

RULES AND REGULATIONS

The Manor Homes at Horse Run Creek Condominium Association, Inc.

All use of the property shall be in accordance with the provisions of the Declaration, Bylaws, Articles of Incorporation and these Rules and Regulations.

These Rules and Regulations apply to each condominium owner; the lessee; the family, guests, employees, and agents of the owner of lessee. The condominium owner shall be held responsible for the actions of such persons.

The Board of Directors is the final authority in the interpretation of these Rules and Regulations.

1. Signs

Condominium owners may place one (1) customary "For Sale" or "For Lease" sign in the window of their condominium. The sign shall not exceed three feet (3') by two feet (2') in size. All other signs are prohibited.

2. Leasing

Condominium owner may not lease their condominium except in accordance with the following provisions:

- Condominiums shall be leased for residential purposes only.
- No lease shall be for a period of less than six (6) months.
- Condominium owners shall not lease their condominiums unless at least one of the lessees who will actually occupy the condominium is at least 18 years old.
- Individual condominium owners are required to provide their lessees with copies of the Rules and Regulations. Lessees must agree to abide by the aforementioned document.
- All condominium owners should complete a Condominium Owners Information form to be returned to the Management Company. These forms will be kept on file for use in emergencies and for administrative purposes.
- A copy of the lease agreement should be provided to the management office.

3. Exterior Appearance

The Board of Directors must approve all exterior modifications. All stairways and stairwells will be kept free of any items at all times.

Decks and balconies will be kept free of unsightly items. Chairs, gas barbecues (no charcoal), tables, plants and firewood on metal racks are authorized. Nothing should be kept on a deck that might drop to a condominium below including bird feeders, kitty litter, ashtrays etc. unless used with a drop cloth.

Lawn furniture, children's toys, and similar items may be placed on the lawn area as long as no damage to the lawn results, no access to any condominium is blocked, and such objects are removed when they are not in use. Bicycles, basketball hoops or other apparatus may not be stored outside of a deck or fenced yard. Motorcycles or mini-bikes may not be stored on decks, balconies or in rear yards.

No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, balcony, window, breezeway/landing or exterior portion of a unit or in or upon any common element.

4. Trash Removal

Trash must be put inside the dumpsters. The doors to the dumpsters are to be kept closed at all times. It should be noted that since small children can not open the trash dumpsters they should not be taking the trash out. Trash may not be left outside the dumpsters or any other common elements. This includes, but is not limited to, decks/balconies, grassy areas and on top of the trash dumpsters. A \$50 charge will be assessed per infraction.

5. Window Treatments

In order to preserve a uniform appearance throughout the property, "all curtain and drapes visible from the exterior shall be plain white or off-white color, or shall be lined with a plain white or off-white backing, so that only those colors will be visible from the exterior of the Condominium" (Manor Homes Bylaws, Section 5.8.11.f / Horse Run Creek Condos Bylaws; Article VI; Section 9; 6)

6. Noise

All persons shall reduce noise levels between the hours of 11:00 p.m. and 8:00 a.m. so those residents of other condominiums will not be disturbed. At all times radios, tape decks, stereos, and televisions shall be played at a volume low enough not to disturb residents of adjoining condominiums. Unnecessary noises, including but not limited to fireworks and the "gunning" of engines, are prohibited.

7. Nuisances

No obnoxious or offensive activity, which may be, or may become, an annoyance or nuisance to any resident shall be conducted upon any part of the condominium property. Activities which may interfere with the quiet enjoyment of any condominium resident or which shall increase that rate of insurance carried by the association are prohibited. Condominium owners are responsible for their guests/children/pets in their condominium and on any common element, and will reimburse the association for any damages incurred to the common elements.

8. Antennae and Satellite Dishes

No outside antenna or similar device may be erected on any common element, unless approved by the Board of Directors. Satellite dishes may be erected only on an exterior portion of the condominium unit and/or limited common elements such as the concrete patio or wood deck or railing, provide the dish is less one (1) meter. Satellite dishes may not be attached to any common element such as the siding or roof. Wiring associated with dish installation may not penetrate common siding or masonry work or any other common element. The association must be notified within 7 days of installation to ensure that no common element is breached. Advance approval for satellites is recommended to avoid any additional expense for moving or properly screening the dish after installation.

In the case of the Manor Homes, the condominium unit includes the roofs and chimneys and satellite dishes may be installed in these locations by the condominium owner. *However*, the location chosen for installation shall be that location which makes the least visual impact from the common street while still providing a quality signal.

The associations may require a dish to be screened (at a reasonable cost) so as to provided the least offensive impact or require a dish to be removed and reinstalled at the owner's expense in a less obtrusive location provided a quality signal can still be achieved. For this reason, notification prior to installation is recommended.

9. Pet Policy

Only commonly recognized domestic animals shall be permitted. Exotic animals and animals considered to be pests are prohibited. Excluding fish/birds, only two pets per condominium are allowed.

In the Manor Homes, "a condominium owner may not possess more than one (1) dog and one (1) cat per Condominium unless otherwise agreed to by a majority of the Board of Directors at a meeting of the Board" (Manor Homes Bylaws, Section 5.8.8)

All pets shall be licensed and immunized as required by law. Pets shall not be permitted to bark, howl, or make other loud noises for such a time as disturbs a neighbor's rest or peaceful enjoyment of their condominium or the common elements.

Dogs must be on a leash at all times when out doors.

All pets will reside within their owner's condominium. Pets are not permitted to be tied to any condominium or left unattended on balconies, decks, landings, or other common areas.

All fecal matter will be removed immediately by the owner.

Any condominium owner has the right and responsibility to report any violation of the rules concerning pets. Reports of pet violations should be made in writing to the Management Company. The Management Company will notify the Board of Directors of all reported pet violations.

10. Parking Policy

Each condominium is assigned one (1) numbered space to be used by the residents of that condominium. Additional vehicles and visitors are to park in non-numbered spaces. Parking is limited to the striped parking areas. Double parking behind cars in parking spaces and parking along the curbs is prohibited. No toys, bikes, basketball hoops, skateboard ramps or other apparatus may be placed or stored in the street or parking areas at anytime. Each condominium owner has the responsibility of controlling the use of the parking areas by his tenants, visitors, contractors and invites and shall be held responsible for any infractions.

Any vehicle parked in violation of the rules and regulations will be subject to towing at the owner's expense, *without notice*, by the association or the Management Company.

The changing of oil, major engine repairs, and major overhauls is not permitted within the association's grounds. Washing of owners and residents vehicles is authorized. Mud or debris resulting from washing vehicles must be removed from association property immediately.

Inoperable, abandoned, or junk vehicles are prohibited from parking on association property. This includes vehicles without current state license plates, city stickers, **and** state inspection stickers; vehicles with flat tires, wheels missing, extensive damage, or with any other external sign of inoperable condition. Also any vehicles leaking excessive amounts of fluids on to the pavement must have the fluid removed from association property within 48 hours. If any such vehicle is found in the community, a notice will be affixed to the windshield. If the condition is not rectified within 48 hours, the vehicle will be towed without further notice, at the owner's expense by the association.

Speed in excess of 15 miles per hour is prohibited.

Trailers, campers, recreational vehicles, boats and other large vehicles may not be parked in any part of the condominium property. Motorcycles or motor vehicles are not permitted on the lawn or sidewalks. Violations will result in towing at the owner's expense.

11. Assessments

Assessments are due on the first of each month. Any assessment payment not received by the 15th day of the month the assessment is due, will be assessed a late fee.

The association has the right to accelerate the assessments due through the end of the fiscal year in which the assessments became due.

Any homeowner or tenants who are delinquent more than 30 days in their condominium fees or assessments will lose their non-essential privileges which include but are not limited to parking privileges (both marked and unmarked spaces) and use of the pool and clubhouse.

According to Section 55-79.84 of the Virginia Condominium Act, the association shall have a lien on every condominium for unpaid assessments levied against that condominium.

12. Property Re-Sales

Each condominium owner, upon sale or purchase of their property, must notify the Management Company for the proper payment of association fees and to order a Certificate of Resale. According to Section 55-79.97 of the Virginia Condominium Act, a Certificate of Resale must be ordered by the seller from the association and furnish to the purchaser, prior to the contract date of the disposition. The Certificate must be ordered through the Management Company for a fee not to exceed \$100.

13. Use of the Common Areas

The common areas shall be used in accordance with their intended purpose - which is to provide access to and from the units or serve as landscaped areas. No owner or resident shall make private use of the common area for parties, playing, lounging and/or for the storage of items such as strollers, carriages, bikes or other personal items. Lawn furniture, statuary, fountains, ornaments, grills, trashcans, play or other equipment may not be located outside a patio or deck area without the prior permission of the Board. Neither the Board nor the Association assumes any liability in regard to any damage or loss, which may result from locating these items in the common area, and the Board shall have the right to remove such items without notice.

14. Rules Enforcement Procedure

According to Section 55-79.80 of the Virginia Condominium Act, all violations of the documents or rules and regulations or their amendments can carry a charge not to exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature. Before any charges can be assessed the condominium owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other duly appointed tribunal. Notice of such hearing shall, at least fourteen days in advance, be hand delivered or mailed by registered or certified mail, return receipt requested, to the last known condominium owner address.

(Adopted 9/98)

Horse Run Creek Condominium Association, Inc.
&
Manor Homes at Horse Run Creek

PARKING RULES

Revised January 2020

1. Current year parking decals are required for all resident vehicles. Decals must be displayed in the rear, left window.
 - a. All parking decals must be renewed annually.
 - b. Two decals and two visitor passes will be issued and registered to the homeowner or the tenant of the unit upon receipt of the Parking Pass Application.
 - c. If a unit has more than two vehicles, only one additional decal may be purchased at an additional fee of \$10.00. The third vehicle's information must be presented on the Parking Pass Application for the decal to be valid.
 - d. If an owner leases his/her unit, it is the unit owner's responsibility to ensure tenants have registered their vehicles and have the appropriate decals displayed.
 - e. Additional visitor passes cannot be purchased. Resident's may obtain temporary (up to 48 hours) visitor passes if needed from Management. Please contact Management Monday-Friday between the hours of 8AM-5PM.
 - f. Any vehicle without a decal or visitor's pass will be towed at the expense of the vehicle owner.
2. Each unit is assigned **one** parking space.
3. All "Visitor" spaces in the development are available on a first come basis. No "Visitor" space is reserved for the exclusive use of any unit. No resident may routinely park in a "Visitor" space in order to keep an open space in front of his or her home.
4. Residents must ensure that their family, guests, and agents do not park their vehicles in parking spaces belonging to other unit owners or in areas not designated for vehicular parking.
5. Parking spaces are to be used for vehicle parking only (to include cars, light trucks and motorcycles). Lettered vehicles are permitted but they must be listed on the Parking Pass Application and fit within the parking lines of one space. The following are not permitted to be parked in the community:
 - a. Boats, trailers or wave riders
 - b. Mobile homes or campers
 - c. Commercial vehicles as defined by the Virginia DMV, which is a single vehicle with a gross vehicle weight rating (GVWR) of 26,001 pounds or more.

Manor Homes Condominium Association, Inc. – Maintenance Responsibility Chart

KEY: H = Homeowners / A = Manor Home Association / J = Jointly Maintained by Horse Run and Manor Homes

UNIT:(Declaration; Article 3.01) Unit shall mean a land area together with all improvement thereon which improvements include a portion of the building which consists of a self contained single family residence and shall include,...all chutes, flues, ducts, conduits, wires and utilities, where ever located and which serve only one Unit...all doors and windows in a Unit, and all lathe, plasterboard, wall board, plaster paneling, tiles, wallpaper, paint, flooring...the roof directly above each unit shall constitute a part of the Unit; the land area submitted to the regime shall constitute a part of the Unit above....

MAINTENANCE:(Declaration, Article 5.6) Each unit Owner shall keep his Unit and its equipment, including the roof, patio, all heat pumps or other heating and air conditioning equipment, and all appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition.

Description of Item or Service	Resp.	Comments
Buildings		
Roof	H	
Gutters/Downspouts	H	
Chimney Cap	H	
Chimney Pipe/Fireplace	H	
Chimney Cleaning	H	
Bathroom/Stove/Dryer Vents	H	
Vinyl Siding	H	
Painting	H	
Exterior Stucco	H	
Exterior Trim	H	
Concrete Patio	H	
Fences (includes locks, & hinges)	H	
Front Steps	H	
Patio/Door light fixtures	H	
Exterior Termite inspection	H	
Interior Termite inspection	H	
Building Structure	H	
Front Door	H	
Storage Room Door	H	
Patio Sliding or French Doors	H	
Exterior locks, hardware	H	
House Numbers	H	
Door Painting	H	
Kick-plate, bell, knocker, Peephole	H	
Storm Doors	H	Must Have Association Approval Prior to Installation
All Windows (glass, seals, frames)	H	
Locks, tracks, balances	H	
Window screens	H	
Skylights	H	

Description of Item or Service	Resp.	Comments
Utilities		
Sewer Lines	A H	Those Lines Serving Only One (1) Unit are Homeowners
Water Lines	A H	Those Lines Serving Only One (1) Unit are Homeowners
Gas Lines	A H	Those Lines Serving Only One (1) Unit are Homeowners
Cable TV	H	
Electrical	H	
Telephone	H	
Heat Pumps / Air-conditioning Units	H	
Grounds/Landscaping		
Front Yards	A	
Unfenced Rear Yard	A	
Fenced Rear Yards	H	
Side Walks		
Snow / Ice Removal	H	
Repair/Replacement	H	
Roads		
Maintenance	J	
Snow Removal	J	
Common Elements		
Entrance Sign	J	
Street Lighting	A	
Pool/Clubhouse	J	
Household Trash Removal	J	
Bulk Removal	H	
Insurance		
Common Area(streets/clubhouse/pool)	J	
Condominium Units	H	Owners need a standard Homeowner's Insurance policy - not a condo policy