

## Mariners Landing Community Association, Inc.

### Rules & Regulations

The purpose of Rules & Regulations is to promote safety and harmony for all who live in or visit the property. Owners are responsible for informing other family members, guests and tenants of the property's Rules & Regulations and are ultimately responsible for any violation of any provision of the governing documents including Rules & Regulations by himself, his guests, tenants or animals. The Association's Board of Directors reserves the right to withhold access to the property's amenities or to assess violation fees against Unit Owners who violate any of the governing documents or the Rules & Regulations as provided in Section 55-513 of the *Property Owners' Association Act*.

1) **No building, fence, mailbox, any other structure or any landscaping having a value of over \$500 shall be erected, established, placed or altered**, nor shall a building permit for such improvement be applied for on any Property in Mariners Landing, **until** the proposed building plans and specifications, showing floor plans, the front, side and rear elevations, exterior color and finish, a plot plan detailing the proposed location of such building or structure, drives and parking areas, a landscape plan, an erosion and drainage control plan and the construction schedule shall have been filed with and approved in writing by the Declarant, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. **No alteration in the exterior appearance of any building, lights or structure shall be made without like approval by the Declarant.** The Declarant may delegate these approvals to an Architectural Review Board which may be established by the Declarant for this purpose

2) Should any **dwelling unit or other structure on any Property be destroyed in whole or in part**, it must be reconstructed or the debris therefrom must be removed and the Property restored to a neat and pleasing condition within six (6) months.

3) No **signs** other than normal "For Sale" signs shall be erected or maintained on any Property by anyone including, but not limited to, the owner, a Realtor<sup>®</sup>, a contractor or subcontractor, except with the written permission of the Association Board or except as may be required by legal proceedings. If such permission is granted, the Declarant reserves the right to restrict size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Association or Declarant, as long as they are professional signs. Any and all signs must be located in the front yard of the property and facing the street of the property's 911 address.

4) It shall be the responsibility of each Property Owner and tenant to prevent the development of any **unclean, unsightly or unkempt conditions of buildings or grounds** on such Property. **No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted** on any Residential Lot, whether or not a dwelling shall have been constructed thereon. It is not the intent of this Covenant to prevent the occasional use of a standing fire pit or chiminea.

5) **All animals must be secured by a leash or lead** at any time they leave their owner's property. Exterior enclosed areas for the maintenance and confinement of animals require

approval by the Section association. As long as the Declarant has open spaces not dedicated to a particular Section association, he may give permission for a pet, under owner supervision, to be without a leash or lead.

The Declarant and/or Association reserves the right to require the **removal of pet(s)** upon the receipt of complaints. The removal will not be required until due and timely notice to the Owner, a hearing with the Owner, and a vote by the Board of Directors of the Association for the removal of the pet(s). Should there be repeated complaints against an Owner for pet(s), the Board shall have the authority to impose violation fees as set forth in Part VI of the Declaration.

6) **Private motorcycles, ATVs, motor bikes, bicycles** and the like are to be stored out of sight. Commercial vehicles are not to be stored or parked on any lot unless used as usual transportation for the lot owner and vehicle size may not exceed that of a standard-sized passenger car, van, SUV or pickup truck. **Motor homes and the like, boats, and boat trailers** shall not be operated or stored on any Lot or in any Home unless under cover and out of sight. Motor homes may be loaded and unloaded on a Lot for a period not to exceed eight (8) hours each event. Any special circumstance that warrants an exception must be approved by the Section association. **Private golf carts** may be operated and stored as long as they operate by the rules of Mariners Landing and the State of Virginia, are stored under cover, and are registered with the Association. The Association may require identification tags for all carts operated in Mariners Landing and reserves the right to charge a fee for the registration.

7) **Flag of the United States of America** Lot Owners are encouraged to display our flag, as a symbol of love and patriotism to the USA. However, each Section association shall provide rules to guide such display with attention to § 55-513.1 of the Property Owners' Association Act. Any appeal from the Section association shall be to the Bedford Circuit Court.

8) **Topographic and vegetation** characteristics of Properties within Mariners Landing shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant.

9) **No trash, garbage, sewage, sawdust or any unsightly or offensive material** shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

**All reports of violations are investigated. Chronic offenders are referred to the MLCA Board of Directors for action(s) as appropriate. Sanctions and/or violation fees up to \$50.00 for any single violation or, \$10.00 per diem for any violation of a continuing nature in addition to all costs for repairs and/or replacement of property resulting from violations may be imposed by the Board as approved by the Commonwealth of Virginia. If the violation fee and/or assessed costs are not paid, a lien may be placed against the owner's property. All actions by guests will be considered to be the responsibility of the owner of that property. Guests who violate these Rules & Regulations after a warning or a reminder, may be asked to leave the property.**