keeping a pet on the condominium property, or permitting a long-term renter to have a pet as provided below, the owner agrees to and shall indemnify and hold harmless The Bridges Owners' Association, Inc. and its owners, directors, officers, renters, employees and agents from and against any and all losses resulting from any action of the owner's or long-term renter's pet, as the case may be, while on Bridges property, including personal injury, property damage and the costs relating to the removal of any owner or renter pet from the Bridges property.
2. Renter Rules: Individuals who are long-term renters only (i.e., 30 nights or longer) are permitted to have and to keep household pets in their units and common areas during their rental stay; provided that prior to commencement of the rental period, the Board of Directors or its designee must receive an executed copy of the rental agreement that includes the following provisions:
- a. The renter agrees to abide by all regulations of The Bridges Owners Association, Inc. relating to household pets, as the same may be amended from time to time;
 - b. The renter agrees to register the pet with the Board of Directors or its designee and pay a one-time pet registration fee of \$25;
 - c. The renter agrees to and shall indemnify and hold harmless The Bridges Owners' Association, Inc. and its owners, directors, officers, renters, employees and agents from and against any and all losses resulting from any action of the renter's pet while on Bridges property, including personal injury and property damage.
 - d. For the avoidance of doubt, short-term renters are prohibited from having pets in their units and common areas, and owners are prohibited from advertising that pets are allowed for short-term rentals.
3. Enforcement: The Board of Directors or its designee is expressly authorized to take any actions that are deemed necessary or appropriate to address violations of this rule. This includes without limitation financial penalties set forth in the guidelines below and the revocation of pet privileges for individual owners and renters. Owners are jointly liable for any penalties assessed against their family members, guests or renters.

First offense	Written warning
Second offense	\$50.00
Third Offense	\$100.00
Fourth offense and every subsequent breach of for the same or similar rule:	250.00
These fines can be modified at the discretion of the Board of Directors.	

N. Use of the Recreation Center

1. The Bridges Recreation Center Rules and Regulations attached hereto as Appendix 4 shall be construed to be part of the Administrative Rules of the Bridges Resort. These rules may be updated from time to time by the Board of Directors or its designee.
2. The Bylaws clearly provide that ownership of a unit carries with it only one set of membership privileges. In the event of multiple ownership of a unit, the several owners would have only one set of privileges such as, for example, advance bookings. Owners whose units are rented are not permitted to use the recreational facilities at peak periods defined below: Christmas, Washington's Birthday holiday periods, all Saturdays during ski season from 4 PM-8 PM; all weekends and holidays in July and August as well as Labor Day and Columbus Day weekends. Violations will result in a 30-day suspension of Recreation Center usage.

O. Election of Board Members

Below is the procedure to nominate individuals to stand for election to the Board and to elect Board members:

1. Per our bylaws, elections are held during the annual Homeowner Meeting.
2. Candidates are invited to send in to the Resort Director a cover letter and a resume. These must be received 14 days before the election in order to be circulated among all homeowners. It is recommended that the cover letter highlight (a) relevant professional experience (b) board experience and training; (c) candidate's hopes and concerns for Bridges Resort and (d) why they want to serve.
3. Candidates can also be nominated from the floor. However, they are encouraged to circulate the information noted above beforehand.
4. Each candidate will be given two minutes to speak to the meeting prior to the vote. Questions to the candidates from the floor will not be permitted.
5. The ballots (sample shown below) will have the names of all candidates that have submitted an application at least 14 days before the election, so voters just need to add an "X" in order to vote for a particular candidate. For candidates that are nominated from the floor, there will be blank spaces to write in their names.

Unit Number:			
	Name of 1st Candidate		Name of 6 th Candidate
	Name of 2nd Candidate		Name of 7 th Candidate
	Name of 3rd Candidate		Blank space (write-in)
	Name of 4th Candidate		Blank space (write-in)
	Name of 5th Candidate		Blank space (write-in)

6. For each ballot, homeowners will be asked to select up to a maximum number of candidates, equal to the number of open positions, by checking the boxes beside the names of their chosen candidates. This includes candidates nominated from the floor (for whom a homeowner would vote by writing in the candidate's name and checking the box beside the write-in).
7. Ballots that have fewer checked boxes than the number of open positions will be valid, and the votes will count. Ballots that have more checked boxes than the number of open positions will be considered void.
8. Homeowners will be given one ballot per unit owned.
9. Homeowners can sign a proxy to assign their vote to another homeowner. Prior to the vote, the signed proxy must be sent by the assigning homeowner to the Resort Director and may (but need not) be sent to the homeowner designated to vote the proxy. A copy of any proxy received by the Resort Director, along with a ballot to be completed on behalf of the assigning homeowner, will be given to the homeowner designated to vote the proxy. The submitted ballot must be accompanied by the signed proxy.
10. Homeowners can sign a proxy to assign their vote to the Board. Such proxies must be sent by the assigning homeowner to the Resort Director prior to the vote. If any proxies are given to the Board, then the following procedure will be followed to determine how the proxies given to the Board will be voted. (i) Board members will each be given an additional ballot (a "Board Proxy Ballot"); (ii) a Board member can give a proxy to allow another Board member to submit a Board Proxy Ballot on their behalf; (iii) Board Proxy Ballots will be counted to determine a slate of candidates (equal in number to the number of open seats); (iv) each Board Proxy Ballot will be given equal weight; (v) the highest vote getters in the Board Proxy Ballots will be designated for the slate; (vi) any tie will be resolved by a discussion among the Board members who submitted Board Proxy Ballots; (vii) if the tie cannot be resolved through discussion, there will be a coin toss (or, in the case of a tie amongst more than two candidates, multiple coin tosses) to determine which of the tied candidates will be on the slate; (viii) all proxies given to the Board will be cast in favor of the slate.
11. The candidates who secure the most votes will be named to the open positions. For example, if there are two open positions, the two highest vote getters will be named to the Board.
12. In the case where the open positions have varying times in office (as may occur if some open positions are shorter because they are to replace Board members who resigned prior to their terms being finished), the highest vote-getter will get the longest mandate, the second highest vote-getter will get the second longest mandate, etc. For example, if two Board seats are up for election, with one term

being for three years and the other being for two years, the highest vote getter will serve the three-year term and the second-place person will serve for two years.

13. It is possible that candidates could receive the same number of votes, creating a tie. Here are procedures to resolve two such situations, although there may be other tie situations. Those other tie situations will be addressed using approaches analogous to the procedures outlined below:

- a. *Situation 1: it is clear who is named to the Board because those candidates for the open seats received more votes than the other candidates, but as a result of a tie it is not clear which candidate should serve the longer term:* In this case, the candidates, if they wish, may discuss and decide amongst themselves who will serve the longer term. If they choose not to discuss and decide or should they be unable to decide, there will be a coin toss (or, in the case of a tie amongst more than two candidates, multiple coin tosses) to determine which candidate will serve the longer term.
- b. *Situation 2: as a result of a tie, it is unclear who serves on the Board:* This situation might arise because (among other examples) two spots are open but three candidates receive an equal number of votes OR because two spots are open and one candidate gets more votes than any other candidate but there is a tie for second place. In this situation, a runoff between the tied vote-getters only will be held immediately. The winner of the runoff will serve on the Board. If this runoff results in a tie vote, then the candidates will be encouraged to decide amongst themselves who will serve. If they cannot resolve it themselves, there will be a coin toss (or, in the case of a tie amongst more than two candidates, multiple coin tosses), and the winner of the coin toss will serve on the Board.

14. Votes shall be counted by one or more persons (which may include the Resort Director), none of whom may be persons named on the ballot. The President in consultation with the Chairperson of the Governance Committee (and, if necessary, counsel to the Association) shall determine the process for counting the votes and whether any proxies or ballots are invalid. The vote counts will be public but individual ballots will be kept confidential.

P. Hot Water Heaters

1. Maximum age; requirement to replace and remove. The age of the hot water heater for each Unit must not exceed 12 years. Each Owner is responsible for assuring that the hot water heater for its Unit is replaced before reaching the maximum age permitted under this rule and that the replaced hot water heater is removed. The Owner is solely responsible for the cost of such replacement and removal. Proof of replacement of the hot water heater and removal of the old hot water heater should be submitted to the General Manager, including the make, model, serial number, age, and date of installation of the replacement hot water heater. Unless the Association, in its sole discretion, arranges for replacement and removal of hot water heaters and an Owner opts to participate in the replacement program at the Owner's cost, the Owner must make such arrangements on its own. The

- Association's decision to arrange for replacement and removal of hot water heaters on one or more occasions is for the Owners' convenience only and does not obligate the Association to do so on any other occasion or relieve any Owner of the responsibility for assuring its hot water heater complies with the age limitation under this rule.
2. Transition period. As of the time this rule is adopted, the ages of some hot water heaters exceed the maximum permitted age under this rule. The Owner of any Unit with such a hot water heater must replace the hot water heater and remove the old hot water heater on or before December 24, 2023, except that the Board of Directors in its sole discretion may extend the deadline for an Owner if the Owner, after a good faith effort, is unable to meet the deadline due to short-term unavailability of hot water heaters or installers.
 3. Approval of hot water heaters. Prior to replacement of a hot water heater for a Unit, the Owner of the Unit must obtain approval from the General Manager for the hot water heater model and for the vendor installing the hot water heater. The Board may, in its discretion, adopt guidelines from time to time for approval of hot water heaters by the General Manager. Board approval is required if any aspect of a hot water heater installation involves alteration of a Common Element or if any impact from the replacement hot water heater or its installation would otherwise require Board approval under the Declaration, Bylaws, or Administrative Rules and Regulations of the Association.
 4. Liability for failure of a hot water heater. The Owner of a Unit will be responsible to pay for all damage to any Common Element, any Limited Common Element, and any Unit and all costs incurred by the Association resulting from any malfunction of the hot water heater for such Owner's Unit, including (without limitation) leaks, bursting, and any other malfunction. Such damage and costs include (without limitation) property damage, clean-up and other remediation expenses, the cost of replacement water purchased by the Association during any disruption due to the malfunctioning of the hot water heater, and any other damages or costs.

Q. Other Regulations

1. Owners are held responsible for the actions of their children and their guests.
2. No owner or lessee shall engage any employee of the Bridges Resort on any private business which would conflict with the performance of their duties without consent of the Board of Directors or its designee.
3. The Board of Directors or its designees are authorized to enter any unit at any reasonable time in order to accomplish repairs, inspections, etc.
4. The Manager, if one is appointed by the Board of Directors, may adopt internal business operations and procedures.
5. Any consent or approval given under these rules by the Board of Directors or its designee shall be revocable at any time following a 14-day notice period.

6. The procedure for handling complaints is as follows: A complaint may be made to the Bridges Manager, either verbally or in writing. If the owner does not receive satisfaction from the Manager, or if no Manager has then been retained by the Board of Directors, they should put their complaint in writing and forward it to the Board of Directors for discussion at the next scheduled meeting of the Board of Directors. If the Board of Directors feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board of Directors and/or Manager of the action taken.
7. Appendix 3 shows the current collection procedures for delinquent homeowners. This rule may be modified from time to time.

Appendix 1: Rules and Best Practices for Bridges Board of Directors, Officers and Committees

A. Roles

1. President

In addition to the duties detailed in Section 4.4 of the Bylaws, it should be noted that the President is the unique supervisor of the General Manager, giving the General Manager direction. The President—usually with the assistance of his or her predecessor—will perform an annual review of the General Manager’s performance and compensation package.

2. Vice-President and Chief Compliance Officer

In addition to the duties detailed in Section 4.5 of the Bylaws, and any other functions the President may request, the Vice-President is in charge of non-financial compliance. This includes the following annual reports to the Board:

- Reporting to the Board the status of our employee (HR) and Operations Manuals.
- Arranging an annual review of insurance during a Board Meeting which may include, as appropriate or as necessary, a discussion with a representative of our primary insurance company.

3. Secretary

The Secretary’s duties are detailed in Section 4.6 of the Bylaws.

4. Treasurer:

In addition to the duties detailed in Section 4.7 of the Bylaws, and any other functions the President may request, the Treasurer:

- shall chair the Finance Committee, as detailed below.
- is responsible for maintaining a 10-year capital plan.
- must arrange a meeting with the Auditors during a Board Meeting once the Auditors’ report is ready. This meeting will include review both the audit findings as well as (during executive session, if appropriate) the Auditors’ concerns regarding our management practices.

5. Ombudsperson

The President has the option – but not the obligation – to name a Board member as Ombudsperson as detailed below.

From time to time Unit owners may disagree with or be dissatisfied by decisions taken by the General Manager or the President. The Ombudsperson’s role is to listen to owners to hear their concerns and see if they can work towards resolution.

Recommended practices

It is a recommended practice that the Immediate Past President be available to the President for advice and consultation so as to provide continuity for the Board.

It is also recommended that candidates for the President role will have served as an Officer (President, Vice President, Treasurer or Secretary) for at least 12 months in order to gain a strong understanding of how the Board functions.

B. Guiding Principles

1. The 2018-2019 Board established the following aspirational statement for the Association:

The Bridges Resort should aspire to be (1) a vibrant community; (2) with healthy financials and infrastructure; and (3) an attractive value proposition for current and prospective Unit owners.

These principles are stated in order to help future Boards provide continuity in our decision-making.

2. The Board, each Board member and each Officer will fulfill its/his/her/their responsibilities with the understanding that it/he/she/they represent(s) and protect(s) the interests of the Association and the Unit owners as a whole. While the concerns of individual owners are important for the wellbeing of the Association and for progress towards fulfillment of the Association's aspirational goals, no individual Unit or owner is entitled to receive consideration to the exclusion of other Units and owners.

C. Board Meetings

As best practices, during the Board meeting immediately following elections at the May or early June Unit owner meeting, the Board will schedule the owner meeting to be held in September of the same year, the owner meeting to be held in May or early June of the immediately following year, and no fewer than five Board meetings to be held during the period up to and including the date of the next May or early June homeowners' meeting (except that, as provided below, the budget preparation meeting will be scheduled at the convenience of the Finance Committee). The required Board meetings will include at least the following:

- a meeting in September at which, among other Board business, the VP will update the Board on the status of our insurance coverage; the meeting may (but is not required to) include discussion with a representative of the Association's primary insurance company.
- a meeting devoted entirely to budget preparation to be scheduled at the convenience of the Finance Committee;
- a meeting in December, coinciding with the December owner meeting at which the budget will be voted on by owners;

- a meeting in March at which, among other Board business, the VP will update the Board on the status of the Association's Employee and Operations manuals;
- a meeting in May or early June, coinciding with the May or early June owner meeting at which elections for open Board positions will be held;

The Board will also meet with the auditors at the first Board meeting after the audit is complete (ideally the March meeting). The meeting with the auditors will include a discussion of the auditors' recommendations (if any) regarding management, such discussion to be held in executive session at which management is not present.

D. Committees

Committees act as advisory bodies to the Board and the General Manager and not as decision-making bodies. Decision-making authority rests with the Board, the President, the General Manager, or the Association, as provided for in the Association's Declaration and Bylaws and these Administrative Rules. Committees have no authority to bind the Association.

There are three standing committees that are required for the Board to function:

1. Finance Committee

The Finance Committee will consist of the President and the Treasurer, who will act as Chair. They have the option but not the obligation of naming one or more additional members, each of whom shall be either (i) a current Board member or (ii) a former Board President or Treasurer or (iii) an owner with the professional background and experience to provide a strong value added. The Finance Committee will work with the General Manager to prepare the annual budget.

In so doing, the President and the Treasurer are the only members of the Board who have access to employee salary information. Any other member of the Finance Committee will only have access to such information with Board approval.

2. Governance Committee

The Governance Committee will consist of a Board member as Chair, with the option of naming a non-Board member as co-Chair. The President is a defacto member of this committee. This committee is responsible for:

- Reviewing our governance documents and current practice to make sure they are consistent, and advising the President that change needs to be made.
- Advising whether proposed changes to administrative rules or Association practices are consistent with the Association's Declaration and Bylaws.
- Making sure the Board receives ongoing training.

3. Infrastructure Committee

The Infrastructure Committee will consist of a Board member as Chair and two to three additional members, preferably with expertise or significant experience in construction, building supplies, management of major development projects, and/or related industries. This committee will be responsible for:

- Reviewing the state of infrastructure of Common Elements and Limited Common Elements.
- Reviewing aspects of individual Unit infrastructure changes that may impact Common Elements, Limited Common Elements, or other Units.
- Recommending changes/upgrades/maintenance to infrastructure to the Board and homeowners.
- Assisting the finance committee in assessing funding needs for capital projects.
- Assisting the Board and the General Manager in locating vendors and contractors for infrastructure related projects and obtaining bids for infrastructure related projects.
- Making recommendations to the Board on vendors, contractors and project plans for infrastructure related projects.
- Assisting the General Manager in overseeing infrastructure related projects.
- Working with the General Manager to review and approve payment requests made on behalf of contractors.

Other committees may be formed and can play an important role to help ensure the efficient operations of Bridges Resort, and as such have the General Manager as an active member. Each of these committees:

- is created by the President after consultation with the General Manager;
- has a Board member as Chair in order to provide a liaison to the Board, but the President, after consultation with the General Manager, can appoint a non-Board member as a co-Chair;
- must articulate specific goals to be accomplished in each fiscal year in order to be created and continued;
- should be relatively small in order to be productive; and
- should follow a formal process to choose members.

Appendix 2: Approved rental agencies for short-term rentals

AirBnB
Evolve
Homeaway/VRBO
Vacasa
Sugarbush Real Estate
Sugarbush Village Condominiums
Downstream Enterprises

Appendix 3: Collection Rules

THE BRIDGES OWNERS' ASSOCIATION, INC. PROCEDURE FOR COLLECTING DELINQUENT ASSESSMENTS

The purpose of this procedure is to establish a uniform method for the collection of delinquent assessments levied against members of the Association in a way that adheres to both Vermont law and the Bylaws of the Association.

1. Assessment Roll. The Treasurer or Manager, if any, shall maintain an assessment roll to include a separate account for each unit that designates the name of each unit owner, all unpaid assessments, and any additional charges as provided in the bylaws and pursuant to 27A V.S.A. §3-116.
2. Initial Notice. The Treasurer or Manager, if any, shall send an initial collection letter to each unit owner who is at least thirty (30) days delinquent. The initial collection letter shall include an accounting of all overdue amounts along with a statement of such amounts must be paid within thirty (30) days from the letter date.
3. Second Notice. If any amounts remain unpaid after sixty (60) days, then the Board of Directors shall send a second collection notice to the unit owner requesting immediate payment and stating that the account will be turned over to a lawyer for collection if the balance is not paid within ten (10) days of the letter date.
4. Referral for Collection. If any amounts remain unpaid after completion of the steps outlined above, The Treasurer or Manager, if any, shall, at the owner's expense, turn over all delinquent accounts to a lawyer for collection. The lawyer will send a collection letter requesting immediate payment of the total amount due. In the event that immediate payment is not made, a proposed payment plan must be submitted and agreed upon no later than thirty (30) days from the date of the lawyer's collection letter. The collection letter will be sent to the record owners of the unit and any lienholders whose interest in the unit might be affected by a collection case.
5. Foreclosure Action. If payment has not been made or a payment plan has not been entered into within ninety (90) days of the account becoming past due, the Board of Directors may consider initiating a foreclosure action by the Association against the delinquent unit owner. The Association may not commence a foreclosure action unless the Board votes to approve commencement of the action specifically against that unit. If the Board votes to commence a foreclosure action, then the Treasurer or Manager, if any, will notify the lawyer of the affirmative vote and the lawyer will proceed with the action.
6. Information Requests. At all times during the collection process, the Association, upon request, shall furnish to a unit owner a statement of the amount of unpaid assessments against that unit within ten (10) business days after receipt of the request.
7. Board Discretion. The Board may modify the timeline above as deemed necessary based on circumstances surrounding a particular unit account. Specifically, The Board does not have a duty to take the actions set forth above and the Board may decide not to take action in a particular case if the Board determines: (1) that the Association's legal position does not justify taking action; (2) that it is not in the Association best

interest to take action at a particular time; or (3) for such other reason as provided in Title 27-A V.S.A.

Appendix 4: Current Recreation Center Rules

**BRIDGES RESORT AND TENNIS CLUB
RULES & REGULATIONS**

Bridges Resort and Tennis Club, a privately-owned recreational establishment, is pleased to provide a facility and programs for owners, lodging guests and members to enjoy. We take pride in offering clean, modern and friendly amenities. We welcome any suggestions or comments regarding our service and ask that, as an owner, guest or member of Bridges Resort, you respect the facility as well as all rules and regulations as presented below. These rules are subject to change by the Bridges Resort Board of Directors.

General Usage:

Prohibited:

- Alcoholic beverages brought in or around Bridges Resort's recreation center.
- Glass beverage containers in the pool areas, saunas, hot tub, courts or fitness room, gym.
- Food in the saunas, hot tub, swimming pools, courts, gym or fitness room.
- Smoking within the recreation center.
- Pets on Bridges Resort Recreation Center facility, including swimming pools or tennis court areas.

All children 16 years and under **MUST** be accompanied by a parent or under adult supervision at all times.

Observe posted speed limits at all times.

Do not park on grass.

Proper attire will be required at all times, specifically in the following areas:

Tennis courts: Tennis attire preferred. No cut-offs, bathing suits, running shoes or hard sole shoes at any time.

Swimming Pools/Sauna/Hot Tub: Swim attire is to be worn and restricted to these areas at all times. No nude bathing; this includes infants and children while utilizing swimming pools. Individuals who are not toilet trained must wear appropriate undergarments to inhibit any unwanted accidents in the pool or hot tub.

Fitness Studio & Gym: Proper attire and athletic footwear must be worn; no bare feet, unless required or permitted by fitness instructor. Shirts must be worn at

all times. Shoes worn outside should not be worn in the fitness room, especially during inclement weather. Wet clothing and bathing suits are not permitted in the Fitness Studio or the Gym.

General Registration: All owners, lodging guests, club members and visitors are required to check in at the Front Desk when using the Recreation Center facilities. Members must present their membership cards to the Front Desk. The Bridges front desk is not responsible for holding membership cards on file. Please keep them with you at all times. If your card is lost, Bridges Resort will replace it for a \$5 fee.

Registration for Courts, Lessons, Clinics and Other Programs: All owners, lodging guests, members and their guests must check in at the Front Desk/Sports Desk prior to entry. This insures that the proper court and/or program assignment be charged appropriately

Health & Safety Policy: Bridges Resort limits the number of people permitted in our pools, saunas, hot tub, and fitness room. Health and safety laws make this a necessity and therefore controls on limiting usage are essential.

Court Time Reservation Policy: Reservations are based on availability. *Court demand may limit maximum use to one session per day.* Reservations will be limited to one hour for singles and one and one-half hours for doubles. Additional court time will be on an availability basis and at the discretion of the front desk/sports desk personnel. When reserving a court, you may only reserve for your party. All players must check in at the Front Desk/Sports Desk prior to play in order to allocate billing and receive court/instructor assignment. Court assignments will not be given in advance.

There is a limit of one active reservation per unit at any time. Owners may reserve a court in advance. Members and Guests may reserve a court 1 day in advance. Reservation times are 1 hour for singles and 1.5 hours for doubles. There can be no multiple bookings for a unit (no exceptions). This policy will ensure fair and equitable access to court time. As soon as a court reservation has expired then that unit is allowed to make another reservation. All reservations are to be directed to the Front Desk Receptionist/Sports Desk. The Director of Tennis has ultimate discretion in regards to any issue(s) that may arise.

Please cancel court times at least 4 hours in advance on the day of play, to allow for re-booking. Court fees will be charged for cancellations of less than four hours notice if the time cannot be re-booked.

Lessons must be canceled 24-hours in advance. Failure to cancel 24-hours in advance will warrant an automatic charge for the lesson.

In the event of inclement weather, private or group lessons and clinics shall have priority on both indoor courts. Depending on the season, holders of outdoor reservations shall have priority in reserving indoor time on a first come, first serve basis.

Court Fees: Owner/ Guest/Member: Outdoor/Indoor: no charge
 Visitor: Indoor: \$60 plus tax per hour
 Outdoor: \$40 plus tax per hour

- Owners may reserve up to one court in advance.
- Members may reserve one court one day in advance (1 Day).
- Guests must attend with an owner or member that book the court.

Guests: Members must be present with their guest(s). The Bridges reserves the right to limit the number of guests that members may have at any one time. Each full year membership receives 4 free guest passes to use at the member’s discretion. Further guest passes may be purchased.

Non-Owner/Non-Member Daily Facility Fees:

	Adult	Junior	2 years & under
	\$17+tax	\$14+tax	Free
Groups:	(Please call for information)		

Saunas/Locker Rooms: Use of the saunas is recommended for adults only. We suggest a maximum time of use of 15 minutes. Longer periods may result in medical complications. These are dry saunas, **adding water to stones is strictly prohibited**. Do not sit on or put wet clothing on the heating element. This could cause the elements to burn out. Do not put wet clothing or footwear in lockers.

Hot Tub: Use of the hot tub is recommended for adults only and is limited to eight persons. Unsupervised use by children is prohibited. Please be aware of the health risks that can result from prolonged use.

- Shower before entering the hot tub to remove oil, lotion and makeup.
- Use of hot tub is at the user’s risk.
- Observe Reasonable time limits (10-15 minutes).
- Do not use if water temperature exceeds 104°
- No running, unnecessary noise, horseplay or other dangerous activity.
- No toys or flotation devices
- No jumping or diving into hot tub.
- Do not use hot tub alone.
- Children under 16 permitted in hot tub only with adult present at or in the hot tub. Children should not stay in the hot tub more than 5 minutes at a time.
- Absolutely **NO** alcoholic beverages are allowed in this area at any time.
- No food, drink or breakable objects in hot tub area.

Swimming Pools:

All use of swimming pools by owners, members, renters and those holding a day pass will comply with the following rules:

Indoor Pool

- Individuals must be 16 or older to swim unsupervised. Supervisors of children under 16 must be 18 or older.
- The adult supervising must remain in the pool area and be actively supervising the children.
- Shower before entering the pool.
- No running, dangerous or boisterous conduct is allowed at any time.
- No Diving.
- Each individual and every adult responsible for minors will assume all personal risks and responsibilities while swimming. There is no lifeguard on duty.
- No food or drink in the indoor pool area. No glass is permitted.
- No alcoholic beverages allowed in pool area.
- No flotation devices, balls or face masks with the exception of equipment used for swimming lessons and water fitness classes.
- All patrons will be considerate of those swimming laps. Please make way for them and leave a lane open.
- All children who are not potty-trained must wear appropriate swim diapers.

Outdoor Swimming Pools

All use of swimming pools by owners, members, renters and those holding a day pass will comply with the following rules:

- Individuals must be over 16 or older to swim unsupervised. Supervisors of children 16 and under must be 18 or older.
- The adult supervising must remain in the pool area and be actively supervising the children
- Shower before entering the pool.
- No running, dangerous or boisterous conduct is allowed at any time.
- The diving board will be open when a lifeguard is present. No diving at any other time.
- Each individual and every adult responsible for minors will assume all personal risks and responsibilities while swimming when lifeguards are not on duty.
- No food or drink in the indoor pool area. No glass is permitted.
- No alcoholic beverages allowed in pool area.
- No flotation devices, balls or face masks with the exception of equipment used for swimming lessons and water fitness classes.
- All patrons will be considerate of those swimming laps. Please make way for them and leave a lane open.
- All children who are not potty-trained must wear appropriate swim diapers.
- Shaded areas are on a first come, first served basis.
- Food may be consumed at table areas only. No glass or alcoholic beverages permitted at any time.
- Animals are not permitted inside the fenced area of the swimming pools.

Gym and Fitness Studio Use

All use of the Gym and Fitness Studio by owners, members, renters and those holding a day pass will comply with the following rules:

- Only individuals over 16 years are allowed in the Gym or in the Fitness Studio. This is a safety issue and must be strictly adhered to.
- Please be considerate of others in the gym by using only one piece of equipment at a time and limit time on each to 30 minutes during busy times.
- Patrons must re-rack all equipment after use for the safety of others.
- Only clean sports shoes are allowed in the Gym and Fitness Studio. Collected dirt, clay and water in machines can damage moving parts and render them inoperable.
- No food, alcohol or glass bottles allowed in Gym.
- Proper attire is required. No wet bathing suits allowed.
- Patrons are required to wipe down equipment after each use to remove sweat and for community health reasons.

Recreation Common Areas

All use of the common areas (tennis observation area, game room, lobby) by owners, members, renters and those holding a day pass will comply with the following rules:

- Children under 16 will be supervised at all times.
- No food or drink in these areas.
- Patrons will clean up after themselves.
- No animals allowed unless certified service animals.
- No horseplay, loud noise or running permitted.

Facility Rentals

All rentals are in four-hour blocks. Set up for your event begins at the start time of the 4-hour block. No pre-setup allowed. Events must comply with the following guidelines:

- Children under 16 years of age must be supervised by an adult at all times.
- Set up is the responsibility of the renter. Fitness Studio rentals will have vinyl floor protection set up by Bridges staff.
- All outside food is the responsibility of the renter to provide, set up, serve and clean up.
- There is no kitchen or refrigerator use. Coolers and mini-refrigerators may be brought in by the renter.
- A credit card must be on file at the front desk before the event in case there is damage beyond normal wear and tear.
- The renter is responsible for the conduct of their guest during the event.
- Alcohol is the responsibility of the renter. Renters must comply with Vermont serve safe and liquor laws. It is prohibited to serve any alcohol to anyone under 21 years of age.
- All alcohol must remain in the café.
- If renter's guests wish to use the pool or gym, they may purchase a day pass for 50% off the published rate.

Treatment of Staff and Employees

While using the recreation facility, treatment of staff and Bridges employees will be respectful and compliant with Vermont employment law in all aspects such as:

- Sexual Harassment
- Bullying
- Sexual Assault
- Equal Opportunities
- Common Courtesy and respect to all

*All issues will be brought to and resolved by management and the president of the Board of Directors for the Bridges Homeowners Association.

Hours of Operation (Subject to change without notice):

Recreation Center:

	September 1- June 30	July 1-Aug 31
Monday – Thursday	6:30 a.m. – 8:00 p.m.	6:30 a.m.-8:30 p.m.
Friday & Saturday	7:00 a.m. – 9:00 p.m.	7:30 a.m.-9:30 p.m.
Sunday	7:00 a.m. – 6:00 p.m.	7:30 a.m.-8:30 p.m.

Tennis:	Outdoor	8:00 a.m. – 6:00 p.m. (Upper courts) 9:00 a.m. – 7:00 p.m. (Lower courts)
	Indoor	8:00 a.m. – 8:00 p.m.

Pools: Recreation Center Hours

Hot Tub: Recreation Center Hours

Fitness Room: Recreation Center Hours

Bridges Resort reserves the right to change or update programs and operations of the Recreation Center including but not limiting to the following areas:

Facility/Recreation Center fees: including memberships, tennis courts, lessons, clinics, facility use, etc.

Bridges Resort Rules & Regulations

Recreation Center Health & Safety Regulations

Appendix 5 Owner Code of Conduct Concerning Bridges Staff

1. General Statement of Intent: The Board of Directors desires for Bridges Resort to be an employer of choice in the Mad River Valley with a reputation for having a workplace environment that is positive, supportive and respectful. The Board also recognizes some recent isolated incidents of behavior that could, if not addressed, result in a different environment and have other negative effects for the Association. To minimize the likelihood of that result and to establish a process to address future incidents and allegations that is sensible and fair for all parties involved, the Board is establishing this Code of Conduct (this “Code”).

2. Owner Conduct: All owners are expected to treat Bridges staff (i.e., employees, contractors and consultants) with respect and in a manner that is conducive to a congenial and family-friendly culture at Bridges Resort. The following behaviors are counter to such a culture and may not be engaged in by any owner, even if the owner disagrees with one or more actions, inactions or responses on the part of Bridges staff:
 - treating staff in any manner that is mean, harassing, hostile or abusive;
 - name-calling or profanity directed at staff; and
 - unwanted physical contact with staff.

While the Board encourages congenial behavior among owners, this Code does not address inter-owner conduct or establish any owner rights/remedies with respect to behavior by other owners. The Board will consider a new policy or expansion of this Code to cover inter-owner conduct.

This Code and its procedures are not intended to address owner behavior that an employee in a service business would be expected to handle in the ordinary course of their work.

3. Applicability to Invitees: Each owner is responsible for the conduct of his/her invitees, including family members and guests with respect to this policy.

4. Enforcement Procedures: Any alleged violation of this Code will be addressed in the following manner:
 - a. Any staff member or owner may report an alleged violation of this Code by completing an incident report form that is on file with Resort management and submitting the completed report to the Resort Director and/or Board President as promptly as practicable but in any event within one week following such incident (or such longer period as may be agreed by the

Resort Director or Board President in extenuating circumstances). This report should specify in reasonable detail the facts surrounding the alleged incident, and further be signed and dated. All completed reports will be kept confidential and not be disclosed to any third party other than outside counsel or, in the discretion of the Board President (or, if the President is the subject of the incident report in question, the Director selected under Section 4b to serve as a member of the Committee), other members of the Board and the Committee (as defined below).

- b. Upon receipt of a completed incident report, the Board President will constitute a committee of owners (the “Committee”) to conduct a thorough investigation of the alleged matter. This Committee will consist of three members: the Board President (or, if the President is the subject of the incident report, another Director selected by the majority of the Board), one owner selected by a majority of the Board, and one owner selected by the owner who is the subject of the incident report. This investigation may include, among other actions: (i) interview of the staff member(s) on the receiving end of the alleged incident; (ii) interview of the owner(s) who allegedly engaged in conduct that violates this Code; (iii) interview of any witnesses of the alleged incident; and (iv) review of any relevant email or other written correspondence. All interviews and all meetings and other proceedings of the Committee may be conducted in person or by telephone, video or other conferencing process. Depending upon the nature of any incident report, the Committee may involve outside counsel to assist or lead an investigation. All investigations will be completed as promptly as possible but in any event within sixty (60) days following the date an incident is first reported; provided that the Committee may extend this 60-day investigation period if extenuating circumstances exist.
- c. Upon completion of an investigation, the Committee (in consultation with the Resort Director and/or outside legal counsel) will prepare and render a written decision that contains the following:
 - i. A description of the alleged incident;
 - ii. A description of the investigatory work undertaken and by whom;
 - iii. A finding of fact as to whether the conduct alleged in the incident report actually took place, based upon the investigatory work undertaken;
 - iv. If the Committee determines that the alleged conduct in fact actually took place, a judgment as to whether or not such conduct constituted a violation of this Code; and
 - v. Any enforcement actions to be taken against the owner involved, consistent with the guidelines set forth in this Code.

- d. This written decision will be delivered to each owner involved, with a copy kept on file with Resort management. The Committee may also decide in its sole discretion to share the written decision with one or more members of the Board.
- e. Any owner who is the subject of a written decision rendered by the Committee will have the right to appeal the decision to the full Board of Directors by delivering written notice to the Board within thirty (30) days following receipt of such decision. If the owner fails to timely deliver a notice of appeal, then the written decision and any enforcement action(s) contained in the decision will be final and binding upon the owner.
- f. If the owner timely delivers a notice of appeal, then the Board President (or, if the President is the subject of the incident report in question, the Director selected under Section 4b to serve as a member of the Committee) will schedule a Special Meeting of the Board Directors to occur within thirty (30) days following receipt of such appeal; provided that the President (or such other Director) may extend this 30-day period if extenuating circumstances exist. The purpose of such meeting will be for the full Board of Directors to consider the Committee's written decision and vote to either affirm, vacate or modify such decision. At such meeting, the owner involved will have the absolute right to be present, address the Board, and/or present witnesses to speak on his/her behalf. Similarly, the Board may invite individual owners, staff or third parties who have knowledge of the matter to attend such meeting. The Board will have the right to administer all or any portion of the meeting in executive session to the extent permitted under Vermont law, taking into account the individual preferences of the owner involved.
- g. If the matter is timely appealed to the full Board of Directors for review, then the final vote of the Board of Directors will be final and binding upon such the owner involved. Any Board member that is the subject of the incident report in question will recuse himself/herself from the vote.

5. Enforcement:

- a. Any owner who is finally determined to have violated this Code will be punishable by a monetary fine of up to \$1,000.00 for each individual violation using the guidelines below; provided that the Board may deviate from these guidelines based upon the severity of the underlying conduct, the impact on the staff members involved, any potential legal or criminal

liability presented by the conduct involved. Any fine finally assessed against such owner will appear on the next month's invoice and will be immediately due and payable. Owners are jointly liable for any penalties assessed against their family members or guests.

First offense	Written warning
Second offense	\$100.00
Third Offense	\$250.00
Fourth offense	\$500.00
Fifth offense and each subsequent violation	\$1,000.00

- b. While a monetary fine is the preferred form of enforcement for violations of this Code, the Board may vote (on its own or on the recommendation of the Committee) to enact, additional enforcement measures against the owner involved. These additional measures may include, among other measures: (i) restricting the owner's access to all or part of the Recreation Center; (ii) prohibiting the owner from direct contact with particular Bridges staff; (iii) requiring that any direct contact with particular Bridges staff must be in the presence of one or more witnesses; and (iv) referring any matter to outside counsel and/or law enforcement.
- c. Any owner who is finally determined to have violated this Code will be responsible for reimbursing the Association for all of its reasonable legal or other out-of-pocket costs incurred in connection with the underlying matter in addition to any fines that may be assessed in the manner described above. Such costs may be assessed on an owner's invoice and the Association will have all collection rights and remedies to the same extent as normal assessments.
- d. The Board expressly empowers the President (or, if the President is the subject of the incident report in question, the Director selected under Section 4b to serve as a member of the Committee) and Resort Director to take any appropriate action in furtherance of enforcing any binding decision taken in furtherance of this Code. This includes, among other actions, the commencement of legal proceedings against an owner to collect any amounts due under this Code, and/or placing a lien on the owner's unit with respect to any unpaid amounts.

Appendix 6
Policy on Shared Responsibility and Individual Responsibility for Bridges
Structural Items

1. Introduction

- (a) The Bridges is establishing this policy to identify which structural items are the responsibility of the Association (“shared responsibility”) and which are the responsibility each homeowner separately (“individual responsibility”). The policy is intended to provide as much specificity as possible to guide the Board and homeowners while also allowing flexibility to address changing circumstances.
- (b) This policy addresses only structural items and does not (and is not intended to) address services, except those services explicitly referenced in the policy.
- (c) This policy is adopted consistent with Vermont law, and is intended to supplement the Association’s Declaration and Bylaws. The general approach under Vermont law and the Declaration and Bylaws is for the Association to be responsible for the repair, maintenance and replacement of common elements and each homeowner to be responsible for the repair, maintenance and replacement of his/her individual unit, but both Vermont law and the Declaration allow for variation. Vermont law allows variation based on the Declaration. Our Declaration gives the Board flexibility to assign homeowners the responsibility for repairing and maintaining limited common elements and to assign the Association responsibility for repairing, maintaining, and replacing elements inside of units in certain circumstances.

2. Acknowledgment of Key Principles. This policy is adopted with following principles in mind.

- (a) Costs paid for by the Association as shared responsibility are funded by all homeowners through assessments, in accordance with the allocated interests assigned to each unit as described in the Association’s Declaration. Each homeowner either has 100% responsibility for the cost associated with a type of structural item affecting his/her unit only, is responsible for a portion of the cost of a structural item shared by a subset of all units (with the portions of homeowners in the subset totaling 100%), or is responsible for his/her allocated percentage of the cost of that structural item for each of the 100 units at the Bridges.
- (b) The term “shared responsibility” is used in this policy to emphasize that the key issue is a determination as to when it is in the best interest of the homeowners as a whole to manage a structural item on a collective basis rather than having each homeowner manage the item on his/her own. For purposes of this policy, if a structural item is shared by a subset of all units and the homeowners for those units

- are allocated cost responsibility for the item, that is considered to be an individual responsibility that is split amongst the relevant homeowners and is not considered to be a shared responsibility for the Association as a whole.
- (c) Although the wellbeing of homeowners is an important factor in Association decisions, one homeowner's individual priorities do not dictate the Association's decisions. Community/condo living is inherently a tradeoff between the advantages of collective management and a homeowner's preference for autonomy.
 - (d) The question of cost allocation is integrally connected to the Bridges infrastructure needs and goals and its priorities as a community. Identifying an item as a shared responsibility does not mean the Association addresses every concern or homeowner request with respect to the item immediately or, indeed, addresses it at all – that will depend upon the nature of the concern or request and the finances and priorities at the time.
 - (e) This policy is part of the Administrative Rules of the association and subject to the following guiding principles under those Rules:
 - (i) *The Bridges Resort should aspire to be (1) a vibrant community; (2) with healthy financials and infrastructure; and (3) an attractive value proposition for current and prospective Unit owners.*
 - (ii) *The Board, each Board member and each Officer will fulfill its/his/her/their responsibilities with the understanding that it/he/she/they represent(s) and protect(s) the interests of the Association and the Unit owners as a whole. While the concerns of individual owners are important for the wellbeing of the Association and for progress towards fulfillment of the Association's aspirational goals, no individual Unit or owner is entitled to receive consideration to the exclusion of other Units and owners.*
 - (f) With the exception of the limited phase-in described in this policy, the policy is forward looking. Outside this specific exception, comparisons with past handling of an issue will not be relevant.

3. Items of shared responsibility

- (a) Subject to the exceptions identified in this policy:

- (i) Common Elements (as defined in the Amended and Restated Declaration of Condominium) that are not Limited Common Elements (as defined in the Amended and Restated Declaration of Condominium) are shared responsibility. (Such Common Elements are referred to in this policy as “Fully Common Elements.”) Fully Common Elements include, without limitation, the recreation center, the parking lots and roadway inside Bridges property, the grounds, the trees and other vegetation on the grounds, the firepits, the water system (up to the entry point into the foundation of a building containing units), the septic system (up to the entry point into the foundation of a building containing units), and the pool in the upper phase. Items that become Fully Common Elements after the commencement of this policy (whether because they are new structures or because they have been converted from Limited Common Elements to Fully Common Elements) are shared responsibility.
 - (ii) The following Limited Common Elements, whether used by only one unit or by multiple units, are shared responsibility: roofs, exterior walls, bridges, walkways, exterior stairways connected to bridges and walkways, exterior of chimneys, electrical wiring that runs from the meter in the direction away from the unit, and gas lines to the extent the part of the line in question is outside the entry point to the foundation of a building containing units.
 - (iii) Plumbing items, to the extent they are outside the entry point to the foundation of a building, are shared responsibility.
 - (iv) Structural aspects of decks (including plexiglass coverings over decks) are shared responsibility.
- (b) No owner may install, modify or repair an item of shared responsibility without prior Board approval.
 - (c) Reimbursement to a homeowner from Association funds for an approved installation, modification or repair will be only up to the amount approved by the Board. Absent prior Board approval, a homeowner will not be entitled to reimbursement from Association funds for an installation, modification or repair of an item of shared responsibility.
4. Items of individual responsibility
- (a) Subject to the exceptions specified in this policy:

- (i) The following Limited Common Elements that are for the exclusive use of an individual unit are individual responsibility, subject to such appearance, safety and other standards as the Board determines from time to time and notifies to homeowners (except that projects approved prior to the notification may be grandfathered): windows, sliders, doors, skylights, and entryways. Board approval is required prior to insertion, replacement or modification of any such item (other than routine maintenance that does not change the appearance, style, or character of the item).
- (ii) Items (including, without limitation, plumbing items) that are completely within the boundaries of a unit, serving only that unit, and not Limited Common Elements are individual responsibility. Plumbing items are subject to the paragraph below regarding material changes in plumbing design.
- (iii) Items (including, without limitation, plumbing items) that are completely within the boundaries of a unit, not serving that unit but serving only another unit, and not Limited Common Elements are individual responsibility of the unit being served. Plumbing items are subject to the paragraph below regarding material changes in plumbing design.
- (iv) Items (including, without limitation, plumbing items) that are completely within the boundaries of a unit, serving that unit and other units in the same stack, are individual responsibility split amongst the units in the stack. Plumbing items are subject to the paragraph below regarding material changes in plumbing design.
- (v) Plumbing items, to the extent they are inside the entry point to the foundation of a building containing units but not within the boundaries of a unit are individual responsibility, split amongst the units in the stack, subject to the paragraph below regarding material changes in plumbing design.
- (vi) Cleaning of plumbing pipes is individual responsibility. A homeowner may request that the Association arrange for cleaning of plumbing pipes associated with his/her unit. The cost of any such cleaning will be assessed against the units sharing the use of such plumbing pipes (with assessments against multiple units being split equally among such units).
- (vii) Fireplace inserts, fireboxes, flues and interiors of chimneys are individual responsibility, as provided in the Administrative Rules of the Association. The current version of the relevant Administrative Rule is repeated in

Supplement I to this policy, provided that any update to such Administrative Rule will automatically supersede Supplement I.

- (viii) Dryer vents are individual responsibility, provided that the Association may (but is not required to) arrange for inspection, cleaning and repair of dryer vents, with the cost of any such inspection and repair being assessed against the unit or units to which the dryer vent is associated (with assessments against multiple units being split equally among such units).
 - (ix) Electrical wiring associated with an individual unit are individual responsibility to the extent such wiring or lines are internal to a unit or external to a unit but run between the unit and the meter. Gas lines associated with an individual unit are individual responsibility to the extent the part of the line in question is inside the entry point to the foundation of the building containing that unit.
 - (x) All items within the boundaries of a unit are individual responsibility unless specifically identified in this policy as shared responsibility.
- (b) Material changes in plumbing designs require prior Board approval. “Material changes” include relocation of plumbing fixtures and addition or replacement of fixtures or appliances that would put additional load on the water or septic system or otherwise result in greater maintenance of either system.

5. Exceptions

- (a) If an item of individual responsibility for a homeowner (the “Identified Homeowner”) causes damage to an item of shared responsibility or another homeowner’s item of individual responsibility (whether the damage was due to the Identified Homeowner’s or his/her guest’s or renter’s negligence, willful failure or otherwise), then the cost of repairing the damage will be the responsibility of the Identified Homeowner. However, the Association will share in the cost of repair to the extent the damage is also caused by an item of shared responsibility. The Association is not required to step into any dispute between individual homeowners regarding damage caused by one homeowner’s item of individual responsibility to another homeowner’s unit. The Association will provide contact details to relevant homeowners in such cases so they can communicate directly.
- (b) If an item that would otherwise be shared responsibility is installed, repaired or modified by a homeowner, the maintenance and repair of such item is thereafter individual responsibility, unless the Board has approved the repair or modification and agreed in writing to retain the item as a shared responsibility. The Association

- will maintain a record of items that would otherwise be shared responsibility but have become items of individual responsibility. The Association may (but is not required to) record such responsibility in the land records or include such responsibility on the resale certificate to the buyer of the affected unit.
- (c) The identification of items as being a shared responsibility is a general statement of intent, but is in each instance subject to the Association's reserved rights under Section 10.3 of the Declaration. The Board may, consistent with the Association's governance documents, require a homeowner to repair or replace items of individual responsibility and/or may arrange for such repair or replacement with the cost being assessed against the homeowner; specifically, without limitation, the Board has the right to assess costs arising from a unit owner's misconduct or negligence against the unit owner solely.

6. Determinations under the Policy

- (a) Any question as to whether an item is shared responsibility or individual responsibility will be resolved by the Board.
- (b) From time to time, an item specified as shared responsibility may be redesignated by the Board to be individual responsibility or vice versa, after giving homeowners a 30 day period for comments, as required under the Association's Bylaws for administrative rules.
- (c) Any determination as to whether a problem in a unit or in common areas results from an item of shared responsibility or an item of individual responsibility or both will be made by the Board, based on such information as the Board deems appropriate.
- (d) Only the Board, and not management, can decide on expenditures for items of shared responsibility, provided that the Board may (but is not required to) authorize management to approve expenditures within parameters set by the Board.
- (e) A homeowner may request repair or maintenance of an item of shared responsibility. Any such request should be made to the Board in writing, identifying the item, the requested maintenance or repair and the reason for the request. The homeowner must provide information or documents specified by the Board in connection with the homeowner's request before the Board will make a decision regarding the request.
- (f) The decision whether to repair, replace or otherwise address an item of shared responsibility will be made by the Board on a case by case basis depending upon the facts and circumstances at the time (including, without limitation, information

provided by a requesting homeowner, information gathered by the Board independently, Association finances, Association priorities, risks to homeowners as a whole and risks to the requesting homeowner). Identifying an item as shared responsibility or determining that a problem is caused by an item of shared responsibility does not automatically and immediately impose on the Board the obligation to repair or otherwise address the item or the problem.

7. Homeowner Requests and Communications

Requests and other communications from homeowners regarding determinations or other issues under this policy should be made to the President of the Association. Such requests and communications will be communicated by the President to the Board and considered by the Board at such time and in such manner as the President and the Board deem appropriate in light of the overall circumstances of the Association at the time.

8. Phase in of the Policy

The policy is effective immediately, provided that the Board may decide to consider a phase in period with respect to certain items. The Board is not obligated to do so, and the Board may require documents and other written evidence in support a request for phase in of the policy for a particular item. It is expected that the decision to phase in the policy with respect to particular items will be made on an extremely limited basis, if at all.

Supplement I

Chimneys and Fireplaces contain the following elements:

- f. Inserts are optional devices for burning wood, but are a necessary device for burning gas. Inserts are individually owned, and homeowners are responsible for their maintenance, repair and replacement at their cost and expense.
- g. Fireboxes house the inserts but can also host a wood-burning fire. Fireboxes are individually owned, and homeowners are responsible for their upkeep and maintenance, repair and replacement at their cost and expense.
- h. Flues connect the fireboxes to the outside, venting the combustion gases. Flues are limited common elements allocated to the unit that they serve. The current policy at Bridges Resort is that the responsibility for and the cost of their ongoing maintenance, repair and replacement are the responsibility of the homeowner, but that the Association will arrange for their periodic inspection to determine compliance with applicable codes and regulations, and will arrange for any work necessary to bring them into compliance with applicable codes and regulations following inspection, all at the homeowner's cost and expense.
- i. Chimneys may contain one or multiple flues. Chimneys are limited common elements. The current policy at Bridges Resort is that the responsibility for and the cost of their ongoing maintenance, repair and replacement are the shared responsibility of the owners of the units that they serve, but that the Association will arrange for their periodic cleaning and inspection to determine compliance with applicable codes and regulations, and will arrange for any work necessary to bring them into compliance with applicable codes and regulations following inspection, all at the homeowners' cost and expense.
- j. Bridges Resort management will be scheduling regular chimney, flue and fireplace inspections to determine compliance with applicable codes and regulations which will be an individual homeowner expense, as the costs for these inspections are not the same for gas and for wood burning fireplaces.