

# Homeowners' Association of Mountain Run

## RULES & REGULATIONS

(effective date: May 20, 2024)

### **1. APPLICATION AND AUTHORITY**

1.1 *Purpose.* These rule and regulations (“Rules”) have been established to ensure the maximum enjoyment of the neighborhood of all Residents, protect the investment of the Homeowner and make the neighborhood, as a whole, a place where Owners take pride in the property that they own.

1.2 *Authority.* These Rules have been approved by the Board of Directors in accordance with the Virginia Property Owners Association Act set forth in the 1950 Code of Virginia, as amended, Section 55.1-1801 through 55.1-1836, as amended from time to time. Owners and Occupants (including Renters/Tenants via the Owners) will be held responsible for knowing and complying with, the provisions contained in Protective Covenants and Bylaws as well as the Rules and Regulations.

1.3 *Inclusion of CCRs.* These rules are intended to supplement the Association’s Protective Covenants of Conditions, Covenants and Restrictions (“CCRs”). The contents of the Protective Covenants are incorporated herein by reference.

1.4 *Publication.* A copy of the Rules shall be provided to or sent to all Owners at their last known address. Owners are responsible for providing a copy to Renter/Tenants.

1.5 *Universal Application.* All Owners, Renter/Tenants, Guests and Pets are subject to these Rules. It is the responsibility of the Owner(s) to notify Renter(s)/Tenant(s) and Guest(s) of these Rules, and the Owner shall be held responsible by the Board of Directors for actions of the Residents/Guests in violation of these Rules.

1.6 *Conflicts.* In the event that these Rules conflict with the Protective Covenants, the Board of Directors shall vote and decide what governing document supersede. However, in the event there is a tie or if the Board of Directors are unavailable after giving thirty (30) day notice to respond, the provision(s) set forth in the Governing Document shall control as a last result.

### **2. GENERAL RULES**

2.1 *Parking and Vehicular Restrictions.* Unless otherwise authorized by the Board in writing, the parking areas may not be used for any purpose other than parking automobiles, passenger vans, SUV’s and non-commercial light (3/4 ton or less) pickup trucks. No parking on the lawns shall be permitted. In addition, no commercial vehicles, trucks, recreational vehicles, motorcycles, trailers, campers or boats nor any vehicles weighing over 6,000 pounds may be parked in any parking areas or on the exterior of a residence except in such areas and at such times specifically designated for such parking by the Board or unless maintained within an enclosed garage so that such vehicles are not visible from the street or from adjacent property. No trailer shall be parked for more than twelve (12) hours in any one seven (7) day period on any Lot unless same is kept in enclosed garage or in a real driveway area so as not to be visible from the street or unless appropriate screening is provided. All vehicles must have current license plates, current inspection stickers and current county tags. Antique vehicles in good condition are excluded and may be parked with the Lot. No vehicles shall be parked on the property with “For Sale” signs attached. All such vehicles will be towed at the Lot Owner’s sole risk and expense should they remain after an initial notice of Property Management or for any period longer than 48 hours. Lot Owner agrees to indemnify and hold Association and Managing Agent harmless from any cost or expense incurred in enforcing the provisions of this paragraph.

- (1) All Lot Owners shall observe and abide by all state and local parking and traffic regulations and all those duly adopted by the Association. Vehicles parked in violation of any such regulations may be towed away at the Lot Owner’s sole risk and expense.
- (2) If any vehicle owned or operated by a Lot Owner or any Tenants shall be parked in violation of

these Rules and Regulations or abandoned on the property, the Association shall be held harmless by such Lot Owner and/or Tenant for any and all legal damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances and hereby expressly waived. The Lot Owner shall indemnify the Association against any liability which may impose in the Association as a result of parking or abandonment of the Lot Owner's vehicle and any consequences thereof. For purposes of this Section, a vehicle shall be considered "abandoned" if it is put up on blocks or covered with a tarp and remains on blocks or so covered for seven (7) or more consecutive days.

- (3) All vehicles shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or appearance. No junk or derelict vehicle shall be kept upon any of the common area. Vehicle and vehicle contents parked on the common area are at the sole risk of the owner(s) hereof. The Association, Managing Agent and Declarant assume no responsibility or liability for damage to or theft of vehicles or loss or theft of vehicle contents.
- (4) Major repairs of any motor vehicle which shall cause the vehicle to remain inoperable overnight are prohibited upon any portion of the Properties. Privately owned vehicles may be repaired and stored within enclosed structures.
- (5) All on-street parking of motor vehicles is prohibited except for motor vehicles of temporary, non-resident, invited guests or contractors.

2.2 *Motor Bikes, All Terrain Vehicles and Golf Carts.* No motor bikes, or all-terrain vehicles shall be driven upon the common area, walking trails, Lots or roads within the community. Motor bikes or all-terrain vehicles being defined as motorized off-highway vehicles designated to travel on two to four low-pressure or non-pneumatic tires, sometimes having a seat designed to be straddled by the operator and handlebars for steering control. Licensed vehicles and mopeds shall be operated solely upon the streets for direct ingress and egress purposes only. Golf carts are permitted to be used on streets if driver has been issued a valid driver's license. Please refer to the Golf Cart Policy for additional information regarding golf carts.

### **3. ARCHITECTURAL, EXTERIOR APPEARANCE, MODIFICATIONS & IMPROVEMENTS**

The following restrictions and guidelines are applicable to construction, maintenance, and improvements on all residential properties.

3.1 *Prior Written Approval Required for ALL Projects.* No fence, accessory building, pools/spas, decks, screen/storms doors, walkways, play structures, etc. shall be commenced, erected or maintained upon the properties, or any exterior addition to or change or alteration to the Lot's grading or structures therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by filling at out an Architectural Review Committee (ARC) Modification Form and submission to the Architectural Review Committee. Such form can be obtained from the Association Manager at least two (2) months prior to your project start date as applications are reviewed on a monthly basis. Do not hire a Contractor or purchase materials until you have received an ARC approval for your request. The ARC has up to twenty-one (21) business days to respond to every ARC Modification Form request and the ARC shall have the right to refuse to approve any application that is not suitable or desirable, in its opinion for aesthetic or other reasons. If not approved, the Owner may not proceed under any circumstances with architectural changes. If the Owner begins alternations without first obtaining written approval, then the Owner will be responsible for the cost of removing or altering any unapproved exterior change plus all the cost of any litigation.

3.2 *Residential Décor and Seasonal Decorations & Lighting.* Seasonal or holiday decorations are permitted provide they are not offensive in nature to the general public, in good taste to a reasonable person's standards, and not excessive that causes a traffic delay or deviations. Such decorations and lighting are permitted

for display up to sixty (60) days prior to the holiday season and thirty (30) days after.

3.3 *Flags and Banners.* Each Lot Owner may display the flag of the United States of America upon the Lot provided such display is in compliance with Chapter 1 of Title 4 of the United States Code or any rules or custom pertaining to the property display of the flag, provided each Lot Owner acknowledges and agrees that the Board may establish reasonable restrictions that are necessary to protect a substantial interest of the Association as to the size, place, duration and manner of placement or display of the flag on the Lot.

It is the intention that this Section comply with the requirements of Section 55.1-1820 of the Code of Virginia, the Virginia Property Owners Association Act, as such Section may be supplemented, modified or amended from time to time, and in the event of any conflict between any such supplement, modification or amendment and the provisions of the Section, such supplement, modification or amendment shall govern.

3.4 *Signage.* Except for signs as may be posted by the Association promotional or marketing purposes, no sign of any kind may be displayed to the public view on any Lot except as follows:

- (1) One (1) sign advertising the property for sale or rent, provided the sign is removed no later than seven (7) days after the sale (closing) of the property to a new Owner. No additional directional signage should be placed in any Association common area or on other Lots other than the Lot being advertised.
- (2) One (1) sign in a size and design prescribed by the Association used by the Builder to advertise the property during the construction or sale period, such sign having been approved by the ARC.
- (3) One (1) sign of not more than four (4) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than 4 weeks prior to such election and removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.
- (4) Freestanding, temporary signs are permitted for the Associations to inform residents of community events. The sign must be of a suitable size not to exceed six (6) square feet (recommended 3'x2") and must be placed on exit side of street. Signs may be displayed fourteen (14) days in advance of the event and must be taken down within 24 hours after the event.

#### **4. LANDSCAPE & YARD MAINTENANCE**

4.1 *Yard Maintenance.* Owners or Residents are required to regularly maintain all portions of the Lot, excluding any natural areas that were not initially cleared and remain without turf, during growing season in such a manner that it compares favorably with the neighborhood and to maintain a lawn height not exceeding 4" inches. Owners/Residents and or/ persons for hire following lawn trimming will not leave grass clippings on street or curbside. Owners/Residents are required to maintain all shrubs, trees and plantings of every kind located on his/her Lot neatly trimmed, properly cultivated and free of trash or other unsightly materials both front and sides of Lot and Lot rears when facing streetside or neighboring Lots. Additional landscape plantings including trees, shrubs and the like should be maintained so that they do not encroach into any neighboring Lots.

4.2 *Trash Containers.* Except in connection with construction activities, no burning of any trash and no accumulation of storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted on any Lot. Trash must be kept in covered containers and placed at curb no earlier than 5:00 p.m. the evening prior to collection and removed by 9:00 p.m. the evening of collection. Trash containers shall not be kept on sidewalks or in front yards and shall not be permitted to remain in public view from the common area or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the ARC. Any dumpster or bulk trash removal will need to be previously approved by the ARC prior to being delivered to any Lot.

4.3 *Leaf Collection.* The burning of leaves and other yard debris within Mountain Run is strictly prohibited. At no time shall leaves be piled in streets for collection without being securely contained within lawn or leaf bags. Bags shall not be placed at the curb until the night before collection. A Lot Owner shall not rake or blow leaves into a common area or adjoining Lots for collection by the Association. In the fall, leaves that fall within a Lot should be removed by the Lot Owner at a minimum of every 2 weeks, weather permitting.

## **5. OTHER/MISC. RULES**

5.1 *Animals & Pets.* The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is strictly prohibited within the Mountain Run Community, except that the keeping of guide animals and orderly domestic pets (e.g. certain dogs, cats or caged birds) is permitted, provided however, that such pets are not kept or maintained for commercial purposes or for breeding, and no more than a total of five (5) adult dogs (as defined by Hanover County Pet Law as 12 months old or older) and/or five (5) cats are maintained within any Lot and any such pet causing or creating an unreasonable nuisance or disturbance or noise to the general public and within a reasonable person's standards shall be permanently removed from the property upon ten (10) days written notice from the Board.

Per Hanover County Pet Law, it is against the law for any dog to run at large. Pets shall not be permitted upon the common area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be removed by the Owner of the pet. Any Owner who keeps or maintains any animal upon any portion of a Lot, common area appurtenant thereto agrees to indemnify and hold the Association, each Owner, the Declarant and Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal/pet within the community. All pets shall be registered and inoculated as required by law. The Board reserves the right to establish further rules and regulations concerning animals and pets. The Homeowners' Association of Mountain Run, Inc. adheres to the Hanover County Pet Laws & Regulations. Lot Owners should contact Hanover County Sheriff's Office and/or Hanover County Animal Control for any disturbances within their own private Lots.

5.2 *Single Family Residential Use.* All property shall be used, improved, and devoted exclusively to Single Family residential use. No gainful occupation, professions, trade, or other non-residential use shall be conducted on any such property within Mountain Run except as permitted by the Hanover County Zoning Regulations. Vehicular traffic associated with any gainful occupation, profession, or trade must be kept to a minimum.

5.3 *Leasing and Rental Use Limitations.* Leasing and renting *will not* relieve the Owner of the property of their responsibility to adhere to all Association Rules and Regulations. No dwelling located on a Lot, or any portion thereof shall be used or occupied for transient or hotel/motel purposes or in any event leased for an initial period of less than twelve (12) months. If a Lot Owner leases his or her Lot, a copy of the Lease shall be provided to the Board and Association within seven (7) days of the execution of the lease. The Lot Owner shall also provide the Board and Association with all amendments to the lease subsequently entered between the Lot Owner and the Tenant. Lot Owners shall promptly notify the Association of their new address and phone number and the name, work and home phone numbers of their Tenants and Management Company, as applicable. It is the responsibility of the Owner to ensure that any management company acting on his or her behalf provides the Association with information regarding tenants.

## **6. ENFORCEMENT RULES AND PROCEDURES**

6.1 *Architectural Statement.* Architectural guidelines may be published by the Architectural Review Committee and approved by the Board of Directors. Architectural Review Committee (ARC) Modification Forms can be obtained by contacting the Association Manager.

6.2 *Right of Entry.* During reasonable daylight hours and upon prior reasonable notice to the Owner, the Declarant, any member of the Architectural Review Committee, any member of the Board of Directors, or any authorized representative of the Association, shall have the right to enter upon and inspect any property and the improvements thereon, except for the interior portions of any residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such person shall not be deemed guilty of trespass by reason of such entry. The Board of Directors will provide a (3) day notice to Owners prior to inspection of the Lot.

6.3 *Enforcement.* In accordance with the Virginia Property Owners Association Act, all enforcement procedures will be in accordance with Sections 55.1-1819-1836 of the Act and will be initiated by the Association Board of Directors after first endeavoring to resolve the problem (1<sup>st</sup> notice) without taking further action.

- (1) Letter to the Owner stating the nature of the problem and the deadline to correct the problem.
- (2) If the problem remains uncorrected, a (2<sup>nd</sup> notice) will be sent to the Owner with another deadline to correct the problem.
- (3) On the third inspection, a letter will be sent to the Owner calling him/her to a Due Process hearing for non-compliance, with the Governing Documents and/or the Rules and Regulations.
- (4) Once the hearing is held, the decision will be mailed to the Owner within seven (7) days. Should the Board find the Owner in non-compliance, or the Owner fails to appear for the hearing without timely justification, assessments and/or fines can be levied against the Owner. Assessments will be levied against the owner at \$50 per single offense. If the condition is not corrected within 10 days following such meeting, there will be a \$10 per day assessment until the condition is corrected.
- (5) Once the assessment and/or fines have been levied, standard collection procedures will take effect.
- (6) Enforcement of Vehicle and Parking violations may result in towing vehicles in violation of these rules at Owner's expense.

6.4 *Purpose and Updates.* The purpose of the Rules and Regulations is to provide each Owner with a concise and complete understanding of the land use classification, permitted uses and restrictions as provided for the governing documents of the Homeowners' Association of Mountain Run. Each Owner was provided with a copy of these documents prior to closing. Any updates to these Rules and Regulations were voted upon by the current Board of Directors and any previous copies are now considered null and void. Furthermore, as updates are made to the Rules and Regulations, each Owner is provided with an updated copy of these documents. Updates shall be made once every five (5) years as a minimum and standard unless the Board of Directors collectively feel that other updates must be made prior to this expiration.

THESE RULES AND REGULATIONS WERE ADOPTED, EFFECTIVE AND APPROVED BY THE BOARD OF DIRECTORS ON May 20, 2024.