

MASSANUTTEN RULES and REGULATIONS

July 21, 2007
Revised

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OPEN FIRES ARE NOT PERMITTED

MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

SECTION 1. GENERAL AND PROCEDURAL RULES

- (a) **Authority.** These rules and regulations are adopted under the authority of § 55-513 of the Code of Virginia.
- (b) **Application.** These rules shall bind all MPOA members, their family members, tenants, guests, and other invitees. Charges for rules violations by any of these persons, however, shall be assessed against the member.
- (c) **Rules Committee.** The board shall appoint a rules committee not to exceed five (5) members, one which should also be a board member. The committee should also include a member who serves on the A&EC Committee. The Board Member and A&EC Committee member serving on the Rules Committee shall serve terms of one year. The other three members of the Committee shall serve terms of two years provided that in making its initial appointments to the Committee, the Board shall stagger the initial terms.

The Compliance Inspector shall provide a written report to the Committee of the activities for the month and follow up for prior actions to assure prior violations have been corrected.

- (d) **Allegations of Violations.** The MPOA administrator, compliance inspector, or any affected MPOA member must allege in writing that a violation of these rules has taken place. Upon receiving an allegation from anyone other than the MPOA administrator, the rules committee shall determine whether the allegation warrants further proceedings. If the rules committee or the administrator elects to proceed further, it shall provide the responsible member with the notice required by § 55-513 (B) of the Code of Virginia, with the recommended procedure being as follows:
 - (1) The notice should be in the form specified in Appendix A to these rules;⁵
 - (2) The notice should be mailed to the responsible member by certified mail, return receipt requested, at least 14 days prior to the hearing;
 - (3) The hearing should be at the next monthly rules committee meeting.

- (e) **Fines.** If the rules panel determines that a violation has occurred, it may assess a fine of not more than \$50 for a single offense or \$10 per day for any offense of a continuing nature, not to exceed 90 days. The rules committee may find that a violation has occurred but a fine is unwarranted. Unless the rules committee's judgment is appealed to the board, the fine shall take effect (and payment shall be due) 30 days after the panel's decision. If payment is not made when due, the fine shall be treated as an unpaid assessment against the responsible member's lot.
- (f) **Appeals.** Any responsible member who appears before the rules panel and is the subject of an adverse ruling may appeal the committee's decision to the Board. The appeal shall be in writing and must be received by the MPOA President within 30 days after the rules committee's decision. Any fine assessed by the rules panel shall be suspended while the matter is considered by the Board.
- (g) **Public Access.** Rules committee meetings for allegations shall not be open to the general public or MPOA membership at large, but appeals to the Board may be heard in open session
- (h) **Right to Counsel, etc.** The responsible member shall be given the opportunity to be heard and to be represented by counsel before the rules committee, and if he chooses to appeal, the Board of Directors. Both the responsible member and the party making the allegation may invite the attendance of witnesses.
- (i) **Severability.** Should any provision in these Rules and Regulations be declared invalid by any court of competent jurisdiction, all other provisions in these Rules and Regulations shall continue in full effect. Similarly, should any provision be declared invalid with respect to certain lots, members, or groups of members, the provision shall remain effective as to all other lots, members, and groups of members.
- (j) **Alternative Enforcement.** The fact that certain conduct may be punishable under these rules does not preclude MPOA or any member from seeking judicial or other authorized relief. Nor shall the payment of any fine assessed authorize any violation under these rules.
- (k) **Rules not Exclusive.** These rules do not serve as authorization for any activities not proscribed herein.
- (l) **Gender and Number.** The singular shall include the plural and the masculine shall include the feminine (and neutral), and vice versa, so as to ensure the application of these rules without regard to gender or number.
- (m) **No Open Fire Allowed.**

SECTION 2. DEFINITIONS

- (a) "*A & E C Committee*" is the MPOA Architectural & Ecological Control Committee
- (b) "*Board*" is the MPOA Board of Directors
- (c) "*Common Area*" is the real estate (1) designated on any of the subdivision plats within Massanutten Village as "open space" or streets, (2) and such other property that has been conveyed to MPOA by the resort's developers in subsequent instruments and is held for the common good of the members and MPOA.
- (d) "*Lot*" is any parcel of real estate, the owner of which, by contract or covenant, is required or permitted to be a member.
- (e) "*Member*" is an MPOA member.
- (f) "*MPOA*" is Massanutten Property Owners Association, Inc.
- (g) "*Person*" is an MPOA member, his family members, tenants, guests, or other invitees.
- (h) "*Responsible Member*" is a member responsible for the acts of certain persons under § 1(b) of these Rules and Regulations.
- (i) "*Open Fire*" is any outdoor fire that is not covered or screened to prevent sparks from escaping. A grill is not considered an open fire. A circle of rocks or camp fire is considered an open fire.
OPEN FIRES ARE NOT PERMITTED.

SECTION 3. NUISANCES AND PROPERTY MISUSE.

- (a) *Animals Running at Large.* No person shall permit any animal to run at large on common areas, so as to cause damage to property of MPOA or a third party. For purposes of this paragraph, an animal is running at large if he is not within his owner's or caretaker's immediate supervision and control. Dogs should be leashed when being walked on MPOA roads and right-of-ways. Owners are expected to clean after pets.
- (b) *Noise.* No person shall cause or permit to be caused noise, which is audible on common area or property owned by other members and is unreasonable because of its volume or duration or the time of day.
- (c) *Mobile Homes.* No person shall park any mobile home, travel trailer, or camper on any lot or green space overnight. (No person shall park any mobile home, travel trailer, or camper on common area for any period of time without the prior written permission of MPOA)

- (d) *Commercial Use.* No person shall use any lot for anything other than residential use.
- (e) *Junk Cars.* No person shall park a junk motor vehicle, or sizable part thereof, on any lot so as to be visible to the occupants of other lots or to the users of any common area. For purposes of this paragraph, "junk motor vehicle" means any motor vehicle which is not in operating condition, or which has been partially or totally disassembled, and on which one of the following is missing or has been expired for forty five (45) days:
- (1) Valid inspection sticker, if applicable;
 - (2) Valid county decal, if applicable;
 - (3) Valid license tag.
- (f) *Large Vehicles.* No truck, bus or other vehicle with a capacity larger than three-quarter ton shall be parked overnight on any lot in such a manner as to be visible to the occupants of other lots or the users of any common area; provided, however, that this paragraph shall not prohibit vehicles necessary for construction on the lot.
- (g) *Antennas.* No person shall construct or cause to be constructed an exterior television or radio antenna other than satellite dishes less than three (3) feet in diameter after cable television service has been made available to his lot.
- (h) *Hunting and Trapping.* No person shall hunt or trap wild animals or fowl within Massanutten Village, without the prior written approval of MPOA.
- (i) *Animals.* No person shall keep fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals on any lot. This restriction does not apply to dogs, cats, or other small domestic animals that are of a quiet and inoffensive nature.
- (j) *Single Family.* No member shall allow a dwelling on his lot to be occupied by more than four persons who are unrelated to any other person occupying the dwelling. This paragraph applies wherever covenants limit property use to single family dwellings.
- (k) *Trailers.* No trailers of any type may be parked on the MPOA right of way or green space except for direct support to construction or renovation projects.
- (l) *Open Fire.* No open fire(s) allowed.

SECTION 4. ARCHITECTURAL AND ENVIRONMENTAL MATTERS.

- (a) *Lot Maintenance.* No person shall fail to maintain any improved lot in such a manner as to prevent its becoming unsightly by reason of unattractive growth, debris, or overgrown lawns.
- (b) *Exterior Structures.* No person shall fail to maintain any structure on any lot in such a manner as to prevent its deviating from the plans approved by the A & E C Committee. Without limiting the foregoing, the following conditions must be avoided.
 - (1) broken windows or doors
 - (2) peeling, fading, or discoloration of siding (paint, stain or siding)
- (c) *Signs.* No person shall display or permit to be displayed any sign without first obtaining prior written approval from the A & E C Committee; provided, however, that one sign meeting the following criteria shall be permitted; the sign shall be not more than two square feet in area and not more than three feet in height or length, and it may show only the owner's name and/or the name of the premises
- (d) *Removal of Trees.*
 - (1) Except as provided in section two (2) below, no trees may be removed without prior written approval of the A & E C Committee.
 - (2) Trees may be limbed up from the ground to any reasonable height up to eight feet in a manner to avoid killing the trees. Brush, diseased or dead trees may be removed at any time. Trees planted by the property owner may be removed without permission.
- (e) *Fuel Tanks.* No person shall install a fuel tank on a lot in such a manner as to be visible from other lots or any common area. Fuel tanks must be appropriately screened according to A & E C Committee rules and regulations.
- (f) *Approval of Dwellings.* No person shall erect or maintain any dwelling or any improvements, additions, or alterations to any dwelling without prior A & E C Committee approval or in a manner inconsistent with the A & E C Committee's approval.
- (g) *Approval of Other Structures.* No person shall build or install a house, fence, driveway, deck, patio, or other structure without the approval of the A & E C Committee or in a manner inconsistent with the A & E C Committee's approval.
- (h) *Completion of Construction.* The exterior of all structures shall be completed within nine months of the commencement of construction. Commencement of construction is defined as once clearing of the lot and/or grading begins.

SECTION 5. REFUSE

- (a) *Participation Mandatory.* All lots containing dwellings which are (1) occupied on a full-time basis or (2) rented must participate in the MPOA refuse removal program. For purposes of this section, a dwelling is occupied on a “full-time basis” if, for 30 consecutive days, it is physically occupied or serves as a person’s principal residence.
- (b) *Scheduling.* Trash will be picked up according to a prescribed schedule and restrictions. Contact the MPOA office for details.
- (c) *Non-Participants.* Trash placed at the roadside by persons not participating in the refuse removal program may (but need not) be collected. If such trash is collected, a \$15 charge will be imposed.
- (d) *Trash Not Collected.* If for any reason some or all the refuse placed at the roadside is not collected, it shall be removed by the person owning or occupying the lot.
- (e) *Other Rules No Garbage, i.e.:* no food scraps, diapers, or any scented garbage may be put out before 5:00 a.m. of trash collection day, unless in a bear proof container, after 5:00 p.m. the evening before trash collection. Dumpsters are provided at the pool and Hopkins Park for garbage that cannot be stored for pick-up until trash collection day. *Trash, i.e.:* paper, cardboard or any unscented trash may be put out after 5:00 p.m. of evening before collection. Trash bins are permitted for unscented trash only. If use of a trash bin attracts animals, i.e. bears, raccoons, opossums, owner will be required to remove trash bin from property. Failure to do so may result in a rules violation.

In a case where animals have spread trash, MPOA may/will send out the Maintenance Department to clean up debris and owner will be billed for that service.

- (f) *“Open Fire.”* Open fire not permitted for refuse disposal, etc.

- (i) *Debris and Fill Material.* No person shall dump or store construction materials, fill dirt, tools, rock, brush, or other fill material on any lot except during the period of active construction.
- (j) *Dams.* No person shall dam, block, impound, or alter any stream, watercourse, or spring, on any lot without written permission of MPOA.
- (k) *Erosion.* No person shall allow erosion to occur by reason of wind or water such that sediment deposits onto common area or other lots.
- (l) *Grading.* No person shall grade his lot so as to promote water runoff onto common areas or other lots.
- (m) *Use of Open Space.* No person shall make use of common area for structures or otherwise alter common area thereon without the prior written approval of the MPOA Administrator.
- (n) *Restroom Facilities.* Whenever construction, renovation, or similar activities take place on a lot, members shall ensure that restroom facilities are available to all persons engaged in such activities. Any temporary restroom facilities shall be located so as to minimize visibility from common areas and adjoining lots. No person shall urinate or defecate on common area, or on any lot.

SECTION 6. AMENITY USE

- (a) *ID Cards.* No person shall use the MPOA owner's identification card or validation sticker of another. No person shall allow another to use his MPOA owner's identification card or validation sticker
- (b) *Swimming Pool.*
 - (1) No person shall use the pool complex unless it is officially open and guards are on duty.
 - (2) Additional rules, approved by the Board, may be posted at the swimming pool. A violation of those rules shall be deemed a violation of these Rules and Regulations.
- (c) *Fishing.*
 - (1) No person shall fish when a notice prohibiting fishing has been posted. A fishing license is required in accordance with state law.
 - (2) Additional rules, approved by the Board may be posted at the various MPOA ponds where fishing is permitted. A violation of those rules shall be deemed a violation of these Rules and Regulations.
- (d) *No open fire.*

SECTION 7. RENTAL UNITS.

- (a) No member shall rent his lot, any portion of it, or any structure on it without the prior written approval of MPOA. A rental agreement is required to be signed with MPOA to rent property for any amount of time. This restriction does not apply in timeshare areas.

SECTION 8. GENERAL COMMON AREA USE

- (a) No person shall install culverts or driveways in a manner inconsistent with that approved by MPOA. If gravel or other material from a person's driveway escapes onto an MPOA road, he shall remove the gravel or other material from the road immediately. It is the property owners' responsibility to keep the culvert open and free of debris and in good condition.
- (b) No person shall carry or keep any firearm on any common area without the prior written permission of MPOA.
- (c) No person shall operate any motorcycle, snowmobile, ATV or other recreational vehicle on any open space.
- (d) No person shall deposit litter onto common areas.
- (e) No open fire.

APPENDIX A

MASSANUTTEN PROPERTY OWNERS ASSOCIATION, INC.

Hand delivered Mailed by Certified Mail/Return Receipt requested

DATE: _____

TO: _____
(member)

(address)

HEARING DATE AND TIME:

(at least 14 days after mailing)

Please take notice of an allegation that you, your family members, tenants, guests, or other invitees may have violated a rule or regulation adopted by Massanutten Property Owners Association, Inc. ("MPOA").

The allegation was made by an MPOA member, and the charge has been found serious enough by a panel of the MPOA Rules Committee to warrant further proceedings.

The allegation was made by the MPOA Administrator.

A hearing before a panel of the Rules Committee concerning the allegation will be held on the date and at the time specified above in the MPOA Administration Building. You have the right to be heard by the panel and to be represented by counsel at the hearing.

The allegation made against you is as follows:

Under § 55-513 of the Code of Virginia, if you are found to have violated the rule or regulation, you may be subject to a fine of up to \$50, or \$10 per day for offenses of a continuing nature. Unpaid fines become liens on members' property.

If the panel rules against you, you may appeal to the MPOA Board of Directors. The appeal must be (1) in writing, and (2) received by the MPOA President (at 3980 Massanutten Drive, Massanutten Virginia 22840) within 30 days of the panel's decision. You will be notified of the date on which the board will consider the matter, and you may appear before the board on that date and have legal counsel present.

MOTORCYCLE USE LICENSE

ALL PROPERTY OWNER MOTORCYCLES SHOULD BE CLEARLY IDENTIFIED WITH A CURRENT MPOA IDENTIFICATION.

THE MOTORCYCLE LICENSE USE WAS RESCINDED AS OF MARCH 20, 2004, BUT COULD BE REINSTATED AT ANY TIME WITHOUT PRIOR NOTICE.

FOR SALE SIGN POLICY

The main part of the sign, for the record, is approved at 24" x 18" plus a 6" by 24" or less insert at the top to accommodate "For Sale", "Sold", or "Contract Pending" inserts. The inserts also must be consistent with the gray and white color scheme. The dimension of the frame is acceptable at the 36" overall height. "Open House" signs are allowed along with directional signs for the duration of the open house only. All open house signs are to be removed when the open house showing is concluded.

SPECIFICATIONS

24" X 24" Overall Dimensions
Approved colors for use are Grey, Black, and White
No Reflective Graphics
Overall Height from ground limited to 36"

CO-LISTINGS MUST HAVE SIGNS SIDE BY SIDE

Approved 07/21/2007

POOL USAGE, REGULATIONS, AND FEES

Hours: 10:00 - 7:00 Daily or as Posted

Daily Fee: As posted and determined from time to time

NO ADMITTANCE WITHOUT IDENTIFICATION!! MUST PRESENT VALID I.D.!

	<u>CATEGORY</u>	<u>VALID TIME</u>	<u>ADMITTANCE</u>
1.	Property Owners & Family (family includes IRS Dependents)	Any Day	Valid ID
2.	Property Owner Guest (Accompanied by property owner)	Any Day	As Posted + Pass or with P.O.
3.	A. Timeshare & Family (excluding Woodstone Terrace)	Week Owned	Valid ID
4.	Full-time MPOA Employee & Family	Any Weekday except Holiday	Pass Only
5.	Part-time MPOA Employee (may not bring family or guests)	Any weekday except Holiday	Pass only

**ALL ADMINISTRATION AND DEPARTMENT HEADS AND GUESTS ALLOWED
UNRESTRICTED PRIVILEGES. (NO CHARGE)**

TENNIS USAGE, REGULATIONS, AND FEES

<u>CATEGORY</u>	<u>VALID TIME</u>	<u>ADMITTANCE</u>
1. Property Owners & Family (Family includes IRS Dependents Only)	Any Day	Valid ID
2. Guest allowed with Property Owner	Any Day	Fee as Posted

Hours: Daily

Daily Fee: As posted and determined from time to time

NO ADMITTANCE WITHOUT IDENTIFICATION!! MUST PRESENT VALID I.D.!!

FISHING REGULATIONS

1. Persons allowed to fish:
 - a. Property owners with valid I.D.
 - b. Villa Owners during their week with valid I.D.
 - c. Villa Owners outside their week of ownership with fishing permit.
 - d. LeClub Members with I.D. Card. (guests with fishing permit).
 - e. Guests, only if accompanied by an MPOA/LeClub Member and with a fishing permit.
 - f. Resident renters with a fishing permit. (no guests unless authorized).
 - g. Casual Renters with fishing permit.
 - h. Employees, Monday through Friday, with valid I.D. card.
Only full-time employees are allowed to bring immediate family (IRS dependents).
 - i. Hotel Guests with Key and fishing permit.
 - j. R.C.I. Exchange Owners (guests allowed with fishing permit).
2. All persons fishing must also have valid State or County fishing license except those exempt under state law.
3. Catch limited to 4 fish per day. All fish caught must apply to limit. No limit on brim or perch. White Amur caught at Hopkins Park must be returned to the pond.
4. No boats allowed.
5. Fishing allowed year round.
6. Observe “**NO FISHING**” signs when posted.
7. **ALL OTHER STATE LAWS APPLY.**
8. **ALL FISH LESS THAN 6 INCHES MUST BE RELEASED UNHARMED.**

FISHING PERMITS AND LICENSE AVAILABLE AT THE FOLLOWING LOCATIONS

General Stores

289-9441

GENERAL RULES FOR TRASH AND RECYCLING PICKUP

GENERAL

Trash pick-up and recycling is every Monday. (call the MPOA office if Monday is a holiday to verify pick-up).

Trash should be out before 7:00 am. Trash cans and recycle containers must be removed from curbside by 7:00 am the next morning.

1. Trash and recycling must be set out at roadside. The disposal company's insurance does not permit backing into driveways.
2. If trash is put out on the day of pick-up, it may be in plastic bags. If you prefer to use a trash can, plastic bags are not required. Blue recycling containers are used for recyclable materials. They can be obtained at the MPOA office.
3. If trash is put out on Sunday evening, it must be in a trash can with a securely fastened lid. Owner is responsible for trash spread by animals, wind, etc.
4. Trash containers must not weigh over 40 pounds, unless all trash in the container is securely wrapped in plastic trash bags.
5. No tires, batteries, limbs, heavy metal, dead animals or tied or boxed clippings will be picked up.
6. Extinguished ashes must be in plastic bags.
7. It is easy to recycle! Collect your glass containers (green, brown, clear), plastic water and soda containers (HDPE #1 & #2, no plastic bags, no motor oil bottles), aluminum beer and soft drink cans and place them in your blue container. Place your newspapers on top. Please do not put newspapers out when it is raining.
8. Please do not include the following for recycling: no drinking glasses, mirror, window glass, pyrex dishes, ceramic, light bulbs or any glass that's not a container. No type of aluminum food containers other than beer and soft drink cans. No telephone books, cardboard or other paper products.

BILLING

1. Homes used for rental purposes will be subject to the annual trash billing.
2. All homes occupied on a full-time basis (full-time defined as 30 days consecutive residence at any time during the year) are subject to the annual trash billing.
3. Once a unit has been established as subject to the billing it will not be changed during the fiscal year. **Exemption status must be submitted in writing annually.**
4. Homes not subject to the annual billing will be charged \$15.00 for every trash pick-up necessary.

02/03/06

Massanutten Rental Agreement

This agreement is between Massanutten Property Owners Association, Inc. ("MPOA") and "You," the owner of lot # _____ (the "Lot"). This agreement applies to the rental of the Lot, regardless of duration. By signing this agreement, you acknowledge your responsibility for ensuring that everyone staying in or visiting the home you are renting will abide by the following rules. It is your responsibility to inform tenants of the following rules.

You or MPOA (or the designee of either) may remove any renter who violates any of the provisions of this agreement. If MPOA (or its designee) removes a renter in good faith, MPOA shall have no liability to either you or the renter. You will incorporate the provisions of this agreement into any lease of the property.

Rules for the Use of Rental Properties:

1. All Federal, State, and Local laws must be obeyed at all times.
2. Occupancy is limited to 2 persons per bedroom plus no more than four persons in any other common area and in no event more than ___ persons. Number of bedrooms will be determined by county tax records which must be sworn and submitted with this application.
3. All vehicles must be parked on the Lot, except overflow vehicles may be parked
 - (i) on the parking lot at Hopkins Park,
 - (ii) on the parking lot below the MPOA swimming pool and above the MPOA office,
or
 - (iii) on the road shoulder—adjacent to the Lot or adjacent to an adjoining owner who has given express permission—if such parking on the shoulder will not cause unreasonable damage, impede traffic, or interfere with service vehicles.
4. Open fires are prohibited.
5. Open containers of alcohol are prohibited on any roadway or other common area.
6. Noise, which in your judgment or the judgment of the MPOA Police or MPOA Administrator (or designated agent), is unreasonable either in its volume, or in its duration, or in the time of day, is prohibited.
7. No person shall permit any animal to run at large.
8. No vehicle larger than $\frac{3}{4}$ ton may be parked on any lot. Also, no buses, campers, or mobile homes may be parked on any lot at any time.

9. No trash may be put out before Sunday evening. Any trash not in a secured trash container or trash dispersed by animals may be picked up by MPOA employees and owner may be billed for cost. Bear proof trash cans have been provided at Hopkins Park and the MPOA pool located on Peak Drive for overflow or early check-out trash.

10. Willfully trespassing on private property is prohibited.

11. Owners will require ALL tenants to sign a copy of the rules as outlined in this Rental Agreement and the rental owner will e-fax or email the signed copy to MPOA prior to the tenants' check-in. The rules will include a warning to the tenant that they may be subject to loss of all or part of their deposit if they violate MPOA rules. MPOA will fine the owners when appropriate, and the owners will be responsible for obtaining reimbursement from tenants.

12. Rental owners are required to respond to problems at their home(s) in a timely manner.

This agreement shall expire on December 31, 20___. Both parties expect the agreement to be routinely reviewed. Violations of this agreement or the rules stated herein that are material in the aggregate, may lead to a temporary restriction of rental privileges. For the purposes of this agreement, material violations are considered to be repeated over-occupancy, repeated failure to respond to problems at their homes in a timely manner, and/or inadequate documentation of signed MPOA rules by tenants prior to check-in.

The attached "MPOA Rental Agreement Addendum" is incorporated into this agreement and it governs the redress of certain violations hereof.

Your Signature(s) _____ date _____

Your Signature(s) _____ date _____

Administrator's Signature _____ date _____

MPOA Rental Agreement Addendum

Violation	Violations will be determined as follows:
Noise	Noise, which in the judgment of the MPOA Police or MPOA Administrator (or designated agent), is unreasonable either in its volume, or in its duration, or in the time of day, is prohibited. NOTE: Since "volume" is subjective, all tenants, homeowners, and residents will be given a reasonable opportunity to remedy the situation when given a warning from the MPOA Police or Administrator.
Parking	Parking violations will be determined by MPOA Police or Rules Committee findings.
Trash	Trash violations will be determined by the MPOA and Rules Committee findings. MPOA administration will send violation notices when trash issues arise. Owners who do not remedy trash violations will be sent to the Rules Committee to determine appropriate action.
Open alcohol	Open alcohol violations will be determined by actual tickets written by the MPOA Police.
Animal at large	Animal at large violations will be determined by local law.
Trespassing	Trespassing violations will be determined by local law
Open Fires	Open Fire violations will be determined by MPOA Police or Rules Committee findings.
Occupancy	Occupancy is determined by the number of people spending the night in a home. Homes that advertise excessive occupancy should be notified by the MPOA Administration and be given an opportunity remedy their error promptly.
¾ Ton Vehicle...	No vehicle larger than ¾ ton may be parked on any lot. Also, no buses, campers, or mobile homes may be parked on any lot at any time. Vehicle size violations will be determined by Rules Committee findings.

All owners will be required to provide the MPOA with the following information:

- 24/7 contact phone number. This could be a property manager/rental agent and/or the owner who will respond in a timely manner.
- Valid email address
- Home phone number
- Valid mailing address for any violation notices

Violations of Federal, State, and local law will be handled as law enforcement issues.

Process to address violations:

(1) Excessive Occupancy

Since many/most complaints are generated by excessive occupancy, this area is a priority, at least initially. Properties may not be advertised for more than the maximum occupancy specified

in the rental agreement. Websites, other advertising, etc. should be periodically reviewed and the advertised maximum number of occupants should be compared to the number stated in the Rental Agreement for the specific property. When Rental Agreements are provided to owners for signature, they will be asked to make sure their advertising complies with their Rental Agreement.

If the occupancy advertised is excessive, the Rules Committee shall advise the Owner in writing, asking the owner to meet with the Committee. The Committee may issue a fine up to \$10.00 per day that the advertisement was in place (not to exceed \$900.00) and warn the owner that a repeated excessive occupancy advertising incident may result in a suspension of rental privileges for up to a year.

A "Secret Shopper" system may be initiated for a specific home if the preponderance of the evidence indicates repeated over occupancy. The "Secret Shopper" will be used, at random, periodically for all rental homes as an additional check of compliance.

(2) Tenant acknowledgement of rules

Rental owners will require ALL tenants to sign a copy of the rules as outlined in the Rental Agreement. This document will notify tenants that the rules listed on the sheet do not constitute the complete MPOA Rules and Regulations. By their signature, tenants are given notice that they are subject to, and agree to comply with, the full range of MPOA Rules and Regulations printed in a booklet that Owner will place in plain sight in their rental home.

Owners will e-fax or email a copy of this signed rules document to MPOA prior to tenant check-in. The signed rules document that the tenant signs will include a warning to the tenant that they may be subject to loss of all or part of their deposit if they violate MPOA rules. MPOA can levy fines only against owners, so Rental Owners will need to assure themselves that their lease allows them the right to recoup fines.

A random check will be done at specified intervals to assure compliance with this requirement. Also, any complaint against a tenant may result in a MPOA review of this document.

Owners who fail to provide the required signed rental rules to MPOA will be sent a warning letter.

A second instance of the failure of a rental owner to provide the signed rules document will result a request for the owner to meet with the Rules Committee. The Rules Committee may choose to issue a fine (up to \$50 for one instance) and/or a warning to the owner that a third failure to send signed rules documents may result in a suspension of rental privileges for up to one year.

(3) Owner response to problems

Rental owners are required to respond to problems at their home(s) in a timely manner. If the MPOA police or administration are unable to contact the local agent, owner, or other designated contact, the Rules Committee will be notified of the incident.

The Rules Committee will determine if the owner should be sent a letter of warning to correct the situation or asked to attend a Rules Committee meeting. At a Rules Committee meeting, the owner may be issued a verbal warning or fined not more than \$50.00.

A second instance in which an owner does not respond in a timely manner will result in a meeting with the Rules Committee. At that point the Rules Committee will issue a verbal and written warning that a third failure to respond to problems in a timely manner may result in rental privileges being suspended for up to one year.

Example

Massanutten Property Owners Association (MPOA) Rental Tenant Rule Acknowledgement

Address of property rented or leased: _____
24/7 contact phone number (property manager, rental agent and/or property owner) _____
Email address _____ Home Owners mailing address _____

WARNING: Tenant may be subject to loss of all or part of their security deposit if they violate MPOA rules.

Name of tenants: _____
Permanent home address of tenants: _____
Rental Period: _____

This is not a complete list of MPOA Rules and Regulations. A booklet of these Rules and Regulations will be in plain sight in the rental dwelling at the beginning of your tenancy. The following rules are highlighted for acknowledgement by tenants prior to checkin:

1. All federal, state, and local laws must be obeyed at all times.
2. Occupancy is limited to 2 persons per bedroom plus no more than four persons in any other common area. This means no more than 12 persons in the property rented overnight at any time during the 10 PM-7AM MPOA quiet time.
3. All vehicles must be parked on the Lot, except overflow vehicles may be parked
 - a. on the parking lot at Hopkins Park,
 - b. on the parking lot below the MPOA swimming pool and above the MPOA office,
or
 - c. on the road shoulder-adjacent to the Lot or adjacent to an adjoining owner who has given express permission-if such parking on the shoulder will not cause unreasonable damage, impede traffic, or interfere with service vehicles. "On the shoulder" means that all tires must be off the paved portion of the street maintained by MPOA.
4. Open fires are prohibited.
5. Open containers of alcohol are prohibited on any roadway or other common areas owned by MPOA.
6. Noise, which in the owner's judgment or the judgment of the MPOA Police or MPOA Administrator (or their designated agents), is unreasonable either in its volume, or in its duration, or in the time of day, is prohibited. Quiet times at Massanutten between 10 PM and 7 AM are strictly enforced.
7. No tenants, their relatives, or guests shall permit any animal to run at large.
8. No vehicle larger than 3/4 ton cargo-carrying capacity may be parked on any lot. Also, no buses, campers, or mobile homes may be parked on any lot at any time.
9. No trash may be put out before Sunday evening. Any trash not in a secured trash container or trash dispersed by animals may be picked up by MPOA employees and owner may be billed for cost. Bear proof trash cans have been provided at Hopkins Park and the MPOA pool located on Peak Drive for overflow or early check-out trash.
10. Trespassing by any tenants, their relatives, or guests on private property is prohibited.
11. Tenant will be required to reimburse Owner for all MPOA fines imposed on Owner as a consequence of Tenant's occupancy arising from violations of rules in this Acknowledgement. Tenants are responsible for the actions of their relatives and guests as they relate to MPOA rules.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

PROPERTY OWNER PRIVILEGES

1. **INDIVIDUAL - MULTIPLE OWNERSHIP.** No more than two families and families must be owners. Privileges extend to husband, wife, and dependent children according to IRS standards.
2. **CORPORATIONS.** No more than two families. Recipients must be officers, directors, or employees of corporation.
3. **PARTNERSHIPS AND OTHER FORMS OF OWNERSHIP.** No more than two owners and in the case of partnerships, recipients must be partners.
4. **TRANSFERS OF PRIVILEGES.** Property owner privileges may be transferred on a case by case basis, subject to approval by the administrator under the following Board mandated conditions.
 - (a) The request for transfer must be in a form approved by the Association and signed by all owners.
 - (b) Only one transfer will be allowed per year. A transfer will be good until revoked by MPOA or rescinded by the owners.
 - (c) If the lot is improved, the owner may transfer privileges only to a full time renter or to owner's direct descendants (children or grandchildren). Exceptions to this may be made occasionally but only under extraordinary circumstances and by approval of the Board of Directors.
 - (d) Unimproved lot owners may only transfer privileges to direct descendants except in extraordinary circumstances and by approval of the Board of Directors.
 - (e) During the time that the privileges are transferred the owners will have no privileges.
 - (f) When privileges are transferred, owner(s) and privilege transferee(s) will be sent assessment bills, however only one assessment per property is due.

**MASSANUTTEN PROPERTY OWNERS
ASSOCIATION INC.**

3980 MASSANUTTEN DRIVE, MASSANUTTEN VA 22840
OFFICE: 540-289-9466 FAX: 540-289-9406
e-mail to: www.mpoa@massanuttenvillage.com

REQUEST TO TRANSFER PRIVILEGES

The undersigned owner(s) of lot _____, in unit _____, request that all applicable property owner privileges be transferred to :

Mailing Address:

Phone Number:

I understand and acknowledge that all privileges and rights previously afforded to the undersigned are hereby forfeited until the next calendar year, at which time this agreement will be extended automatically unless Massanutten Property Owners Association, Inc. is otherwise notified thirty (30) days prior to the new calendar year. Initial agreement is valid until end of the then current calendar year and; subsequently will run for a period of one year.

Massanutten Property Owners Association, Inc., will only consider one (1) transfer per calendar year.

Deed of record owner is responsible for returning invalid owner IDs from previous transfers before new transfers are authorized.

Property Owner

Property Owner

Date: _____

Administrator

OFFICE USE ONLY

Account Status Verified as: _____ by _____.

Date: _____